

NEW SOUTH WALES.

VOTES

AND

PROCEEDINGS

OF

THE LEGISLATIVE ASSEMBLY,

DURING THE SESSION

OF

1861-2,

WITH THE VARIOUS DOCUMENTS CONNECTED THEREWITH.

IN TWO VOLUMES.

VOL. II.

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1862.

Legislative Assembly.
NEW SOUTH WALES.

VOTES AND PROCEEDINGS.
SESSION 1861-2.

VOL. I.

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[Price, 2d.]

Legislative Assembly.
NEW SOUTH WALES.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

ALLEGED AGGRESSION UPON CHINESE AT
LAMBING FLAT.

(PETITION FROM SIMON SANLING.)

Ordered by the Legislative Assembly to be Printed, 5 September, 1861.

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

The Petition of Simon Sanling, native of China, late of Lambing Flat, in the
Colony of New South Wales, interpreter,—

HUMBLY SHEWETH :—

That your Petitioner resided for five months at Lambing Flat, or in its
neighbourhood, where he acted as interpreter between his countrymen and Europeans, and
has hitherto borne a good character.

That your Petitioner is a Catholic, married to a European wife of the same faith, and
has a family of three young children, natives of the Colony.

That, on the 30th June, your Petitioner was in occupation of a tent at a place called
Back Creek, six or seven miles from Lambing Flat.

That, on the day aforesaid, a multitude of about thirteen or fourteen hundred persons,
strangers to your Petitioner, assembled near your Petitioner's tent, in a riotous and dis-
orderly manner, with firearms and other weapons, some being on horseback, but the most on
foot, and with evident purposes of violence and hostility towards your Petitioner and other
natives of China.

That, without provocation on your Petitioner's part, some of the aforesaid persons so
assembled, drove your Petitioner, his wife, and family, with violence from their tent, and
destroyed the same and other property of your Petitioner with fire.

That, in making an attempt to escape, your Petitioner was pursued by two of the
persons aforesaid on horseback, and by several of the persons aforesaid on foot, by whom, or
some of whom, your Petitioner was beaten with sticks, knocked down, and wounded in his
person.

That one of the persons aforesaid while pursuing and otherwise assaulting your
Petitioner as aforesaid, cried out "Cut off his tail"; but that your Petitioner having no such
appendage, some of the persons aforesaid tore open your Petitioner's pocket, and robbed your
Petitioner therefrom of seven pounds in bank notes, two nuggets, worth together about two
pounds, and a pocket knife.

That your Petitioner thereupon escaped, and having remained hidden in the bush in
terror of his life for about two hours, returned to his tent, and found it burnt to the ground,
the greater part of his property destroyed by fire, and his wife and children destitute of
shelter and clothing, except such as they had in wearing at the time.

That no endeavours, to the knowledge of your Petitioner, were made at the time by
the Police, or by any of the authorities on the spot or in the neighbourhood, to prevent the
outrages aforesaid, or to apprehend any of the parties concerned therein.

That your Petitioner has lost, by the outrages aforesaid, property to the value of about
one hundred pounds.

That your Petitioner subsequently applied for redress to certain Commissioners of
Crown Lands and Policemen in the neighbourhood, who, though expressing their sorrow for
what had occurred, have failed to afford your Petitioner any redress or satisfaction.

That your Petitioner is ignorant of the names, but has no doubt he could identify
the persons of many of the parties concerned in the outrages aforesaid, but that your
Petitioner has no means of pursuing or bringing the same to justice.

That your Petitioner relying upon the justice of your Honorable House prays that
your Honorable House will afford him, upon the premises, such relief as the circumstances
of the case may be found to warrant.

And your Petitioner shall ever pray.

SIMON SANLING.

30 July, 1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ALLEGED AGGRESSION ON CHINESE AT
LAMBING FLAT.

(PETITION OF TOM ME, WHAT YOUNG, AND QUE YOU.)

Ordered by the Legislative Assembly to be Printed, 12 September, 1861.

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

The humble Petition of Tom Me, What Young, and Que You, lately of Lambing Flat, in the Colony of New South Wales, but now of Sydney, in the said Colony,—

RESPECTFULLY SHEWETH:—

That your Petitioners are natives of Canton, in China, and that they, before and up to Sunday the thirtieth day of June last, together with a large number of their countrymen, were peacefully engaged (within the limits assigned to them) in the occupations of gold mining and storekeeping, at and near Lambing Flat aforesaid.

That, on the last-mentioned day, certain of the gold diggers, and other evil disposed persons, resident at and near Lambing Flat aforesaid, assembled together on foot and on horseback, to the number, at various times during the said day, of from eight hundred to three thousand, as your Petitioners believe, and being armed with bludgeons, fire-arms, and other weapons, and carrying banners or flags inscribed with the words "*Roll up,*" "*No Chinese,*" attacked your Petitioners and the rest of the Chinese, at and near Lambing Flat aforesaid, and after having beaten and otherwise cruelly ill-treated your Petitioners, and subjecting your Petitioner, Tom Me, to the indignity of cutting off his hair, drove your Petitioners, and the rest of the Chinese, from the said diggings.

That your Petitioner, Tom Me, was, at the time of the said attack, possessed of property to the value of eight hundred and seventy-four pounds thirteen shillings and three-pence; your Petitioner, What Young, of property to the value of two hundred and forty-four pounds and nine-pence; and your Petitioner, Que You, of gold and other property to the value of seven hundred and forty-one pounds eleven shillings and three-pence.

That your Petitioners, to save their lives, were compelled to abandon their said property, and that your Petitioner, Tom Me, was knocked down, and one hundred and twenty-five ounces fifteen pennyweights of gold forcibly taken from his person.

That the tools, tents, stores, apparel, and property of every description, belonging to your Petitioners, were either appropriated by their assailants, or wantonly and maliciously destroyed by fire.

That your Petitioners were at all times, prior to the said attack, quietly and orderly in their conduct, and had, in all respects, complied with the Government Regulations.

That your Petitioners are now wholly destitute of the means of subsistence, and have been indebted to certain charitable persons for food and other necessaries, and for the means of reaching Sydney for the purpose of laying their grievances before your Honorable House.

Your Petitioners, therefore, humbly pray that due inquiry may be made into the above facts and circumstances, and that such steps may be taken in the premises as justice requires, and to your Honorable House shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

TOM ME.
WHAT YOUNG.
QUE YOU.

Witness to the signatures of Tom Me, }
What Young, and Que You,— }

T. K. BOWDEN, Solicitor, Sydney.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ALLEGED AGGRESSION ON CHINESE AT
LAMBING FLAT.

(PETITION OF TU LIM POW.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1861.

To the Honorable the Speaker and the other Members of the Legislative Assembly of New South Wales, in Parliament assembled.

The humble and respectful Petition of Tu Lim Pow, now of Sydney, in the Colony of New South Wales, Chinese Merchant,—

SH EWETH :—

That your Petitioner has been in this Colony fourteen years, and being a native of China and carrying on the business of a Chinese Merchant, proceeded on the discovery of gold at Lambing Flat, to take up his residence there, with the intention of establishing a store, and took with him a large quantity of opium of great value.

That, within a few days after the arrival of your Petitioner at Lambing Flat aforesaid, the European miners surrounded his store at midnight, armed, ordered your Petitioner to leave the said Lambing Flat, and upon his requesting permission to move his goods, your Petitioner was threatened by the said miners and driven off the diggings.

That the said European miners immediately set fire to, and consumed the store of your Petitioner and the contents thereof, amounting in value to about six hundred pounds.

That your Petitioner, since his arrival in this Colony, has conducted himself with propriety, and has not committed, nor has he been accused of committing any offence against the laws.

Your Petitioner, therefore, humbly prays that your Honorable House may take the premises into your favourable consideration, and, upon such consideration, may grant to your Petitioner such relief as the circumstances of the case may require, and in the wisdom of your Honorable House may seem meet.

And your Petitioner, as in duty bound, will ever pray.

TU LIM POW.

HENRY NEWBON,
Solicitor for the Petitioner,
91, Elizabeth-street, Sydney.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ALLEGED AGGRESSION ON CHINESE AT
LAMBING FLAT.

(PETITION OF AH SUE.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1861.

To the Honorable the Speaker and the other Members of the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of Ah Sue, late of Burrangong, in the Colony of New South Wales,—

SHEWETH:—

That your Petitioner is a British subject, having been born at Canton, in China.

That, since the arrival of your Petitioner in this Colony, he has earned his livelihood by following the occupation of a gold-digger and storekeeper, and has always acted in strict obedience to the laws of the Colony.

That, on the discovery of gold at Burrangong, your Petitioner proceeded thither and opened a store for the sale of Chinese and European goods and commodities, under a storekeeper's license, No. 64.

That on Sunday, the thirtieth day of June last past, a great number of riotous and tumultuous diggers and others assembled together, and set fire to and destroyed, among others, the said store of your Petitioner, with the contents thereof.

That your Petitioner was then assaulted and beaten, his hair cut off, and a portion of the flesh torn from his skull, and was otherwise illtreated.

That your Petitioner was robbed of a great quantity of money in bank notes and current coin, and also a large quantity of gold dust.

That your Petitioner was driven from the diggings, and, in consequence of the threats then made by the rioters, your Petitioner is afraid to return to Burrangong.

That your Petitioner never, by word or deed, gave any provocation for acting as is hereinbefore mentioned, but, on the contrary, always conducted himself in obedience to law established.

That your Petitioner having had all his goods in his possession at Burrangong aforesaid, and the same having been destroyed and taken away from him as above mentioned, your Petitioner is in a state of very great destitution.

Your Petitioner, therefore, humbly prays that your Honorable House will be pleased to take the premises into your serious and favourable consideration, and grant to your Petitioner such relief as in the wisdom of your Honorable House may seem meet.

And your Petitioner, as in duty bound, will ever pray.

AH SUE.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ALLEGED AGGRESSION ON CHINESE AT BACK CREEK
AND LAMBING FLAT.

(CHINESE GOLD DIGGERS, &c.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Chinese Gold Diggers, Miners, Storekeepers, and other Chinese Residents, at and in the neighbourhood of Back Creek and Lambing Flat, in the Colony of New South Wales,—

RESPECTFULLY STATES :—

That your Petitioners, before and up to Sunday, the thirtieth day of June last, were peacefully engaged (within the limits assigned to them) in the occupations of gold mining, storekeeping, and other lawful employments, at and in the neighbourhood of Back Creek and Lambing Flat aforesaid.

That on the last-mentioned day, certain of the gold diggers and other evil disposed persons resident at and near Lambing Flat aforesaid riotously assembled in large numbers, on foot and on horseback, and being armed with firearms and other weapons, attacked your Petitioners, and, after having beaten and otherwise cruelly illtreated your Petitioners, drove them from the said diggings.

That your Petitioners were, at the time aforesaid, possessed of personal property and effects of great value, but to save their lives your Petitioners were compelled to give up and abandon their said property and effects, which were immediately appropriated by their assailants, or wantonly or maliciously destroyed by fire.

That your Petitioners were at all times prior to the said attack quiet and orderly in their conduct, and had in all respects complied with the Government regulations.

That your Petitioners, by the means aforesaid, have been reduced to a state of complete destitution, and have no means of pursuing or bringing to justice the persons engaged in the outrages aforesaid.

Your Petitioners, therefore, humbly pray that due inquiry may be made into the matters aforesaid, and that your Honorable House will take such steps to redress the grievances above complained of as to you shall seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

Dated this seventeenth day of September, A.D. 1861.

[Here follow 51 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

EXCLUSION OF CHINESE FROM THE GOLD FIELDS.
(ROCKY RIVER.)

Ordered by the Legislative Assembly to be Printed, 12 September, 1861.

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

The humble Petition of the undersigned Miners and other Residents of the Rocky
River Gold Fields, in public meeting assembled.

RESPECTFULLY SHEWETH :—

That your Petitioners view with alarm the frequent additions to the already
large number of Chinese in this Colony.

That the Chinese, on arriving in this Colony, immediately repair to the various Gold
Fields, and are thus placed in proximity to your Petitioners, who, in common with the
residents on other Gold Fields, have thereby more opportunities of knowing what the Chinese
are, when collected in bodies, than any other section of the community can possibly have.

That your Petitioners consider the Chinese a very undesirable class of emigrants, and,
from their general habits, it is impossible that, as colonists, they will ever tend to the
advancement of Australia.

That, as recent events have shewn, it is impossible for the Europeans and Chinese to
live in amity; and if some restrictions to their future immigration are not put in force, a
recurrence of those scenes which your Petitioners deplore may possibly take place on any or
all of the Gold Fields of New South Wales.

Your Petitioners, therefore, pray that, as the only effectual means of preventing a large
increase of Chinese into New South Wales, your Honorable House would take into serious
consideration the necessity, after a proximate date to be fixed by your Honorable House, of
prohibiting the Chinese from working on the Gold Fields of the Colony.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

Signed, on behalf of the Meeting, by,—

ALEXANDER M'LEOD, Chairman.

JAS. D. LEECE, Secretary.

JOHN LANGTON.

HENRY SANDS.

1861.

Legislative Assembly.

NEW SOUTH WALES.



MR. SUB-COMMISSIONER COOPER.
(KIANDRA GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 31 December, 1861.

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

The Petition of the Shareholders of the "Homeward Bound Company," New Chum Hill, Kiandra—Saml. Hawkins, James Martin, H. Wingrave, Lewis Lavigne,—

HUMBLY SHEWETH :—

That your Petitioners' property in a water-race, constructed under the written sanction of Mr. Commissioner Cloete, at a cost of nearly £2,000, has been rendered utterly valueless by the orders and decisions of Mr. Sub-Commissioner Cooper, and that your Petitioners humbly pray that your Honorable House will cause an immediate inquiry to be instituted into Mr. Cooper's conduct, on the following charges of partiality and injustice, which your Petitioners prefer against him :—

First—That your Petitioners, on the 1st of August last, requested Mr. Cooper to compel certain parties, who were using water to their prejudice, to prove their right to the water they were appropriating, and, in the event of their proving their right, to compel them to place a proper gauge in their race, in accordance with the Gold Fields Regulations; that Mr. Cooper refused to accede to either of their requests, and that, in consequence, these parties obtained possession of the water which Mr. Cloete had guaranteed to your Petitioners, and upon the faith of the integrity of which guarantee their labour and capital had been expended.

Second—That, on the 2nd of August last, your Petitioners were fined £8, for non-compliance with an order they never received; and that, on the 10th of August, one of their partners was confined in the lock-up for refusing to pay this fine, Mr. Cooper having been informed on the previous evening, by one of your Petitioners, that one of the assessors who adjudged the fine, was an admitted partner of the complainant, and had therefore awarded damages to himself; and also, that Mr. Commissioner Scott had reversed the decision of the 2nd of August, by telegram; and that, notwithstanding both these circumstances, Mr. Cooper still exacted the fine.

Third—That, on the 6th of August, Mr. Cooper sent your Petitioners an order to turn the water out of their race for the benefit of another race, which it could not enter without running up-hill; that your Petitioners obeyed, and then endeavoured to explain to Mr. Cooper the real state of the case; that he refused to listen, and persisted in the water being kept out of your Petitioners' race, which was, in consequence, choked up with snow for more than four miles, and, in many places, covered to a depth of four feet; that the frost destroyed the embankments which, in other races, the running water preserved from injury; that the state of the frozen soil prevented any repairs being executed, and that this order, absurd in itself, caused your Petitioners heavy and protracted losses and expenses.

Fourth—That your Petitioners were fined £20 by Mr. Cooper, and two assessors whom they protested against prior to the commencement of the trial; that your Petitioners were not permitted to send down to the river for disinterested men to act as assessors, unconnected with either side; that the notice they received of the coming trial was too short to enable them to procure their witnesses; that Mr. Cooper would not hear of a postponement, although one of the assessors wished it; that your Petitioners were condemned unheard, and were ordered to pay the amount before nine o'clock on the following morning, or suffer three months imprisonment in Goulburn Gaol.

Fifth—That, on this trial, your Petitioner, Samuel Hawkins, appealed to Mr. Cooper for protection, he having been twice assaulted; that, whilst the case was in progress, he was again assaulted, he being in attendance in obedience to a summons; that this trial, as well as the previous ones, took place in a public-house; that, on the conclusion of the proceedings, he again demanded protection, which was nominally granted; but that, notwithstanding this, he was, for the fourth time, attacked and maltreated, the police never making their appearance until he had made his escape; that members of the Police Force are prepared to prove that they received private instructions from Mr. Cooper "to slip out of the way till Hawkins got a hiding, as the boys were going to set upon him."

Sixth—That, on the 22nd of November, your Petitioners were again fined £19, in consequence of Mr. Cooper's continued refusal to compel the complaining parties to measure their water, in accordance with the express wording of the Gold Fields Regulations, and in direct violation of Mr. Commissioner Scott's telegram defining the respective rights.

Seventh—That, in all these trials, Mr. Cooper has remained with the assessors whilst considering their verdict, thus uniting in his own person the functions of both judge and jury, dictating to them the penalty to be enforced, and, by so doing, preventing the free expression of their opinions on the merits of the case submitted to them for adjudication, to the prejudice of the interests of your Petitioners; and that your Petitioners have reason to believe that the whole of these proceedings are the result of vindictive feelings on the part of Mr. Cooper; and your Petitioners therefore humbly pray that your Honorable House will cause these matters to be speedily investigated, and relieve your Petitioners from the loss and injustice to which they have been subjected.

And your Petitioners, as in duty bound, will ever pray.

Kiandra, 7 December, 1861.

[Here follow 4 Signatures.]

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

ROBERT STEWART.

(RIOTS AT BURRANGONG.)

Ordered by the Legislative Assembly to be Printed, 7 January, 1862.

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

The humble Petition of Robert Stewart, of Young, in the District of Burrangong, and Colony of New South Wales, tailor,—

SH EWETH :—

That your Petitioner, on the night of the fourteenth day of July last, while standing in an open space close to his tent, on the east side of the main street, in the town of Young, and Colony of New South Wales, received a gun-shot wound in the right leg, about two inches below the knee, which proceeded from the Police Camp, a distance of three or four hundred yards, and was fired, as your Petitioner verily believes, by some of the Police Force, during the Riot which took place on the night of the said fourteenth day of July.

That your Petitioner, immediately before receiving the said wound, distinctly saw the flash of about a dozen shots fired in a volley, and heard the reports of the said shots; and can positively assert that the shot which struck your Petitioner was fired in and from that volley, which came in the direction in which he then stood, and proceeded from the Police Force aforesaid.

That your Petitioner has, in consequence of the said wound, so received as aforesaid, been idle for the last fourteen weeks, and, being a tailor by trade, has suffered considerable loss. That your Petitioner, up to a short time since, received medical treatment and aid at the Commissioner's Camp, but in consequence of some misunderstanding, has lately been deprived of the said treatment. And that your Petitioner is now suffering from the effects of the said wound, and cannot work at his trade efficiently; and is compelled to use crutches when moving about; and cannot, as he has been informed, and believes, ever again obtain the use of his leg as formerly.

Your Petitioner therefore humbly prays that your Honorable House may take the premises into your favourable consideration, and grant to your Petitioner such relief as the circumstances of the case may require, and to the wisdom of your Honorable House may seem meet.

And your Petitioner, as in duty bound, will ever pray, &c., &c., &c.

ROBERT STEWART.

Witness to above Signature :—

JNO. D. THANE,
Independent Minister, Young.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

ROBERT STEWART—RIOTS AT BURRANGONG.

(SURGEONS, BANKERS, &c., LAMBING FLAT.)

Ordered by the Legislative Assembly to be Printed, 7 January, 1862.

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

The humble Petition of the undersigned Surgeons, Bankers, and Merchants, of Young, in the Colony of New South Wales,—

HUMBLY SHEWETH :—

That on the night of the fourteenth July, one thousand eight hundred and sixty-one, during an attack upon the Police Camp at Young, Robert Stewart, a tailor by trade, and in humble circumstances, was standing at the door of his own tent, situated at the rear of the Lambing Flat Hotel, at Young; and that during the said attack a spent ball, which came from the direction of the Camp, struck the said Robert Stewart in the leg, thereby wounding him so seriously as to occasion him severe pecuniary loss.

That your Petitioners regret the occurrence that has taken place, whereby an innocent man met with so severe a wound, and they are desirous of humbly submitting his case to your kind consideration.

Your Petitioners, therefore, humbly pray that your Honorable House may take the premises into your favourable consideration, and upon such consideration, grant to the said Robert Stewart such relief as the circumstances of his case may require, and to the wisdom of your Honorable House may seem meet.

And your Petitioners, as in duty bound, will ever pray, &c., &c., &c.

[Here follow 45 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

MR. A. E. BUSH.

(CORRESPONDENCE, &c., RELATIVE TO SERVICES OF.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 8 October, 1861, praying that His Excellency the Governor would be pleased to cause to be laid upon the Table of this House,—

“ (1.) A copy of all the Correspondence that has passed between the Government and Mr. A. E. Bush, since 1850.

“ (2.) A copy of all Mr. Bush's Memoranda to the Government, relative to the Gold Fields or the Management of the Gold Fields.

“ (3.) A copy of any of Mr. Hardy's Despatches, in which Mr. Bush's services are alluded to.”

(Mr. Wilson.)

SCHEDULE.

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MR. A. E. BUSH.

No. 1.

MR. BUSH to COLONIAL SECRETARY.

Bathurst, 10 July, 1851.

DEAR SIR,

I have commenced working with quicksilver, and thinking it might be interesting to you, I send you enclosed a small sample of two trials. I cannot tell the cause, but there evidently is some chemical action going on, either with the gold or emery, during the process of amalgamation, which hinders the gold from coming from the retort pure, and in consequence will be a great detriment to the use of quicksilver—the only efficient mode, in my opinion, of gathering the gold of the Turon, and in fact at all of the mines, except the Ophir, where the gold is larger, and not liable to be wasted by the ordinary machine.

I am thoroughly convinced of the existence of gold here in large quantities—in fact to vie with California. The time has not come yet, owing to the imperfectness of the machinery, but it will, when fortunes will be made in a day.

I have found quicksilver and silver in small quantities, but have no samples of either. I apprehend they do not exist in any quantity.

I would not trouble you with this note did I not think it of consequence, and that it would be interesting to you.

I am, &c.,

ALFRED E. BUSH.

No. 2.

MR. BUSH to MR. E. DEAS THOMSON.

Bundarra River, 8 March, 1857.

DEAR SIR,

I beg to inform you that I have taken the oaths of naturalization before the Bench of Magistrates at Uralla, as directed by a letter I received from the Colonial Secretary's Office, and am consequently in a position to accept any employment you may in your kindness find, for which I am suitable. I mentioned in my last, Oban Diggings as a place to which I should like to be appointed. There is no doubt a rapidly increasing population, and a Gold Field permanent and rich; and as my health usually suffers in other parts of the Colony I have a preference for the district of New England. But as my object is to get employment I shall be happy to do my best wherever I can be most useful.

I am, &c.,

A. E. BUSH.

No. 3.

MR. E. DEAS THOMSON to MR. SECRETARY HAY.

24 March, 1857.

MY DEAR HAY,

I enclose an application from Bush for employment in the Gold Department. His services might, I think, be made useful as a Sub-Commissioner. This is the gentleman, an American by birth, but now a naturalized British subject, respecting whom I spoke to you some time ago, as having given this Government some valuable information respecting the Gold Regulations of California, at the time the gold discovery took place in this Colony.

Yours very truly,

E. DEAS THOMSON.

Bring up on any vacancy occurring in any of the appointments on the Gold Fields.

J. H.

24 March, 1857.

No. 4.

No. 4.

MR. BUSH to MR. E. DEAS THOMSON.

Bundarra River, 4 July, 1857.

DEAR SIR,

May I beg to remind you of the kind intention expressed in your last, with reference to my obtaining a Government appointment. I am still anxious to obtain one, should you hear of one likely to suit my capacity and experience. I believe there has been a sum of money placed upon the Estimates for the purpose of prospecting for gold; should there be persons required for that purpose I have no hesitation in saying that I have the experience and perseverance necessary to make me a suitable person for such an appointment. Trusting that you will excuse the liberty I take in again mentioning the subject,

I remain, &c.,
A. E. BUSH.

Forwarded, with reference to Mr. Bush's previous applications for employment, to the Secretary for Lands and Works, for favourable consideration, when a fitting opportunity offers.

E. D. T.

17 July, 1857.

To be noted amongst applications for employment on the Gold Fields.

J. H.

18 July.

No. 5.

MR. BUSH to COLONIAL SECRETARY.

Braidwood, 30 April, 1861.

DEAR SIR,

I had the honor to write to you on the 21st of March last, with reference to my claim upon the Government for services performed in the year 1851, to which letter I have not received any reply. May I hope that you will cause to be placed upon the Estimates such a sum as you shall consider adequate to the services performed, as well as for the delay of such remuneration? I think that one thousand pounds is as small a sum as could be consistently offered to me, considering the delay.

I am, &c.,
ALFRED E. BUSH.

No. 6.

THE UNDER SECRETARY to MR. BUSH.

*Colonial Secretary's Office,
Sydney, 11 May, 1861.*

SIR,

In acknowledging the receipt of your letter of the 30th ultimo, requesting an answer to a communication which you state to have been made on the 21st March last, respecting your claim upon Government for services alleged to have been performed in the year 1851, I am directed by the Colonial Secretary to inform you, that the letter to which you refer does not appear to have been received at this office.

I have, &c.,
W. ELYARD.

No. 7.

MR. BUSH to COLONIAL SECRETARY.

Braidwood, 10 June, 1861.

DEAR SIR,

In reply to your letter of 11th May, I beg to enclose a copy of the communication referred to of 21st March, in which I state particulars of services. Permit me to call your attention to the length of time which has passed since the services were performed; and also to state that, could I now receive a part of what I consider due me, for the present it would save me from insolvency, as times have been very bad, and my losses have been great.

The willingness with which I served the Government, when no other person could be found with the necessary experience to give the information required, should, I think, weigh something in my favour; and the time I have waited I feel should have claims for consideration now, when a few hundreds would be of so much importance to me.

Let me hope that you will take some action in the matter at once.

I am, &c.,
ALFRED E. BUSH.

[Enclosure]

[Enclosure in No. 7.]

Braidwood, 21 March, 1861.

Dear Sir,

I have waited a long time in hope that something would be done in reference to my claim upon the Government for services performed in the year 1861. It is doubtless within your knowledge that I assisted Mr. E. Deas Thomson to draw up the first Gold Field Regulations, and afterwards, at his desire, I went up the country with the first Gold Commissioner, and assisted him in putting those Regulations into force, by which I expended nearly two hundred pounds of my own money, and worked for nearly nine months, finding my own horses. My services, as you are doubtless aware, were spoken of by the Commissioner with whom I served, as important.

I have been promised recompense for these services by almost every Administration since that time. As the matter has been brought under your notice before, together with a letter from Mr. E. Deas Thomson, it is doubtless unnecessary for me to go further into particulars; and indeed, being a foreigner, I should have been much better pleased if the Government had given the subject consideration without making it necessary for me to call their attention to it. But I have waited *ten years*, and nothing has been done; and I feel that I have been neglected, and that taking my money and my time without recompense is a positive injustice. May I hope that you will see justice done me speedily, or should you advise me to petition Parliament for recompense?

Trusting to hear from you as to the steps you think most desirable for me to take,—

I remain, &c.,

ALFRED E. BUSH.

No. 8.

THE UNDER SECRETARY to MR. BUSH.

Colonial Secretary's Office,
Sydney, 5 July, 1861.

SIR,

In acknowledging the receipt of your letter of the 10th ultimo, wherein you forwarded the copy of an application for remuneration for your services in assisting to draw up and put in force the Gold Field Regulations in 1851, I am directed by the Colonial Secretary to inform you that no record exists in this office of any services having been performed by you.

I have, &c.,

W. ELYARD.

No. 9.

MEMORANDUM OF COLONIAL SECRETARY.

Gold Regulations of California.—Information obtained from Mr. Bush, of Connecticut.

17 May, 1851.
N.B.—Mr. Bush
left California in
November last.

I WAS employed for two years in working at the Gold Mines in California; the gold is found generally in gulches or ravines, extending 20 miles long and 2 wide; every such gold tract is divided into mining districts, about 4 miles in length, and is presided over by an Alcalde or Judge, and twelve jurymen who are respectively chosen by ballot by the miners of the district; the number of persons occupying a district varies from 800 to 1,200; until there are 30 miners the district is not constituted a mining district; these appointments are made under the authority of a law of the local Legislature; the Alcaldes are empowered to adjudicate in all civil and criminal cases; in cases of claims involving mining rights, their decision is final and without appeal; but in criminal cases their jurisdiction only extends to preliminary magisterial investigations, with power of committal for trial to the County Courts; the mode of acquiring claims to the right of mining is by priority of selection of particular portions of land; the selections are limited in quantity, according to situation; in the bed of the river 60 feet are allowed to the claimant, that is, extending over the whole breadth of the river; on the bank, known as the "dry diggings," 20 feet square is the quantity allowed; no person is permitted to make more than one selection, but any person may acquire a partnership interest by purchase from others to any number of selections; the charge for citizens of the United States is five dollars per month for the mining privilege, and for foreigners 20 dollars; every individual employed in working is chargeable with the fee of five dollars per month, the fee is paid one month in advance; collectors are appointed by the State Government to receive the fees monthly; they are paid in gold dust. (N.B.—The revenue, on the admission of California into the Federal Union, became payable in aid of that of the Federal Government.) There is a standard price for dust of every kind; what is obtained by quicksilver, or the process of amalgamation, is valued at 12 dollars per oz.; that obtained by washing with water is valued at 16 dollars per oz.; there is no difficulty in collecting the tax; the claimant to the mining right has also a pre-emptive right to the purchase of the fee simple of the land, at a valuation put upon it by the Government.

No. 10.

MINUTE of Questions and Answers, apparently given by Mr. Bush.

1. Are selections allowed to be made in any part of a mining district? When the district is constituted the selections can only be made in regular succession.
2. How far do the diggers extend from the river? They vary from 20 feet to 4 miles. It is got at a depth of from 2 feet to 12 feet.
3. Do they cover the whole of the alluvial flats of the valley? Generally speaking.

4.

- 4. Is the ground divided into lots for selection, and numbered on a chart? —
- 5. How are the surveys conducted? —
- 6. If the licensed miner fail to pay regularly the monthly fee, does he lose his pre-emptive right to the purchase of the fee simple of the land; and does it thus become vacant and open to selection by others? Yes.
- 7. In what position are lands considered that have been worked and are abandoned? They revert to their original state.
- 8. Is there any office where a survey of the district can be seen? Yes, the Alcalde's office.
- 9. What is the rule respecting improvements? They go with the claim.
- 10. Are selections transferable; and if so, upon the observance of what formalities?—
- 11. Are lands laid out as the sites for towns, and allotments sold in them? No; townships are never laid by the Government.
- 12. Are cultivation lots sold, and under what regulation? Yes; under the ordinary regulations.

No. 11.

Further Answers or Information referring to the Questions in the previous Paper.

2. They vary from 20 feet to 4 miles, in some instances. The gold is got at a depth of from 2 to 12 feet, and almost invariably on the surface of the 'rock. Clay is the only soil that will retain it. It is occasionally found there, and in always the largest quantities in that case.

When found in clay it is within 2 inches of the surface; it is no use to go deeper. In beds of rivers the clay is covered with from 6 inches to 2 feet of soil. Clay containing gold is also found on the alluvial flats, but in these situations it is covered with from 4 to 12 feet of soil.

In all the lumps of gold, of California, quicksilver ore is found embedded in it. The 9 oz. piece of gold shewn to me as having been found at Bathurst, contained quicksilver ore precisely similar to that found at California.

3. They do, in more or less quantities.

Yes; by bill of sale, which is registered, as in cases of other property.

The average wages that can be earned, by working at the Gold Mines in California, are 8 dollars per day.

No. 12.

J. R. HARDY, Esq., to COLONIAL SECRETARY.

Bathurst, 25 June, 1851.

MY DEAR SIR,

I have just seen Mr. A. E. Bush, to my very great delight. He goes with me to Summer Hill Creek now, and I have promised to put him on to Icely's, across the country—only 35 miles; so he will lose no time, and be of very great service to me. I believe he seems very intelligent, and very willing to impart what he knows.

Yours, &c.,

J. R. HARDY.

1861.

NEW SOUTH WALES.

SYDNEY BRANCH ROYAL MINT.

(DESPATCH RESPECTING.)

Presented to both Houses of Parliament, by Command.

SECRETARY OF STATE to GOVERNOR SIR J. YOUNG, BART., K.C.B.

NEW SOUTH WALES.
(No. 39.)Downing-street,
20 June, 1861.

SIR,

I have the honor to transmit to you, for your information, a copy of a letter from the Master of the Mint, dated the 4th ultimo, relative to the operations of the Sydney Branch of the Royal Mint during the half-year ended the 31st December last.

I also enclose copies of the Report of the Master of the Mint on the weight and fineness of Gold Coins struck at the Sydney Mint, and of the summary of the Monthly Returns of Gold Coin issued therefrom during the year 1860.

I have, &c.,
NEWCASTLE

[Enclosures.]

Sir,

Royal Mint,
4 May, 1861.

I have the honor to acquaint you, for the information of the Lords Commissioners of Her Majesty's Treasury, that the following Returns have been duly received from the Deputy Master of the Sydney Branch of the Royal Mint, in conformity with the Order in Council of the 19th August, 1853:—

Six Monthly Returns, shewing the transactions in Bullion of the Sydney Branch of the Royal Mint, for July to December, 1860, inclusive.

The Coin issued to the public during these six months is as follows:—

	SOVEREIGNS.	HALF-SOVEREIGNS.	TOTAL.
	OZS.	OZS.	OZS.
In July	52,384.16		
August	36,474.10		
September	35,229.46		
October	27,730.51		
November	23,368.14		
December	33,004.82		

Amount charged for Coinage—Nil.

Two Returns of Waste in Coinage of Gold at the Sydney Branch of the Royal Mint for the Quarters ending 30th September and 31st December, 1860.

Two Duplicate Returns made by the Board of Verification to the Colonial Secretary, reporting the state of the Bullion in the Mint on the 1st October, 1860, and 2nd January, 1861.

I have also to request you to submit to their Lordships my Report enclosed (being the Sixteenth) of the weight and fineness of Coins produced at the Sydney Branch of the Royal Mint, during the six months, July to December inclusive, and transmitted by the Deputy Master for examination, in accordance with the provisions of Her Majesty's Order in Council above referred to.

A Copy of the aforesaid Report will be forwarded to the Deputy Master at Sydney for his information.

Geo. A. Hamilton, Esq.

I have, &c.,
THOS. GRAHAM.

SIXTEENTH REPORT, addressed to the Lords Commissioners of Her Majesty's Treasury, by the Master of the Mint, on the Weight and Fineness of Gold Coins struck at the Sydney Branch of the Royal Mint, and transmitted by the Deputy Master for examination, in accordance with the provisions of Her Majesty's Order in Council of 19th August, 1853.

Pieces taken, without preference, by the Colonial Secretary, at the deliveries of the Sydney Mint:—
During the Quarter ending 30th September, 1860.

No. of Pieces.	Denomination.	Total Weight.	Average Weight of a Piece.	Assay Report.		Mean Report.
				Dr. Miller.	Dr. Hoffmann.	
106	Sovereigns	oz. 27.226	oz. 0.25684	916.866	916.944	916.905

SYDNEY BRANCH ROYAL MINT.

During the Quarter ending 31st December, 1860.

No. of Pieces.	Denomination.	Total Weight.	Average Weight of a Piece.	Assay Report.		Mean Report.
				Dr. Miller.	Dr. Hoffmann.	
79	Sovereigns	oz. 20-285	oz. 0-25677	916-956	916-765	916-861

The standard weight of the Sovereign being 0-25682 oz., and the standard fineness 916-67 in 1,000 parts.

THO. GRAHAM.

Royal Mint, 4 May, 1861.

(Copy.)

Sir,

Royal Mint, .

4 May, 1861.

In conformity with the instructions from the Lords Commissioners of Her Majesty's Treasury, communicated to me in Sir Charles Trevelyan's letter of the 9th November, 1855, I have now to submit an account of the weight and fineness, as ascertained here, of Coins struck at the Sydney Branch of the Royal Mint, and sent Home by the Governor of New South Wales during the year 1860. These Coins were conveyed from Australia in closed packets bearing the Seal of the Treasurer, and were received by me with letters from the Assistant Secretary of the Treasury of the 3rd May, 1860, and later dates.

My last report on the Governor's prices was dated 9th May, 1860.

Coins of the Sydney Mint taken from the Colonial circulation from January to December, 1860, by order of the Governor of New South Wales.

TAKEN FROM CIRCULATION IN	NO. OF PIECES.		WEIGHT.		PROPORTION OF GOLD IN 1,000 PARTS.	DATE OF TREASURY LETTER TRANSMITTING THE PACKETS.
	Sovereigns.	Half Sovereigns.	Sovereigns.	Half Sovereigns.		
January	2	....	123-112	.....	917-40	1860. 3rd May.
		2	122-934	61-557	7-25	
February	2	....	122-920	61-407	7-05	4th June.
		2	122-724	61-220	6-85	
March	2	....	123-160	61-725	6-90	5th July.
		2	123-114	61-757	7-15	
April	2	....	123-164	61-647	6-85	2nd August.
		2	123-254	61-570	6-80	
May	2	....	123-064	61-570	6-65	1st September.
		2	123-470	61-870	6-90	
June	2	....	122-980	61-507	7-05	8th October.
		2	123-330	61-830	6-75	
July	2	....	123-484	61-840	6-60	7th November.
		2	123-130	61-660	6-90	
August	2	....	123-234	61-557	6-65	13th December.
		2	123-270	61-557	6-70	
September	2	....	123-444	61-600	6-65	1861. 11th January.
		2	123-444	61-617	6-70	
October	2	....	123-194	61-427	6-90	7th February.
		2	123-380	61-077	6-95	
November	2	....	123-224	61-297	6-15	5th March.
		2	123-004	61-297	6-65	
December	2	....	123-314	61-897	6-75	9th April.
		2	123-244	61-737	6-70	
AVERAGE			123-178	61-567	916-818	

The average weight of the Sovereign is 123-178; of the Half-Sovereign, 61-567; the standard weight of the Sovereign being 123-244.

The average fineness found of all the Coins is 916-818, the standard fineness being 916-67.

I have, &c.,

G. A. Hamilton, Esq.,
&c., &c., &c.

THO. GRAHAM.

SUMMARY

SYDNEY BRANCH ROYAL MINT.

SUMMARY of the Monthly Returns of Gold Coin issued to the Public at the Sydney Branch of the Royal Mint, during the year 1860.

	SOVEREIGNS.	HALF-SOVEREIGNS.	TOTAL WEIGHT.	TOTAL VALUE.		
	oz.	oz.	oz.	£	s.	d.
January	36,989.53					
February	37,247.85					
March	30,311.15					
April	7,701.96	20,024.65				
May	36,206.28					
June	46,871.37					
July	52,384.16					
August	36,474.10					
September	35,829.46					
October	27,730.51					
November	23,368.14					
December	33,004.82					
	404,119.33	20,024.65	424,143.98	1,651,510	12	5

				£	s.	d.
Value of Gold issued in 1856	..	..	..	1,220,000	0	0
" " 1857	..	..	..	767,500	0	0
" " 1858	..	..	..	1,343,000	0	0
" " 1859	..	..	..	1,221,033	0	0
" " 1860	..	..	..	1,651,510	0	0
				<u>£6,203,043</u>	<u>0</u>	<u>0</u>

Royal Mint, 4 May, 1861.

THO. GRAHAM,
Master of the Mint.

1861.

Legislative Assembly.
NEW SOUTH WALES.

BANK LIABILITIES AND ASSETS.

Ordered by the Legislative Assembly to be Printed, 3 September, 1861.

GENERAL ABSTRACT of the Sworn Returns, rendered pursuant to the Act of Council, 4th Victoria, No. 13, of the Average ASSETS and LIABILITIES, and of the CAPITAL and PROFITS, of the undermentioned BANKS of the Colony of New South Wales, for the Quarter ended 30th June, 1861.

BANKS.	LIABILITIES.					ASSETS.							CAPITAL AND PROFITS.			
	Notes in Circulation.	Bills in Circulation.	Balances due to other Banks and Branches.	Deposits.	Total Liabilities.	Coin.	Bullion.	Landed Property.	Notes & Bills of other Banks.	Balances due from other Banks, and Branches.	Notes and Bills Discounted, and all other Debts due to the Banks.	Total Assets.	Capital paid up.	Rate per Annum of last Dividend.	Amount of Dividend.	Amount of Reserved Profits at the time of declaring Dividend.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.
New South Wales	238,271 11 6	2,568 10 8	39,284 7 8	1,315,748 13 0	1,595,873 2 10	313,399 8 0	4,902 5 4	43,498 18 6	14,944 9 1	832,789 0 3	*1,396,687 13 3	2,606,221 14 5	750,000 0 0	15 ½ cent.	56,250 0 0	217,068 18 6
Commercial	170,640 9 3	1,042 6 11	3,384 18 10	993,975 12 8	1,170,943 7 8	332,400 7 2	38,212 19 8	22,197 19 11	17,023 13 7	97,786 19 0	1,072,864 1 2	1,580,486 0 6	320,000 0 0	15 ½ cent.	24,000 0 0	65,334 17 3
Australasia.....	77,030 18 5	6,039 17 4	.....	565,100 19 1	648,171 14 10	128,961 2 11	.....	42,884 14 0	5,111 17 9	.....	444,868 14 3	621,826 8 11	900,000 0 0	10 ½ cent.	45,000 0 0	296,206 14 6
Union of Australia	64,549 5 8	8,184 15 6	277 17 5	550,670 2 5	623,682 0 11	143,204 4 1	9,575 17 9	13,870 15 11	4,804 14 11	8 0 2	371,466 2 8	542,729 15 6	1,000,000 0 0	12 ½ cent.	60,000 0 0	273,847 5 0
Australian Joint Stock	174,838 13 9	6,627 2 3	9,914 0 7	651,780 3 8	843,160 6 3	198,741 17 9	1,603 3 0	44,639 10 3	17,669 18 5	123,558 3 9	851,690 2 2	1,237,898 16 4	375,000 0 0	10 ½ cent.	18,730 0 0	29,114 13 3
London Chartered of Australia	14,651 12 4	238 2 3	.....	99,219 1 1	114,108 15 8	48,771 7 1	.....	26,084 19 4	548 9 3	.....	193,482 0 11	268,886 16 7	775,000 0 0	7 ½ cent.	24,500 0 0	72,887 2
English, Scottish, and Australian Chartered	26,650 8 4	2,736 3 5	.....	332,500 5 1	361,935 11 10	95,552 5 9	.....	30,600 14 10	1,899 8 4	.....	624,967 18 8	655,019 7 7	500,000 0 0	6 ½ cent.	15,000 0 0	22,487 5 3
Oriental Chartered	144,876 0 0	6,206 15 10	226,186 17 1	724,892 12 4	1,102,161 5 3	221,241 18 3	19,055 3 8	27,207 2 7	7,074 1 6	328,833 18 3	592,504 17 4	1,106,917 1 2	1,260,000 0 0	11 ½ cent.	113,400 0 0	252,000 0 0
TOTALS.....	911,416 14 3	33,843 14 1	279,615 7 7	5,235,947 0 4	6,460,066 5 3	1,482,272 11 0	73,149 9 0	250,983 15 4	69,066 12 10	1,382,976 1 5	5,450,537 10 5	8,708,986 0 0	5,830,000 0 0		356,880 0 0	1,228,946 16 4

* Including £2,287 5s. 7d. Government Securities

† 6 ½ cent. per annum, and Bonus of 16s. per share.

‡ 10 ½ cent. per annum, and Bonus of 4 ½ cent.

The Treasury, New South Wales,
Sydney, 7th August, 1861.

E. C. WEEKES,
Treasurer.

NOTE.—This Abstract is substituted for that published in the Government Gazette of Tuesday last, the 6th instant, which latter includes the operations of the Bank of New South Wales within the Colony of Victoria.

1861.

Legislative Assembly.
NEW SOUTH WALES.

BANK LIABILITIES AND ASSETS.

Ordered by the Legislative Assembly to be Printed, 9 December, 1861.

GENERAL ABSTRACT of the Sworn Returns, rendered pursuant to the Act of Council, 4th Victoria, No. 13, of the Average ASSETS and LIABILITIES, and of the CAPITAL and PROFITS, of the undermentioned BANKS of the Colony of New South Wales, for the Quarter ended 30th September, 1861.

BANKS.	LIABILITIES.					ASSETS.							CAPITAL AND PROFITS.			
	Notes in Circulation.	Bills in Circulation.	Balances due to other Banks and Branches.	Deposits.	Total Liabilities.	Coin.	Bullion.	Landed Property.	Notes & Bills of other Banks.	Balances due from other Banks, and Branches.	Notes and Bills Discounted, and all other Debts due to the Banks.	Total Assets.	Capital paid up.	Rate per Annum of last Dividend.	Amount of Dividend.	Amount of Reserved Profits at the time of declaring Dividend.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	per cent.	£ s. d.	£ s. d.
New South Wales	215,425 10 0	6,066 19 6	56,496 2 1	1,311,335 10 6	1,589,324 2 1	451,374 17 3	6,439 8 1	50,224 12 0	13,776 1 0	783,276 8 7	1,301,307 17 0	2,606,999 4 5	750,000 0 0	15 4/8 cent.	56,250 0 0	217,068 18 6
Commercial	168,644 4 4	4,734 18 8	7,904 11 2	989,500 16 6	1,170,784 10 8	273,549 18 10	46,937 16 2	22,693 18 9	16,447 15 8	100,261 9 2	1,112,565 10 4	1,572,456 8 11	320,000 0 0	14 4/8 cent.	22,400 0 0	65,032 18 1
Australasia.....	76,265 14 3	5,378 0 5	.....	549,467 1 2	631,110 15 10	117,756 13 1	.....	42,501 14 3	4,289 19 11	.....	484,455 9 1	649,304 1 4	900,000 0 0	10 4/8 cent.	45,000 0 0	296,206 14 6
Union of Australia	69,344 2 10	8,570 3 1	184 7 0	493,421 10 3	561,470 12 2	156,477 9 1	4,071 18 0	13,870 15 10	3,781 6 1	228 18 6	372,404 1 6	550,834 9 0	1,000,000 0 0	12 4/8 cent.	60,000 0 0	275,425 12 0
Australian Joint Stock	178,437 13 10	4,956 16 0	9,814 8 5	663,645 13 9	856,864 12 0	228,624 2 7	1,483 15 9	45,167 9 7	18,369 15 3	70,210 4 1	879,841 17 10	1,243,697 5 1	375,000 0 0	8 4/8 cent.	15,000 0 0	17,933 13 3
London Chartered of Australia	13,295 11 5	279 15 6	.....	89,471 6 3	103,046 13 2	34,192 17 7	.....	23,084 19 4	676 7 2	.....	195,699 15 5	253,668 13 6	850,000 0 0	7 4/8 cent.	24,500 0 0	83,348 4 10
English, Scottish, and Australian Chartered	26,300 11 5	1,699 6 9	.....	319,355 4 1	347,355 2 3	78,318 16 0	.....	30,587 4 10	1,703 10 0	.....	537,564 13 5	648,174 3 3	500,000 0 0	6 4/8 cent.	15,000 0 0	23,587 17 9
Oriental Chartered	147,745 12 4	8,042 18 7	191,571 17 8	693,686 6 6	1,041,046 15 1	221,500 8 1	7,820 9 0	27,207 2 7	5,939 12 4	280,688 14 8	591,433 7 0	1,134,639 13 8	1,260,000 0 0	18 4/8 cent.	113,400 0 0	252,200 0 0
TOTALS.....	885,459 0 5	39,738 18 6	265,321 6 4	5,109,883 18 0	6,301,003 3 3	1,561,795 7 6	66,853 7 0	255,637 17 2	64,984 7 5	1,234,615 15 0	5,473,872 11 1	8,660,759 5 2	5,955,000 0 0		351,560 0 0	1,229,503 18 11

* Including £6,294 12s. Government Securities.

† 6 4/8 cent. per annum, and Bonus of 16s. per share.

‡ 10 4/8 cent. per annum, and Bonus of 4 4/8 cent.

The Treasury, New South Wales,
Sydney, 1st November, 1861.

E. C. WEEKES,
Treasurer.

1861.

Legislative Assembly.

NEW SOUTH WALES.

POST OFFICE.

(SIXTH ANNUAL REPORT, BEING FOR 1860.)

Ordered by the Legislative Assembly to be Printed, 15 October, 1861.

THE POSTMASTER GENERAL to THE UNDER SECRETARY FOR FINANCE AND TRADE,
TREASURY, transmitting the Sixth Annual Report on the Post Office Department, being
that for 1860.

General Post Office,
Sydney, 13 August, 1861.

SIR,

In accordance with former instructions, I have the honor to transmit, for the information of the Honorable the Colonial Treasurer, and to be laid before the Legislative Assembly, the Sixth Annual Report on the Post Office Department, being that for the year 1860.

No. 1.—EXTENSION OF POST OFFICE SERVICE.

ON the 31st December, 1859, the whole extent of the Postal Lines in New South Wales was 8,737 miles. At the same date in 1860 their extent was 8,231 miles.

The separation of Queensland has decreased the postal lines of this Colony by 1,558 miles; but new lines have been established during the year, which have caused an ^{A, in Appendix.} increase of 1,069 miles; whilst two lines, amounting together to 16 miles, have been discontinued; and one mile saved by a change of route; giving a difference in the extent of the postal lines, of the two years, of 506 miles decrease in 1860.

Returns of the postal lines transferred to Queensland, of those recently established, ^{Appendix B & C.} and of those discontinued, will be found in the Appendix.

Increased postal communication on existing lines, to the extent of 1,111 miles, has been afforded during the past year, the particulars of which are also given in an annexed ^{Appendix D.} Return.

A second daily mail between Parramatta and Windsor (19 miles) was discontinued in 1860.

The number of miles travelled in 1859 was 1,418,064, whilst during 1860 the mileage had increased to 1,461,518, being an excess of 43,454 miles. When it is considered that the whole population of the Colony, on 31st December, 1860, was estimated by the Registrar General at 360,363 souls, the extent of postal accommodation afforded to the public will be more fully appreciated.

At the end of 1859 there were 252 Post Offices in New South Wales, 15 having been transferred during that year to Queensland. There were at the end of 1860, 289 Post Offices, being an increase of 37 offices. 39 new Post Offices were established during the year, 3 re-established, and 5 discontinued.

REPORT FROM THE POSTMASTER GENERAL—1860.

The last item of gratuities on late sorting is paid to four clerks for overtime, and the arrangement made provides that letters arriving from the Hunter can be delivered at the General Post Office as late as 7 p.m.; and that letters addressed to the Hunter can be posted as late as 7.30 p.m.

The cost of the Colonial Mails conveyed by land, compared with that of 1859, is shewn in the following tabular Statement :—

YEAR.	Extent of Postal Lines by Rail.	Average Cost per Mile.			Extent of Postal Lines by Coach.	Average Cost per Mile.			Extent of Postal Lines by Horse.	Average Cost per Mile.			Total Extent of Postal Lines.	Total Cost of Conveyance.			Average Cost per Mile.		
	MILES.	£	s.	d.	MILES.	£	s.	d.	MILES.	£	s.	d.	MILES.	£	s.	d.	£	s.	d.
1859	54	11	10	0	1,765	12	12	0	6,918	3	5	2	8,737	45,408	8	0	5	3	11
1860	60½	11	10	0	1,757½	12	16	0	6,413	3	7	6	8,231	44,792	12	10	5	8	1
Increase..	6½	....	....	....	0	4	0	....	0	2	4	....	.....	....	....	....	0	4	2
Decrease	..	....	....	7½	....	....	....	505	.....	....	....	506	615	15	2	....	....	....	....

It may be necessary to state that the above return deals with the whole liabilities under accepted tenders, and takes no account of either fines levied or special contracts.

Under the head of average cost by rail I have only inserted the actual sum payable by mile to, the Railway Department, which is the same as in 1859; but the expense attendant on railway guards, portage from stations, &c., and which disbursements are peculiarly incidental to railways, must fairly be considered in any comparison that may be drawn as to the cost of mails by the different modes of conveyance; and when so considered, it will be found that the railway, though the most punctual and the most speedy mode of mail transit, is also the most expensive.

From the 30th April to the 28th May, 1860, the Southern Railway was not, (to its full extent), in working order, being damaged by floods. During this period the mail service between Parramatta and Campbelltown, in the first instance, and subsequently between Liverpool and Campbelltown, was performed by coach, under a temporary and necessarily expensive contract. For this service an extra expenditure of £145 was incurred, which it has been decided must be paid by the Post Office Department.

It will be seen that the conveyance of mails by coach was dearer in 1860 than in 1859, by 4s. per mile, and by horse 2s. 4d. per mile; thus increasing the general average of the cost of conveying the mails during 1860 by 4s. 2d. per mile. The extension of the railway lines 6½ miles is caused by the Northern Railway being opened as far as Lochinvar.

No. 3.—REVENUE.

The Revenue of the Post Office Department for the years 1859 and 1860 was as follows :—

YEAR.	SALE OF STAMPS.			FEES FOR PRIVATE BOXES.			POSTAGE ON UNPAID LETTERS.			TOTAL		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
1859	42,144	19	4	275	12	6	1,258	2	10	43,678	14	8
1860	44,302	19	10	266	14	0	1,042	16	5	45,612	10	8
Increase	2,158	0	6	.....	.....	.....	.....	.....	.....	1,933	15	7
Decrease .....	.....	.....	.....	8	18	6	215	6	5	.....	.....	.....

The

The increase in the whole revenue of the year has been at the rate of nearly $4\frac{1}{2}$ per cent. over that of 1859. The increase of revenue of 1859 over 1858 was at the rate of 9 per cent. ; but it must be recollected, that during eleven months of 1859, the postal receipts of Queensland were included in the postal revenue of New South Wales. Whilst the sale of stamps during 1860 has increased upwards of 5 per cent., there has been a falling off in the revenue from private boxes and unpaid postage. The decrease in the latter item must be attributed to the fact that loose letters do not arrive by the sailing ships to the extent they did when the mail steamers were less punctual, and that the unpaid postage on Queensland letters is also lost.

I may mention that, by the practice of the Government service, some items are placed to the credit of the General Revenue, the receipts from which are derived from the Post Office Department, such as proceeds of sale of waste paper, old stores, disabled horses, &c.

No. 4.—EXPENDITURE.

The following Statement shows the Total Expenditure of the Department for the past Year, as compared with 1859, under the three heads of Salaries, Contingencies, and Conveyance of Mails :—

YEAR.	SALARIES.			CONTINGENCIES.			CONVEYANCE OF MAILS.			TOTAL.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
1859	22,177	15	4	1,578	13	10	47,614	7	9	71,370	16	11
1860	23,244	3	10	1,061	17	0	47,084	17	8	71,390	18	6
Increase	1,066	8	6	.....	.....	.....	.....	.....	.....	20	1	7
Decrease .....	.....	.....	.....	516	16	10	539	10	1	.....	.....	.....

It will be seen that the expenditure of the Post Office Department during 1860 was nearly the same as in 1859, in spite of the great increase of business.

Under the head of salaries, there is an increase of £1,066 8s. 6d., which is attributable to the fact that nearly £700 more have been paid to country Postmasters during 1860 than during 1859 ; whilst two letter carriers, (one town and one country), two messengers, and an additional mail boy, have been added to the establishment.

It will be noted that the disbursements on account of Post Office salaries do not absorb one-half the postal revenue.

Under the head of contingencies, there is a decrease of expenditure amounting to £516 16s. 10d., or about $\frac{3}{2}$ per cent. This is to be accounted for by an item of £500 towards clerical assistance not having been voted for 1860.

The details of the expenditure of the mail service are elsewhere given ; but the significant fact, that the expenses caused thereby, (independent of the Peninsular and Oriental Company's contract) exceed the whole revenue of the department by the sum of £1,772 7s. 5d., is quite sufficient to explain why the department is not a self-paying one. It is impossible that it can ever become so, until the population of New South Wales is more concentrated, and the relative proportion between the number to be benefited and the extent of postal accommodation afforded has undergone a considerable change.

The subsidy to the British Government towards the performance of the monthly mail service from and to the United Kingdom, which is at present set down at £20,000 per annum, is not paid for through the Post Office Department, and is not therefore included in the above Return of Expenditure.

The incidental expenses of stores, postage, fuel, and light, are also chargeable on votes other than departmental.

No. 5.—NUMBER OF LETTERS, NEWSPAPERS, AND PARCELS.

The three following tabular Statements shew the Despatch business transacted in the New South Wales Post Offices during the years 1859 and 1860.

These statements are necessarily estimated, but are verified in the following way :—

The Superintendent of the Letter Branch of the General Post Office, and the Country Postmasters, transmit returns of the letters, newspapers, and parcels (including the book packets) posted during seven consecutive days, viz.,—from 16th to the 22nd of each month, and from these returns the general average for the whole year is taken.

LETTERS.

YEAR.	POSTED FOR TOWN DELIVERY.	POSTED FOR COUNTRY DELIVERY.	POSTED FOR FOREIGN DESPATCH.	TOTAL POSTED DURING THE YEAR.
1859	348,844	2,843,310*	377,568	3,569,722
1860	349,670	3,012,345*	441,415	3,803,430
Increase	826	169,035	63,847	233,708

* Includes Town Letters posted out of Sydney.

The above Return shews an increase of posted letters under every head; the total per centage of increase on letters posted in 1860 over 1859 being 6 per cent. The increase of 1859 over 1858 was 15 per cent.

The number of letters posted for Town delivery in Sydney, shews but a slight increase; but the return of letters posted for Country delivery (including the Town letters of Country Post Offices) shews an advance of 5 per cent., and in letters posted for Foreign despatch 16 per cent.

NEWSPAPERS.

YEAR.	POSTED FOR COUNTRY DELIVERY.	POSTED FOR FOREIGN DESPATCH.	TOTAL POSTED DURING THE YEAR.
1859	2,376,754	406,684	2,783,438
1860	2,758,305	495,331	3,253,636
Increase	381,551	88,647	470,198

The increase of newspapers transmitted for Country delivery is at the rate of 16 per cent.; whilst in 1859 it was 18 per cent. over the previous year.

The augmentation in the newspapers posted for Foreign despatch is still greater, being at the rate of 21 per cent., against an increase in 1859 over the preceding year of only two per cent. With the exception of a few newspapers posted seven days after publication, the whole of the newspapers posted for Country delivery, and about 252,300 posted for Foreign despatch, were transmitted gratuitously; although entailing considerable expense on the department.

PARCELS.

YEAR.	POSTED FOR COUNTRY DELIVERY.		POSTED FOR FOREIGN DESPATCH.	TOTAL POSTED DURING THE YEAR.
	Closed at the ends.	Open at the ends.		
1859	28,735	33,293	4,084	66,112
1860	24,455	47,085	6,794	78,334
Increase .....	.....	13,792	2,710	12,222
Decrease	4,280	.....	.....	.....

I had occasion to express my surprise, in the Post Office Report of 1859, that the number of packets passing through the Post Office closed against inspection, which packets are now confined to bank pass books and a few other articles, had rather increased, having anticipated a considerable decrease in that year. The decrease in 1860 is very marked, being at the rate of 15 per cent., whilst the class of parcels open at both ends for Country delivery has increased 41 per cent.

All parcels at book post rates posted for Foreign despatch are open at both ends, and they have increased during the year at the rate of 66 per cent., whilst the general percentage of increase on all descriptions of parcels posted during the year amounts to 18 per cent.

This result may be taken as a satisfactory indication that the privilege of transmitting Colonial book packets at reduced rates is much more extensively made use of.

The three following tabular Statements have reference to the work of the Ship Room of the General Post Office.

The totals despatched are posted in the Colony, and therefore appear in a previous return; those received pass from the Ship Room to the Inland and Delivery Branches of the General Post Office, and from thence are transmitted or delivered to the parties addressed.

The Ports of Newcastle and Eden receive to a limited extent direct Foreign or Colonial mails, but no returns have hitherto been required from the Postmasters of those places.

LETTERS.

DESPATCHED.					RECEIVED.			
YEAR.	To Australian Colonies.	To and through United Kingdom.	To Foreign Countries and British Possessions.	TOTAL.	From Australian Colonies.	From and through United Kingdom.	From Foreign Countries and British Possessions.	TOTAL.
1859 ..	139,570	220,795	17,203	377,568	132,966	202,768	20,129	355,863
1860 ..	202,785	217,442	21,188	441,415	189,305	215,827	22,199	427,331
Increase	63,215	.....	3,985	63,847	56,339	13,059	2,070	71,468
Decrease	.....	3,353	.....	.....	.....	.....	.....	.....
NEWSPAPERS.								
1859 ..	135,891	256,051	14,702	406,644	82,470	293,425	18,695	394,590
1860 ..	235,845	243,094	16,392	495,331	116,199	276,369	22,579	415,147
Increase	99,954	.....	1,690	88,687	33,729	.....	3,884	20,567
Decrease	.....	12,957	.....	.....	.....	17,056	.....	.....
PARCELS.								
1859 ..	1,741	2,208	135	4,084	1,449	2,614	201	4,264
1860 ..	3,866	2,582	346	6,794	2,283	2,835	284	5,402
Increase	2,125	374	211	2,710	834	221	83	1,138
Decrease	.....	.....	.....	.....	.....	.....	.....	.....

From the letter return it will be seen that the despatch to Australasian Colonies has increased 45 per cent., and the receipt 42 per cent.

In 1859 there was a decrease in despatch and an increase of 2 per cent. in the receipt.

The letters sent to or through the United Kingdom have decreased $1\frac{1}{2}$ per cent., and those received increased 6 per cent.

In 1859 the reverse was the case, there being an increase of 6 per cent. on this class of letters despatched, and a similar per centage of decrease on those received.

The

The letters despatched to Foreign Countries and British Possessions have increased in the ratio of 23 per cent., whilst those received shew an increase of 10 per cent.

In 1859 the increase was 29 on despatch, and 37 per cent. on receipt.

The general increase on ship letters despatched is 17 per cent., on those received 20 per cent.

The newspapers despatched to the Australasian Colonies have increased by no less than 73 per cent., and those received 40 per cent. It must be recollected that newspapers to and from Queensland, for the first time, appear in the Inter-colonial Return.

The despatch and receipt of newspapers from and to the United Kingdom are both less than in 1859, the former having decreased 5 per cent., the latter 6 per cent.; whilst on the other hand, there is an increase in the former of 11 per cent., and in the latter 20 per cent., with regard to newspapers to and from Foreign Countries and British Possessions.

The total return of newspapers despatched exhibits the large increase of 21 per cent., and of those received an augmentation of 5 per cent.

The return of parcels, including book packets, shew a steady increase in every item; and, on the despatch to Australasian Colonies, the large increase of 66 per cent.

21,580 letters were returned to the writers as unclaimed; (being 1,742 more than in 1859), of which number 17,136 were addressed to places within the Colony, 3,074 to the Australasian Colonies, 1,287 to the United Kingdom, and 83 to other places.

In the three last items there is a decrease as compared with 1859.

In the first item of Country letters there is an increase of 2,053 letters, which can be accounted for by the increased number of Colonial letters posted.

Of the letters returned to the writers, 256 were unregistered, but were found to contain money or articles of value, and 397 were registered.

8,214 letters addressed to the Colony (being 32 fewer than in last year) were returned unopened, as follows, viz. :—

To Australasian Colonies	3,093
To the United Kingdom.....	4,875
To other places	246

To the neighbouring Colonies there was an increase in the number returned of 247 letters, whilst there was a decrease of 230 letters returned to the United Kingdom, and of 49 letters returned to other parts beyond seas.

9,088 letters were returned as unstamped, insufficiently stamped, and irregularly posted.

As this number is nearly treble that of the number returned for the same causes during 1859, it is necessary to explain that, for a considerable period after the separation of Queensland, parties addressing letters thereto persisted in affixing postage stamps thereon at Colonial instead of Inter-colonial rates.

86,847 registered letters passed through the General Post Office during 1860, being 2,413 less than in the former year, and 8,352 less than in 1858.

I find that there were fewer registered inland letters by 6,160, whilst the registered ship letters increased during the past year by 3,747 letters.

The registered letters passing to and from the United Kingdom were 16,507, being 1,559 more than in the year 1859; to and from the Australasian Colonies 8,209, being 2,323 more than in the former year; whilst there were 358 registered letters to and from parts beyond the sea, being 135 less than in 1859.

1,242 ounces of Gold were received at the General Post Office during 1860, against 1,414 the previous year.

No. 6.—STEAM COMMUNICATION WITH ENGLAND.

The following Return gives the specified and the actual days of Arrival and Despatch of the Mail Contract Steamers during 1860 :—

NAME OF VESSEL.	Specified Date of Arrival.	Actual Date of Arrival.	NAME OF VESSEL.	Specified Date of Departure.	Actual Date of Departure.
Salsette.....	8 January	11 January	Columbian	14 January	14 January
Northam	8 February	9 February	Salsette	13 February	14 February
Emeu	9 March	14 March	Northam	14 March	14 March
Benares	9 April	16 April	Emeu *	14 April	22 April
Malta	9 May	9 May	Benares	14 May	14 May
Ottawa	8 June	16 June	Malta	14 June	14 June
Salsette.....	8 July	8 July	Ottawa	22 July	22 July
Jeddo	14 August	16 August	Salsette	22 August	22 August
Behar	13 Sept.	13 Sept.	Jeddo	22 Sept.	22 Sept.
Salsetto.....	14 October	14 October	Behar	22 October	22 October
Jeddo	14 Nov.	12 Nov.	Salsette	22 Nov.	22 Nov.
Behar	14 Dec.	17 Dec.	Jeddo	22 Dec.	22 Dec.

* The Emeu was detained in consequence of an accident, and injury sustained thereby, on the specified day of despatch.

The above return is extremely favorable as compared with that for 1859. On six occasions the outward mail has been late; but, except in June, a return mail from Sydney, either supplementary or otherwise, was accomplished.

The English mail arrived on the specified day on five occasions during the year, and was two days before its time in the month of November.

Except in April, when the unfortunate collision between the steamers "Emeu" and "Williams" took place, the despatch days of the homeward mails were strictly adhered to.

Five supplementary mails were despatched by Colonial steamers during the year. Two of these were paid for by grants to the Australasian Steam Navigation Company, amounting in the aggregate to £150.

For the other three supplementary mails, the authorized gratuity of a half-penny per letter only was paid.

As a set-off to the expenditure of the supplementary mails, about £80 were received as fees on late letters.

In the month of March, the mails both from the United Kingdom, and the Colony, ceased to touch at the Mauritius; but proceeded from and to Aden and King George's Sound *via* Ceylon.

The mail which left London in June, and which arrived in this Colony in August, was the first that was carried as far as Point de Galle by vessels not subsidized by the Colony; and the August mail from Sydney was the first that was conveyed no further than Ceylon by the subsidized mail steamer.

This new arrangement entailing on the steamers to and from Sydney shorter voyages and less liability to accidents, promises to give to New South Wales a punctuality in mail arrival and despatch that it has never hitherto enjoyed.

MISCELLANEOUS.

In my last Report, I stated the then position of the Post Office Money Order System in Victoria and South Australia; and alluded to the further advantage proposed to be attached to the Money Order Offices in the United Kingdom, by their being made the medium for the deposit and withdrawal of moneys in connection with the Savings Bank.

I further mentioned, that in the beginning of the year 1860, I transmitted an estimate of the probable expenditure that would be incurred by the partial introduction of the Money Order System in New South Wales, from the 1st July to the 31st December last.

In

In order to give the fullest information on the subject, I have placed in the Appendix Appendix G. a copy of my letter.

No steps have since been taken to bring the system into operation; and in one respect the difficulty I foresaw, from the paucity of accommodation in the General Post Office, has considerably augmented.

During the last year, the Telegraph Office has been joined to the Sydney Post Office; and the latter establishment has been still further curtailed, having lost the lobby where I proposed the Money Order Office should be, as well as two store-rooms, the letter carriers' lobby, and part of the room used for the sale of stamps.

Under present circumstances, therefore, I am disposed to recommend, in case the Money Order System should now be introduced, that its operations should commence in some detached building, and be under the control of a superior officer of the Letter Branch, under whom the two clerks should be placed.

As the accounts connected with Money Orders are quite distinct from the usual postal routine, I apprehend that some such plan would not interfere with the efficiency of the financial details, although it would to some extent increase the cost of the establishment.

The only other alteration I would propose making in the plan transmitted by me, would be, that the Money Order Offices might be further extended to Scone, Murrurundi, Tamworth, and Armidale, on the Northern Road; and to Gundagai, Tarcutta, and Albury, on the Southern Road; to all which towns daily postal communication has been extended since the original recommendation was made.

My proposal therefore would now embrace 25 Money Order Offices, including the central one in Sydney.

My attention having been called to the fact, that in the Colony of Victoria provision had been made that at some of the Post Offices therein, postage stamps which were not soiled or defaced could be exchanged for money, I recommended, on the 12th July, 1860, that a similar privilege should be conceded to the public of this Colony, and that it should be made general in its application to all the Post Offices in New South Wales. This proposal has been finally approved of by the Executive Council, and the system is in fact in full operation at the present time.

I believe that the accommodation thus afforded will be highly valued, and that many remittances will be made in postage stamps throughout all parts of the Colony.

The details of the working of the measure will, however, more properly belong to next year's Report.

I have, during 1860, been enabled to make arrangements with the agents for New Zealand, in Sydney, for the monthly mails to and from that Colony being shipped direct, on their arrival in Sydney, from the Pevinsular and Oriental Company's vessels to the branch steamers, and *vice versa*.

Previously, at great inconvenience, and at periods when every officer in the department had his hands full, these mails were brought to the General Post Office, and hence re-shipped to their final destination.

During the year, I proposed that the old Fountain in Macquarie-place, which is now useless and unsightly, should be converted into a receiver for newspapers and book parcels; and the Colonial Architect thought it could be readily so appropriated.

As the suggestion, however, was not sanctioned, I placed on the Estimates of 1861, the necessary sum for four newspaper pillar receivers, and am glad to say that the Legislative Assembly at once voted the amount required for their construction.

When erected, I trust there will be no further complaints as to the present pillar boxes being only available for letters.

The restriction, as already explained, has arisen from the fact that letters are apt to get entangled in the folds of newspapers, when the two are posted together; that the hours of closing the newspaper mails are not the same as those for closing the letter mails; and further, that it was apprehended that the parties who now empty the pillar boxes might not be able to convey, at all times, the bulk of newspapers that might be posted therein.

Separate provision will be made for emptying the newspaper receivers, at hours suitable to the closing of the newspaper mails.

During the past year the discovery of gold at Kiandra called for sudden and extensive additions to the postal lines and Post Offices, to an extent unexampled since the rush to Sofala, in 1851.

It was at one time anticipated, that in the spring of the year, 40,000 persons might be congregated in the neighbourhood of the Kiandra Gold Fields; and it was necessary, during the winter, that steps should be taken to prepare for such an emergency.

A Post Office was opened at Kiandra on the 16th April, and formally established on the 19th May; and on the 13th July, a clerk from the General Post Office was placed in charge, to whom an assistant was given on the 22nd October.

On the 20th July a Post Office was established at Russell's, in the vicinity of the Gold Fields.

Before the end of the year, the postal communication between Sydney and Kiandra was four times a week, viz.,—thrice by way of Cooma, and once by way of Tumut; and an allotment of land having been selected in a central site, a commodious Post Office, with a Telegraph Office attached, was erected thereon, and duly occupied.

As matters afterwards turned out, a great deal of unnecessary expenditure was incurred; but this was inevitable from the uncertainty connected with Gold Fields, and the fluctuating nature of the population thronging thereto.

A great change has taken place during the year in the mode of filling up vacancies in the minor appointments of the department.

The appointment and dismissal of Country Postmasters, letter-carriers, sorters, and mail-guards formerly vested in the Postmaster General; but these are now made entirely by the Government.

The alteration necessarily causes some delay in filling up vacancies, and increases the correspondence of the Office.

During the whole of 1860, the morning delivery at the General Post Office has been impeded and delayed, owing to the Western mails being invariably late, from the circumstance that the railway train which conveyed them did not arrive at the terminus till 8.35 a.m., and sometimes later.

I am happy to say that the Railway Department has consented to an arrangement under which, from the beginning of the present year, these mails are brought down by an early train, and the punctual delivery of letters in Sydney, at 9 a.m., thus insured.

Appendix H.

The Postal Inspector's Annual Report will be found in the Appendix.

I have, &c.,

W. H. CHRISTIE,
Postmaster General.

APPENDIX.

APPENDIX.

A.

RETURN of Postal Lines established during 1860.

ROADS.	POSTAL LINES.	FREQUENCY OF COMMUNICATION.	MODE OF CONVEYANCE.	MILES.
Western Roads...	Drungalee and Canonbah	Once a week	On horseback (re-established)...	24
	Rockley and Swatchfield	Once a week	On horseback	25
Southern Roads .	Cooma and Buckley's Crossing Place	Once a week	On horseback	30
	Binalong and Murrumburrah	Twice a week	On horseback	20
	Queanbeyan and Lanyon.....	Twice a week	{ One or more horse vehicles, or on horseback	16
	Moorna and Mount Murchison	Once a fortnight	On horseback	300
	Cooma, Russell's, and Kiandra	Once a week	{ One or more horse vehicles, or on horseback	50
	Yass and Gundaroo	Twice a week	On horseback	30
	Tumut and Kiandra	Once a week	On horseback	65
	Adelong and Ten Mile Creek	Once a week	On horseback	42
Northern Roads .	With branch to Welaregang	Once a week	On horseback	30
	Cundletown and Jones Island	Twice a week	On horseback and by boat.....	10
	Coolah and Denison Town	Once a week	On horseback	20
	Walgett and Fort Bourke	Once a fortnight	On horseback	250
	Newcastle Post Office and Pillar Box and Branch Offices	Twice a day	On horseback	4
	Kempsey and Frederickton	Once a week	On horseback	10
	Lawrence, Tabulam, and Tooloom	Once a week	On horseback	95
	Gosford and Sydney	Once a week	On horseback	48
TOTAL				1,069

B.

RETURN of Postal Lines transferred to Queensland during 1860.

POSTAL LINE.	FREQUENCY OF COMMUNICATION.	MILES.
Queensland Frontier and Drayton	Twice a week	115
Do. and Callandoon (from Tamworth)	Once a week	18
Do. and Callandoon (from Walgett)	Once a week	7
Warwick and Ipswich	Once a week	65
Queensland Frontier to Brisbane (from Casino).. .. .	Once a week	65
Drayton and Ipswich	Twice a week	60
Ipswich and Brisbane	Three times a week	28
Drayton and Callandoon	Once a week	150
Drayton and Dalby	Once a week	60
Dalby and Condamine	Once a week	76
Condamine and Surat	Once a week	84
Condamine and Taroona	Once a week	80
Ipswich and Burnett Inn	Once a week	140
Gayndah and Maryborough	Once a week	70
Dalby and Gayndah	Once a week	115
Gladstone and Maryborough	Once a fortnight	180
Gayndah and Taroona	Once a week	125
Gladstone and Rockhampton	Once a fortnight	70
Goode's Inn and Gayndah	Once a week	50
TOTAL		1,558

C.

RETURN of Postal Lines discontinued during 1860.

ROADS.	POSTAL LINES.	FREQUENCY OF COMMUNICATION.	MILES.
Northern Roads ..	Gosford and Mangrove Creek	Once a week	12
	Tinonee and Cundletown	Twice a week	4
Western Road ..	Parramatta and Windsor	Second daily mail	19
TOTAL			35

D.

RETURN of increased Postal Accommodation afforded during 1860 to existing Postal Lines.

ROADS.	POSTAL LINES.	ADDITIONAL FREQUENCY OF COMMUNICATION.	MODE OF CONVEYANCE.	MILES.
Western Roads...	Windsor and St. Alban's.....	Once a week	On horseback	25
	Sackville Reach and Lower Portland	Twice a week	On horseback	6
	Hartley and Mudgee.....	Twice a week	By two-horse vehicle	84
Southern Roads...	Curcor and Cowra	Once a week	On horseback	27
	Bathurst and Rockley	Once a week	On horseback	50
	Dapto and Shellharbour	Once a week	On horseback	15
	Dapto and Shoalhaven	Thrice a week	On horseback	42
	Shoalhaven and Green Hills	Thrice a week	On horseback	4
	Shoalhaven and Ulladulla	Thrice a week	On horseback	43
	Ulladulla and Bateman's Bay	Once a week	On horseback	40
	Moruya and Pambula	Once a week	On horseback	98
	Pambula and Eden	Twice a week	On horseback	10
	Deniliquin and Moama	Thrice a week	On horseback and 1-horse cart	50
	Lang's Crossing Place and Deniliquin.....	Once a week	On horseback	80
	Wagga Wagga and Deniliquin	Once a week	On horseback	180
Northern Roads...	Goulburn and Braidwood	Thrice a week	By coach	55
	Boro and Queanbeyan	Thrice a week	By coach	20
	Queanbeyan and Cooma	Four times a week	By coach	70
	Raymond Terrace and Stroud	Twice a week	By two-horse vehicle	32
	Tuonee and Redbank	Once a week	On horseback	12
	Murrumbidgee and Breeza	Once a week	On horseback	60
	Bendemeer and Walcha	Once a week	On horseback	25
	Sydney and Gosford	Once a week	On horseback	48
	Goonoo Goonoo and Nundle	Once a week	On horseback	35
				TOTAL.....	1,111

E.

LIST of POST OFFICES in the Colony of New South Wales, on 31st December, 1860.

POST TOWN.	MILES FROM SYDNEY.	POSTMASTERS.	SALARY.
Adelong	252	P. Michaelis	£20 0 0
Albury	351	W. N. M. Edmondson	125 0 0
Appin	43	J. Armstrong	20 0 0
Araluen	192	A. Wollier	15 0 0
Armidale	313	J. Moore	120 0 0
	379		
Ashfield	5	Wm. Dougan	12 0 0
Avisford	166	T. Gorrie	25 0 0
Bald Hills	170	J. O. Phillips	12 0 0
Balranald	554	J. Cramsie	15 0 0
Bandon Grove	181	W. A. Smith	12 0 0
Barraba	303	D. Sinclair	12 0 0
Bathurst	122	W. Thompson	230 0 0
Baulkham Hills	19	J. Kelly	12 0 0
Bega	255	J. Jaggars	15 0 0
Bendemeer	278	J. Selke	30 0 0
Berrima	83	J. Powell	60 0 0
Binalong	203	M. Murphy	20 0 0
Binda	177	T. Webster	25 0 0
Bingera	339	W. Howard	18 0 0
Black Creek	110	F. G. S. Street	12 0 0
Blaney	142	T. Davis	12 0 0
Black Rock	204	G. Gallimore	12 0 0
Bodalla	212	A. Cowdroy	12 0 0
Bombala	345	H. Hogarth	20 0 0
Botany Road	2	W. West	12 0 0
Bowenfels	84	W. Corderoy	20 0 0
Bowling Alley Point	250	H. T. Still	12 0 0
Braidwood	180	J. P. Queleh	100 0 0
Breeza	238	J. R. Ferrier	12 0 0
Brookfield	118	J. Thorndike	12 0 0
Buckley's Crossing-place	323	R. Barnes	12 0 0
Bateman's Bay		J. Donovan	15 0 0
Bundarra	323	J. Priestly	12 0 0
Bundaburna	249	A. Stevenson	15 0 0
Bungendore	170	O. Byrne	18 0 0
Bungonia	120	J. Armstrong	15 0 0
Burrumbidgee	274	J. Cullen	12 0 0
Burragong	54	M. Meurant	12 0 0
Burrowa	222	J. Hurley	18 0 0
Caloola	140	E. Tyler	12 0 0
Camberwell	131	J. Hawkins	12 0 0
Camden	40	E. Pearson	90 0 0
Campbelltown	34	W. Fowler	100 0 0
Campbell's Creek	176	W. Wells	12 0 0
Canoubar	330	H. J. W. Egan	12 0 0
Canowindra	208	C. Sykes	15 0 0
Canterbury	6	W. Slocumbe	12 0 0
Carcoar	150	S. Fox	40 0 0
Carroll	256	G. Walker	12 0 0
Casino	605	Julian Cornack	15 0 0
Cassilis	221	W. Millar	25 0 0
Castlereagh	40	J. Craig	12 0 0
Cathcart	354	M. Gerathy	12 0 0

REPORT FROM THE POSTMASTER GENERAL—1860.

13

E—continued.

POST TOWN.	MILES FROM SYDNEY.	POSTMASTER.	SALARY.
Charcoal Creek	68	Wm. Russell	£12 0 0
Clarence Town	111	D. Farquhar	18 0 0
Cobbora	196	J. Blackmore	12 0 0
Collector	150	J. Simpson	15 0 0
Condobolin	292	R. B. Mitchell	12 0 0
Coolah	242	J. M'Cubbin	15 0 0
Cooma	296	C. Walters	40 0 0
Coonabarabran	294	C. J. Pegus	12 0 0
Coonamble	298	J. M'Cullough	12 0 0
Cowra	184	T. Walsh	18 0 0
Cundletown	198	T. L. Scott	16 0 0
Dapto	72	T. Hobbs	35 0 0
Delegate	366	C. Stuart	12 0 0
Deniliquin	472	J. N. Alexander	50 0 0
Denison Town	262	J. Kerr	12 0 0
Douglash Park	44	James Barrie	12 0 0
Drungalee	327	J. Bartlett	12 0 0
Dubbo	226	J. E. Serissier	15 0 0
Dundee	387	R. N. Smith	15 0 0
Dungog	124	T. Doust	25 0 0
East Kempsey	271	F. Litchfield	12 0 0
East Maitland	93	E. Ogg	65 0 0
Eastern Creek	24	T. Oram	12 0 0
Eccleston	116	R. Swyer	12 0 0
Eden	283	G. Barclay	100 0 0
Emu	36	J. Smith	15 0 0
Enfield	6	W. J. Innes	12 0 0
Euston	608	F. M. Black	12 0 0
Fish River Creek	147	W. J. Jones	12 0 0
Five Dock	7	D. Kelly	12 0 0
Fordwich	139	J. Clarke	12 0 0
Fort Bourke	560	Alfred Cottie	12 0 0
Frazer's Creek	423	J. Leslie	15 0 0
Frederickton	275	E. M'Carthy	12 0 0
Frying Pan	106	W. C. Knight	12 0 0
Gerringong	95	T. Day	12 0 0
Ginninderra	195	F. Davis	12 0 0
Gillinbah	366	K. Ellis	12 0 0
Green Hills	.....	R. H. J. Kemp	12 0 0
Glen Innes	373	J. Martin	25 0 0
Gloucester	150	T. Lavers	12 0 0
Goonoo Goonoo	235	W. Alderton	25 0 0
Gosford	45	T. C. Batley, junr.	15 0 0
Goulburn	128	J. J. Woodward	200 0 0
Grafton	450	T. Fisher	40 0 0
Gresford	121	T. Bush	20 0 0
Gulligal	276	H. Johnstone	20 0 0
Gundagai	242	D. Winton	100 0 0
Gundaroo	175	A. Frazer	15 0 0
Gunnedah	262	W. J. Plant	15 0 0
Gunning	158	J. Downes	20 0 0
Guyong	141	W. Rowe	15 0 0
Hartley	80	P. Finn	90 0 0
Hay	460	R. Neilson	15 0 0
Hexham	85	F. Harvey	12 0 0
Hinton	97	H. Atkins	25 0 0
Hunter's Hill	4	J. Stanner	12 0 0
Inverell	383	C. Ross	15 0 0
Ironbark	189	R. A. Stace	30 0 0
Jamberoo	83	W. Allen	20 0 0
Jerry's Plains	140	O. Saunders	20 0 0
Jones Island	202	T. W. Dugdale	12 0 0
Jugiong	219	J. Sheahan	12 0 0
Junction	77	W. Chapman	12 0 0
Keen's Swamp	125	W. Russell	12 0 0
Kelso	121	J. Glasson	12 0 0
Kempsey	271	E. P. Dangar	30 0 0
Kenny's Point	155	J. Kenny	12 0 0
Kiama	89	T. Fuller	35 0 0
Kiandra { via Tumut	313	A. F. Newman	.....
{ via Cooma	345		
Kincumber	50	H. H. Lane	12 0 0
Kirconnell	103	J. Bywater	12 0 0
Lane Cove	9	Edwd. Edwards	12 0 0
Lake Macquarie Road	77	J. Howden	12 0 0
Largs	113	G. Roberts	12 0 0
Lanyon	206	H. W. Cunningham	12 0 0
Lawrence	464	J. W. Stewart	12 0 0
Lagoon	132	T. B. Carson	12 0 0
Lismore	521	W. Percy	12 0 0
Little Hartley	78	G. Jarvis	12 0 0
Limeburners' Creek	112	George Lane	12 0 0
Liverpool	22	H. B. Beresford	40 0 0
Lochinvar	99	J. Smith	15 0 0
Longbottom	7	P. M'Grath	15 0 0
Long Creek	180	J. Wigram	12 0 0
Long Swamp	149	W. Jones	12 0 0
Louisa Creek	168	W. Hickey	18 0 0

E—continued.

POST TOWN.	MILES FROM SYDNEY.	POSTMASTER.	SALARY.
Lower Portland	53	H. Everingham	£12 0 0
Luddonham	46	W. Neal	12 0 0
Major's Creek	190	J. Burke	18 0 0
Mangrove Creek	68	D. M'Intosh	12 0 0
Manilla	275	G. Veness	12 0 0
Manly	9	D. Jones	12 0 0
Marengo	239	J. Hancock	12 0 0
Marulan	112	J. Maroney	18 0 0
Maryland	265	G. Wilson	12 0 0
Meadow Flat	98	Hy. G. Brown	12 0 0
Merrendee	178	R. Hull	12 0 0
Merimbula	272	Henry J. Bate	18 0 0
Merriwa	196	S. Dorton	20 0 0
Morton	165	J. West	30 0 0
Michelago	216	R. Cameron	12 0 0
Miller's Forest	97	J. P. Collier	12 0 0
Millfield	116	C. Bryant	12 0 0
Hilton (the Settlement)	146	G. Knight	12 0 0
Miami	....	W. Charlton	12 0 0
Moama	516	T. Waltham	25 0 0
Molong	172	J. Liscombe	35 0 0
Molonglo	177	Wm. Ray	12 0 0
Moonbi	262	M. Brereton	12 0 0
Morangarell	230	D. C. M'Gregor	12 0 0
Moree	415	D. Munro	12 0 0
Morpeth	96	J. Larrymore	70 0 0
Moruya	198	O. Lodge	18 0 0
Mount Murchison	934	E. S. Bonney	12 0 0
Mount Vincent	104	W. Giles	12 0 0
Moulamein	536	T. Linton	12 0 0
Mudgee	153	H. Tebbutt	85 0 0
Mullenderree	195	M. Lynch	18 0 0
Mundooran	212	T. Webster	15 0 0
Murrurundi	190	H. Wheeler	100 0 0
Murrumburrah	220	J. English	12 0 0
Muswellbrook	150	G. Denshire	65 0 0
Muttbilly	146	T. J. Lodge	12 0 0
Narellan	39	J. Hartley	15 0 0
Nelligen	183	S. Richardson	18 0 0
Nerriga	150	D. M'Grath	12 0 0
Newcastle	75	W. Thompson	160 0 0
Nimitybelle	315	A. M'Donald	12 0 0
Norwood	....	J. Jones	12 0 0
North Richmond	41	J. Winter	12 0 0
Nundle	261	A. M'Cllland	30 0 0
Oaks	50	E. Reilly	15 0 0
Oaky Creek	280	J. Allison	12 0 0
O'Connell	183	D. Nolan	12 0 0
Orange	154	J. Dale	50 0 0
Oranmeir	200	J. W. N. O'Connell	12 0 0
Pambula	275	S. Covington	20 0 0
Parramatta	14	J. Wickham	190 0 0
Paterson	105	M. L. Saunders	30 0 0
Peel	130	J. Bead	12 0 0
Penrith	34	F. A. Kellett	100 0 0
Petersham	3½	H. Williams	12 0 0
Pieton	52	P. Mulloy	20 0 0
Pitt Town	38	T. Grono	12 0 0
Port Macquarie	240	M. J. Spence	30 0 0
Prospect	22	M. A. Brown	18 0 0
Queanbeyan	190	G. Soars	60 0 0
Quirindi	222	T. Trevor	12 0 0
Randwick	4	J. Grice	12 0 0
Raymond Terrace	92	W. E. Shaw	50 0 0
Redbank	199	R. Fitzpatrick	12 0 0
Reid's Flat	198	J. Reid	12 0 0
Richmond	35	W. Price	50 0 0
Richmond River Heads	340	E. Ross	12 0 0
Riversford	40	S. C. Draw	18 0 0
Rockley	140	M. Levy	21 0 0
Rocky River	304	A. W. Halcs	50 0 0
Rolland's Plains	256	T. Churchill	12 0 0
Rouse Hill	29	J. Retallick	12 0 0
Russells	330	W. Murphy	12 0 0
Rylstone	189	A. M. Armstrong	25 0 0
Rydal	92	T. M'Laughlin	12 0 0
Ryde	8	G. Pope	25 0 0
Sackville Reach	44	H. C. Kirwan	15 0 0
St. Alban's	66	J. Pescud	12 0 0
St. Leonard's	3	G. H. Stevens	12 0 0
St. Mark's	2	F. M'Lean	12 0 0
St. Mary's	28	M. Webb	30 0 0
St. Peter's	4½	J. M'Kenzie	12 0 0
Scone	167	Francis Isaac	40 0 0
Seaham	104	R. Barton	15 0 0
Shellharbour	81	E. Graham	12 0 0
Shoalhaven	108	J. Lang	40 0 0
Singleton	123	C. Pettit	120 0 0

E—continued.

POST TOWN.	MILES FROM SYDNEY.	POSTMASTER.	SALARY.
Smithfield	20	W. Mansfield	£12 0 0
Sofala	149	W. Walker	75 0 0
South Gundagai	243	C. E. Thurlow	12 0 0
South Wangan	217	J. Newell	12 0 0
Stroud	121	T. Laman	25 0 0
Sutton Forest	89	F. Bingman	15 0 0
Swatchfield	158	R. Stapleton	12 0 0
Table Land	539	S. Horton	15 0 0
Tabulam	488	J. A. Young	15 0 0
Tambaroora	168	W. J. Stack	40 0 0
Tamworth	251	L. Levy	125 0 0
Taralga	153	S. Phillips	12 0 0
Tarcutta	268	T. Mate	40 0 0
Tarlo	138	Robt. Riley	12 0 0
Ten Mile Creek	315	J. Ford	25 0 0
Tenterfield { <i>via</i> Glen Innes	431	E. O'Connell	35 0 0
{ <i>via</i> Tabulam	523		
Timbarra	521	J. Smith	12 0 0
Tinonee	190	H. Richardson	30 0 0
Tooloom	491	George Aitken	12 0 0
Tuena	170	H. G. Chard	18 0 0
Tumberumba	300	M. Langford	12 0 0
Tunnot	259	H. Hilton	70 0 0
Ulladulla	150	D. Warden	15 0 0
Umarra	....	A. Cameron	12 0 0
Upper Adelong	272	A. Watson	12 0 0
Uralla	299	J. M'Crossin	20 0 0
Vacy	110	C. M. Chapman	12 0 0
Wagga Wagga	310	P. S. Murray	40 0 0
Waleha	300	J. D. Daniel	15 0 0
Walgett	426	E. F. Hunt	15 0 0
Wallabadah	213	C. Burke	12 0 0
Waratah	79	P. Dwyer	12 0 0
Warialda	363	J. Geddes	30 0 0
Watson's Bay	7	W. Saunders	12 0 0
Waverly	4	T. Grace	12 0 0
Wee Waa	340	J. H. Burrell	20 0 0
Wellingrove	385	E. M'Master	15 0 0
Wellington	198	H. Pike	30 0 0
Wentworth	700	A. M'Clymont	18 0 0
West Maitland	95	E. E. Daly	250 0 0
Wheco	168	T. Arnson	12 0 0
Whceny Creek	52	J. Lamrock	12 0 0
Wilberforce	38	M. Wenban	15 0 0
Windcyer	173	G. Dickenson	12 0 0
Windsor	84	R. Dick	100 0 0
Wingham	195	W. M'Lean	15 0 0
Wiseman's Ferry	55	J. B. M'Kenzie	12 0 0
Wollombi	122	M. Byrne	18 0 0
Wollongong	64	G. Hewlitt	50 0 0
Woonoona	54	H. Fry	12 0 0
Yass	182	W. R. Laidlaw	120 0 0

F.

LIST of Licensed Stamp Sellers, &c., on 31st December, 1860.

NAME.	RESIDENCE.	NAME OF PLACE.	DATE OF APPOINTMENT.
Aitken, J. C.	Botany-street	South Head Road	3 Jan., 1860.
Burrell, H. N.	South Head Road	South Head Road	27 June, 1856.
Bartlett, James	256, George-street	Sydney	11 Oct., 1859.
Campbell, D.	174, Castlereagh-street	Sydney	24 Aug., 1860.
Codner, F.	George-street South	Sydney	19 Dec., 1857.
Cubitt, A.	Bridge-street	Sydney	9 July, 1860.
Dingle, T.	William-street	Woolloomooloo	20 Aug., 1857.
Dolman, W.	236, Pitt-street	Sydney	2 Sept., 1858.
Douglass, A.	51, Clarence-street	Sydney	16 Feb., 1858.
Gill, George	George-street North	Sydney	25 July, 1856.
Gould, Samuel	178, Pitt-street	Sydney	9 Sept., 1859.
Graham, F.	Castlereagh-street South	Sydney	14 July, 1856.
Hall, C.	70, Gloucester-street	Sydney	26 Oct., 1860.
Hill, James	79, George-street	Sydney	16 June, 1858.
Holmes, W. H.	184, Sussex-street	Sydney	23 Nov., 1860.
Holroyd, Mrs.	351, Bourke-street	Surry Hills	12 June, 1860.
Hamilton	Chippendale	Chippendale	16 Mar., 1860.
Jenkins	252, George-street	Sydney	27 Aug., 1859.
Kirschbaum	124, King-street	Sydney	20 April, 1859.
Larter, F.	South Head Road	South Head Road	11 Oct., 1859.

F—continued.

NAME.	RESIDENCE.	NAME OF PLACE.	DATE OF APPOINTMENT.
Lissak, J. J.	85, King-street	Sydney	3 Feb., 1859.
Lusty, Thomas	Wilshire-place	Sydney	July, 1856.
Mader, W.	George-street North	Sydney	10 Feb., 1857.
Mattos, A. F.	670, George-street	Sydney	26 Oct., 1860.
M'Kay	Elizabeth and Bathurst Streets.	Sydney	July, 1856.
M'Neil, James	40, Sussex-street	Sydney	20 Mar., 1860.
M'Leod, Donald	Park-street	Sydney	16 Aug., 1860.
Moffitt, W.	Pitt-street	Sydney	24 Oct., 1857.
Moore, J.	George-street South	Sydney	23 July, 1856.
Murphy, Felix	455, Bourke-street	Surry Hills	1 Feb., 1860.
Muspratt, E.	William-street	Woolloomooloo	18 Jan., 1860.
Penfold, E. T.	George-street	Sydney	12 May, 1857.
Pierce, Thomas	Yurong & Stanley-streets	Woolloomooloo	9 July, 1860.
Ramsay, E.	Balmain	Balmain	5 Dec., 1859.
Reading and Wellbank	Bridge-street	Sydney	30 June, 1858.
Roberts, D.	Pitt-street	Sydney	31 Aug., 1859.
Ruddon, Henry	Miller's Point	Sydney	14 Sep., 1860.
Sandon, C. T.	George-street North	Sydney	16 Feb., 1857.
Saville, J.	Circular Quay	Sydney	29 Sep., 1856.
Santos, S. J.	George-street	Sydney	15 Sep., 1859.
Smith, James	William-street	Woolloomooloo	July, 1856.
Smyth and Wells	88, Hunter-street	Sydney	28 Mar., 1859.
Turner, John	141, Clarence-street	Sydney	9 July, 1859.
Barrie, J.	Douglass Park	Douglass Park	3 Mar., 1860.
M'Clelland	Newcastle	Newcastle	25 Oct., 1859.

G.

General Post Office,
Sydney, 29 February, 1860.

Sir,

Referring to the general wish expressed by the public, that a Money Order System in connection with the Post Office Department shall be established, I have the honor to state, for the information of the Honorable the Colonial Treasurer, that I have had some communication on the subject with the Postmaster General of the Colonies of Victoria and South Australia, and have received printed copies of the forms necessary to carry out such a system.

2. I am satisfied it will not be possible, unless an expenditure be sanctioned much more than commensurate with the object to be attained, to establish a general Money Order System, as in Great Britain, in connection with every Post Office in the Colony, seeing that the usual salary of a Country Postmaster is only £12 per annum, and that I have the greatest difficulty in procuring eligible parties to conduct properly the ordinary postal business.

3. In the Colony of Victoria, the Post Offices where Money Orders can be obtained are all placed under the charge of Government Officers, who have a fixed salary, and no other business to attend to; and there cannot be a doubt that such a system adopted here would impart greater efficiency, and ensure accuracy of accounts.

4. Believing, however, that it would defeat the establishment of a Money Order System were I at the present time to advocate a sweeping change of this nature, I shall content myself with remarking, in order to prevent future misconception, that it is absolutely necessary for the efficiency of the postal service of New South Wales, and for the complete carrying out of the Money Order System, that Post Office buildings should be erected in all the larger towns, and placed, not under storekeepers or residents of such towns, but under Government Officers altogether amenable to this department; and I may add, as a further inducement to the Government to make this change, that it will probably be found that Telegraph Stations may be economically united with such Country Post Offices.

5. I beg to propose that the Money Order System should be introduced from the 1st July next; and that, in addition to the Central Office in Sydney, Money Orders should be procurable at the following Post Offices, viz. :—

Western Road—Parramatta, Windsor, Penrith, Hartley, Mudgee, and Bathurst.

Southern Road—Liverpool, Campbelltown, Camden, Wollongong, Berrima, Goulburn, and Yass.

Northern Road—Newcastle, East Maitland, West Maitland, and Singleton.

Making a total, inclusive of Sydney, of 18 Money Order Offices. To the whole of the Country Post Offices named there is a daily mail, which condition, in a matter of a Money Order account, is, I apprehend, a necessary desideratum.

6. I should, in the first instance, recommend that the maximum order be £5, as in Great Britain, and that the commission chargeable should be—3d. for sums not exceeding £2, and 6d. on sums ranking from £2 to £5. Until abuse of such privilege occurred, I would not be disposed to restrict the number of orders to be procured by any one person in the course of the day.

7. I enclose an Estimate of the expenses connected with the establishment for the last six months of the year, amounting to £2,782, and beg to explain the various items therein.

8. The sum of £2,000 is estimated as the amount that would have to be advanced, in the first instance, to the General Post Office, and to the various Country Postmasters, which amount would of course be gradually returnable.

9. The only available space in the General Post Office for an apartment to be devoted to the purpose would be in the Lobby; and I think the sum of £50 would be sufficient to enclose a small room there, which might answer the purpose; and I have included, under the head of Buildings and Fixtures, an amount of £5 for each Post Office, to enable the Postmasters to procure cash-boxes, and make any other necessary arrangements for the security of the sums of money in their hands.

10. Under the head of Salaries I have estimated for a permanent addition to the General Post Office of two clerks, one of whom would be employed in the issue and payment of orders in Sydney, at £250 per annum; and another, attached to the Account Branch, at £200 per annum. I would propose an average addition to the salaries of the Country Postmasters, where Money Orders are negotiated, of £35 per annum, each; the respective amounts to be paid to each to depend on the amount of business transacted at the various offices.

REPORT FROM THE POSTMASTER GENERAL—1860.

17

11. I propose that an intelligent clerk from this department should be detached for three months, to initiate and organize the system. His travelling expenses I estimate at £100, and the remuneration to a substitute during his absence, at £25.

12. The only other item of expense that I have to allude to is for stationery, forms, &c., which I have not included in my estimate, as they would be procured from the Colonial Storekeeper and the Government Printer.

13. It would be necessary that the Postmasters employed in the Money Order department, as well as the clerk so employed in the General Post Office, should execute, in conjunction with their sureties, bonds for the due performance of their duties, in a larger amount than at present; and, with the approval of the Honorable the Colonial Treasurer, I would suggest that such bonds should be for the amount of £200 for themselves, and £100 for each bondsman.

I have, &c.,

W. H. CHRISTIE,
Postmaster General.The Under Secretary
To the Treasury.

ESTIMATE referred to.

	£	s.	d.
Advance, to be gradually repaid to Treasury	2,000	0	0
Buildings and Fixtures—			
For General Post Office.. .. .	50	0	0
For Country Offices, at £5 each	85	0	0
	135	0	0
Salaries—			
One Clerk for General Post Office, at £250 per annum ..	125	0	0
One do. do., at £200 do. ..	100	0	0
Seventeen Postmasters, at an average of £35 per annum ..	297	10	0
Travelling expenses whilst organizing service * ..	100	0	0
Substitute for Clerk engaged in organizing, at £100 per ann.*	25	0	0
TOTAL	2,782	0	0

General Post Office,
29 February, 1862.W. H. CHRISTIE,
Postmaster General.

* These items would not, of course, appear in any future Estimate, unless the system were extended considerably.

H.

General Post Office,
Sydney, 3 July, 1861.

Sir,

In compliance with your instructions that I should furnish you, as an Appendix to your Annual Report for 1860, with a short statement of my proceedings during that year, I have the honor to report as follows:—

2. On the 4th January, 1860, I left for the purpose of visiting a portion of Southern Coast Line. I proceeded by steamer to Kiama, and from thence on horseback, to Gerringong, Shoalhaven, and Green Hills; returned to Kiama, and then proceeded to Jamberoo, Dapto, Kembla, and Wollongong. From Wollongong I travelled by coach to Woonoona, Appin, and Campbelltown, and from the latter by railway to Sydney, where I arrived on the 17th of the same month. This tour occupied fourteen days, during which period I travelled upwards of 240 miles, visited 11 Post Offices, and inspected the performance of 6 Mail Contracts.

3. On the 28th January I left Sydney for Newcastle, on a tour through the Northern and Western Districts; proceeded by railway from Newcastle to Maitland, and from thence by coach to Lochinvar and Singleton, whence I branched off to Jerry's Plains; from thence to Merton and Muswellbrook; from the latter I travelled, *via* Merton, to Merriwa and Cassilis; from Cassilis I crossed over to Mudgee; thence by Avisford, Louisa Creek, Tambaroora, Sofala, and Peel, to Bathurst. After visiting O'Connell, I started from Bathurst for Guyong, Orange, Ironbark, Black Rock, Wellington, and Dubbo, and returned by the same route to Orange; I then proceeded to Molong, returned again to Orange, and then went back to Bathurst. I left Bathurst again for Blayney and Carcoar, and on my return proceeded along the Main Western Road, visiting Kelso, Kirkconnell, Frying Pan, Meadow Flat, Rydal, Bowenfells, and Hartley. I then diverged to again visit Mudgee, and see the office at Keene's Swamp; I returned to Hartley, and visiting the offices at Little Hartley, Emu, and Penrith, returned to Sydney on the 28th April. I was absent on this tour 92 days, travelled upwards of 1,204 miles, inspected 37 Post Offices, and the way in which 15 Mail Contracts were carried out.

4. My next tour was through the Hawkesbury District. I left Sydney for Gosford, by steamer, on the 12th June, and after visiting Kincumba, went over to Mangrove Creek, thence to St. Alban's, and then to Wiseman's Ferry, Pitt Town, and Windsor. I then visited Wilberforce, Sackville Reach, and Lower Portland; and returning to Windsor, proceeded to Richmond, North Richmond, and Wheeny Creek. On return to Richmond, I went *via* Blacktown to Parramatta. From Parramatta I proceeded to the Prospect, Eastern Creek, and St. Mary's Post Offices; after inspecting which I returned to Sydney, and arrived there on the 23rd of the same month. I was away on this tour of inspection 12 days, inspected 16 Offices, the performance of 7 Mail Contracts, and travelled about 250 miles.

5. My next and last tour during 1860 was commenced on the 17th September, when I again visited the Southern Coast Line, though not the same portion of it. I proceeded by steamer to Bateman's Bay, and on horseback to Mullenderree and Moruya; and after returning to Bateman's Bay, went to Nelligen, and by the Clyde Road to Braidwood. From Braidwood I went to Major's Creek, returned to Braidwood, and retracing my steps *via* Nelligen and Bateman's Bay, reached Sydney on the 3rd October. I was absent on this tour 17 days, travelled more than 540 miles, inspected 6 Post Offices, and ascertained the manner in which 4 Mail Contracts were being performed.

6. This last tour ended my travels for the year 1860. I was engaged during the remainder of it in preparing the Time Tables for the present year.

It will thus be seen that during the past year I was absent from Sydney 135 days, have travelled upwards of 2,234 miles, visited 70 Post Offices, and inspected the performance of 31 Mail Contracts.

8. It will doubtless be expected that I should state what are the general results of my inspection during the past year, both as regards Postmasters and Mail Contractors.

9. I find a marked improvement as regards the manner in which the Post Offices were conducted, and a very general readiness on the part of the Postmasters to receive and attend to my instructions; but I still have to record the somewhat prevalent existence of a few irregularities, amongst which may be cited the omission to take the declaration by the persons who assist in the offices, the bad condition of the date stamps, the neglect to take, day by day, impressions thereof in the book furnished for that purpose; and last, not least, the retention beyond the time specified by the regulations, of unclaimed letters. The omission to take the declaration arises, in a great measure, from the difficulty of obtaining access to a Magistrate, and to a certain extent this evil is beyond any remedy that I can afford; but I am doing my best to remove the other irregularities that I have noted.

10. The Mail Contracts have been better carried out during the past year in many respects. The contractors keep better time, they have better horses and gear, and the introduction of American coaches on the main roads has been a decided success. I have, however, to observe the same omission on the part of the mail-men to take the declaration that I have stated is the case with Postmasters' assistants. It is only just to the contractors and their men to say, I have generally found them disposed to attend to my wishes.

11. I cannot conclude this short Report without observing that many of the irregularities which occurred during the past year were more or less the result of changes which were made in the Time Tables, and that if regularity is to be obtained, a rule will have to be made that no Time Table shall be changed during the year except for very strong reasons.

The Postmaster General.

I have, &c.,

T. W. LEVINGE.

Sydney: Thomas Richards, Government Printer.—1861.

[Price, 5d.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

MRS. MARY JONES.

(MAIL CONTRACT OF J. H. JONES.)

Ordered by the Legislative Assembly to be Printed, 19 November, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27 September, 1861, That there be laid upon the Table of this House,—

“ Copies of all Correspondence having reference to the Contract
“ of J. H. Jones for carrying the Mails between Sydney and
“ Melbourne, during the year 1851.”

(*Mr. Stewart.*)

MRS. MARY JONES.

No. 1.

POSTMASTER GENERAL to COLONIAL SECRETARY.

*General Post Office,
Sydney, 4 April, 1851.*

SIR,

I do myself the honor to represent that Mr. J. H. Jones, the contractor for the conveyance of mails, has incurred fines amounting to £27 10s., for not arriving at Goulburn at the time specified in his contract.

2 I should observe, that to meet the desire of the inhabitants of Goulburn, the hour of arrival at that place was altered for the present year from 8 to 6 P.M., but at the commencement of the contract the hours specified were not observed, and Mr. Jones has accordingly subjected himself to the fines mentioned.

3. As however the mails have latterly been conveyed with great regularity, and as I am aware Mr. Jones has had much to contend with, owing to the drought prevailing on the Port Phillip road, I beg leave to submit for the consideration of His Excellency the Governor, that the fines alluded to may be remitted.

I have, &c.,
J. RAYMOND.

No. 2.

MR. JONES to POSTMASTER GENERAL.

Bargo, 10 July, 1851.

SIR,

Some time since I received an intimation from the Colonial Secretary, that the memorial which I presented last month to His Excellency the Governor had been referred to you for your report and decision; not having heard any more on the subject, I beg again to trouble you, and state that the assistance which I then sought is becoming daily more necessary. The difficulties with which I have to contend are rather augmented than decreased; and I much fear I shall soon be compelled to resign the contract I have taken.

I am now on the point of leaving home, to acquaint myself with the actual position of affairs up the country; and on my return, will do myself the honor of waiting on you personally in Sydney. In the mean time, I shall feel obliged by your favoring me with a reply to this; stating in what form and to what extent the Government is inclined to render me the aid which is so absolutely necessary.

I am, &c.,
J. H. JONES.

No. 3.

COLONIAL SECRETARY to POSTMASTER GENERAL.

*Colonial Secretary's Office,
Sydney, 12 July, 1851.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 1st instant, No. 65, reporting on the application made by Mr. J. H. Jones, who holds the contracts for the conveyance of the mails between Sydney and Melbourne, on the grounds of the present circumstances of the Colony, for some further assistance from the Government to enable him to carry out his contracts.

2. Under your report, it appears to the Governor General that it would be just, so far to relieve Mr. Jones, as far as to make him a fair allowance for his present losses on his contracts from Yass to Albury in this Colony, and from Albury to Melbourne in Victoria, in consideration of the unforeseen scarcity and consequent high price of forage.

3. Mr. Jones has accordingly been called on to take the necessary steps to prove, through you, the amount of the losses sustained on the first six months of this contract.

I have, &c.,
(For the Colonial Secretary,)
W. ELYARD, JUNR.

No. 4.

No. 4.

COLONIAL SECRETARY to MR. JONES.

*Colonial Secretary's Office,
Sydney, 12 July, 1851.*

SIR,

Referring to my letter of the 23rd ultimo, I have to inform you that the Governor General has had under consideration, with the report thereon of the Postmaster General, your application, made to His Excellency on the grounds of the present circumstances of the Colony and the other causes therein stated, for some further assistance from the Government, to enable you to carry out your contracts for the conveyance of the mails between Sydney and Melbourne.

2. Under the Postmaster General's report, it appears to His Excellency that it will be just, so far to relieve you, as to make you a fair allowance for your proved losses on your contracts from Yass to Albury in this Colony, and from Albury to Melbourne in Victoria, in consideration of the unforeseen scarcity and consequent high price of forage.

3. You will now therefore take the necessary steps to prove, through the Postmaster General, the amount of your losses on the contract above-mentioned for the first six months.

I am, &c.,

(For the Colonial Secretary,)

W. ELYARD, JUNR.

No. 5.

COLONIAL SECRETARY to POSTMASTER GENERAL.

*Colonial Secretary's Office,
Sydney, 13 July, 1851.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 1st instant, No. 65, reporting on the application made by Mr. J. H. Jones, who holds the contracts for the conveyance of the mails between Sydney and Melbourne, on the grounds of the present circumstances of the Colony, for some further assistance from the Government to enable him to carry out his contracts.

2. Under your report, it appears to the Governor General that it would be just, so far to relieve Mr. Jones, as to make him a fair allowance for his present losses on his contracts from Yass to Albury in this Colony, and from Albury to Melbourne in Victoria, in consideration of the unforeseen scarcity and consequent high price of forage.

3. Mr. Jones has accordingly been called on to take the necessary steps to prove, through you, the amount of the losses sustained on the first six months of his contract.

I have, &c.,

W. ELYARD, JUNR.

No. 6.

POSTMASTER GENERAL to MR. JONES.

*General Post Office,
15 July, 1851.*

SIR,

In acknowledging the receipt of your letter of the 10th instant, referring to your memorial for some relief in the fulfilment of your contract for conveyance of the mails between Sydney and Melbourne, I beg to acquaint you that your memorial was reported on by me on the 1st instant, and that I have now received a letter from the Colonial Secretary, informing me that the decision of the Governor General thereon had been communicated to you.

I am, &c.,

F. L. S. MEREWETHER.

No. 7.

COLONIAL SECRETARY, NEW SOUTH WALES, to COLONIAL SECRETARY, VICTORIA.

*New South Wales.**Colonial Secretary's Office,
Sydney, 16 July, 1851.*

SIR,

I have the honor to acquaint you, that the Governor General has had under consideration an application made by Mr. J. H. Jones, who holds the several contracts for the conveyance of the mails between Sydney and Melbourne, on the grounds of the present circumstances of the Colony, for some further assistance from the Government to enable him to carry out his contract.

1 July, 1851.

2. I transmit herewith, for the information of His Excellency the Lieutenant Governor, the copy of a report on this application of the Postmaster General; and I am desired to state, that it appears to the Governor General that it would only be just, so far to relieve Mr. Jones, as to make him a fair allowance for his proved losses on his contract from Yass to Albury in this Colony, and from Albury to Melbourne in Victoria, in consideration of the unforeseen scarcity and consequent high price of forage.

3. Mr. Jones has accordingly been called upon to prove his losses on the first six months of his contract above referred to, and on this being done I shall have the honor of addressing a further communication to you.

I have, &c.,

E. DEAS THOMSON.

No. 8.

POSTMASTER GENERAL to MR. JONES.

*General Post Office,
Sydney, 26 August, 1851.*

SIR,

I have to acknowledge the receipt of your letter of the 19th instant, stating the loss you have sustained in the conveyance of the mails, in consequence of the difference in the price of forage since you sent in your tender.

This statement has reference only to the contract between Albury and Melbourne; I presume, therefore, that you do not mean to shew that you have yourself sustained loss for the conveyance between Yass and Melbourne.

As respects the prices at which, in this statement, you represent you would have obtained hay and corn at the time when your contract was taken, and those which in your former statement you inserted you had paid, I will recommend that a reference should be made to the Government of Victoria, from whose funds the compensation, if allowed, will be defrayed.

I must however add, that without further proof I should not be prepared myself to admit the correctness of your estimate.

I have, &c.,

F. L. S. MEREWETHER.

No. 9.

POSTMASTER GENERAL to POSTMASTER, GUNDAGAI.

*General Post Office,
8 September, 1851.*

SIR,

Mr. J. H. Jones having applied for some relief from the Government, for losses which he states he has sustained by the contract for the conveyance of the mails between Yass and Albury, owing to the unforeseen scarcity and consequent high price of forage, I have to request that you will inform me whether, at the end of 1850, when the contract was taken, Mr. Jones could have obtained at the then current prices, or could reasonably have expected to have obtained forage at the rates stated by him, viz., £2 per ton for hay, and three shillings a bushel for corn.

I have, &c.,

F. L. S. MEREWETHER.

N.B.—Similar letters were addressed to the Postmasters at Yass, Tarcutta, and Albury.

No. 10.

COLONIAL SECRETARY to AUDITOR GENERAL.

*Colonial Secretary's Office,
Sydney, 7 January, 1853.*

SIR,

With reference to my letter of the 15th of September, 1851, addressed to your predecessor, on the subject of Mr. Jones' claim for losses sustained by him upon his contract for the conveyance of mails, I am directed by His Excellency the Governor General to request that you will be good enough to report thereon.

I have, &c.,

W. ELYARD, JUNR.

No. 11.

No. 11.

MR. JONES to AUDITOR GENERAL.

Bargo, 9 February, 1853.

SIR,

I most respectfully beg the favor of your attention to "documents and receipts" laying in your office, and forwarded there in 1851, by order of the Governor General, to be examined, and if necessary, laid before the Executive, in support of a petition to His Excellency from me, "praying for compensation" for losses incurred while carrying out my contract from Port to Port in 1851.

With advice from the Honorable the Colonial Secretary, I wrote to the present Postmaster General, on the 15th last December, forwarding several letters relative to the above; in answer I am informed that the same had been sent to your department, with instructions for me to apply to you forthwith.

I now have the honor to solicit the favor of your advice, so as to enable me, in petitioning the Council during the early part of its ensuing sittings, if necessary, for such compensation as it may deem fit.

Your early attention will oblige,—

Sir, &c.,

J. H. JONES.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MRS. MARY JONES.

(MAIL CONTRACT OF J. H. JONES.)

Ordered by the Legislative Assembly to be Printed, 3 December, 1861.

FURTHER RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27th September, 1861,
That there be laid upon the Table of this House,—

“Copies of all Correspondence having reference to the Contract
“of J. H. Jones for carrying the Mails between Sydney and
“Melbourne, during the year 1851.”

(*Mr. Stewart.*)

MRS. MARY JONES.

No. 1.

POSTMASTER GENERAL to MR. JONES.

*General Post Office,
15 July, 1851.*

SIR,

In acknowledging the receipt of your letter of the 10th instant, referring to your memorial for some relief in the fulfilment of your contract for conveyance of the mails between Sydney and Melbourne,—

I beg to acquaint you that your memorial was reported on by me on the 1st instant, and that I have now received a letter from the Colonial Secretary, informing me that the decision of the Governor General thereon had been communicated to you.

I am, &c.,

F. L. S. MEREWETHER,
Postmaster General.

No. 2.

MR. JONES to POSTMASTER GENERAL.

Bargo, 28 July, 1851.

SIR,

In conformity with the directions in a letter from the Colonial Secretary, bearing date July 12th, I take the liberty of forwarding the enclosed Schedules marked A and B, containing a statement of the receipts and expenditure during the last six months, in connection with the contract which I now hold for the delivery of mails between Yass and Albury, and Albury and Melbourne. In reference to these Schedules, I would beg to make the following remarks:—

1. I have deemed it right to insert, in each account, the original outlay which I have incurred. It is of course true, that for this outlay I have in some respect an equivalent, in the shape of coaches and horses, &c., still at work; but I would also observe that these depreciate in value every month, and that the amount I have placed for wear and tear is for the most part expended in actual repairs of vehicles and shoeing of horses. Allowing, however, that the property is in as good a condition as when first bought, there will still appear in Schedule A a loss of £2,098, and in Schedule B, of £2,394.
2. During the severe season of drought in the first quarter of the year I also lost many valuable horses for want of water, &c., and they had to be replaced at most extravagant prices. Now, I hear, I am incurring similar losses, not from the want of water, but its abundance—some horses having been drowned in the late floods.
3. The slight income derived from passengers' fares has, during the last month or two, been altogether lost; the state of the country rendering it necessary to convey the mail on horseback, and in some places by canoes.
4. The accompanying Schedules are derived from the returns which I have received from my agents, &c., on the road to which they have reference. Had I been able to make a personal inspection, they might perhaps have been more accurate, and would have exhibited more heavy losses. Many items of expenditure I am aware I have stated below the actual amount; all is therefore within the truth, and every post brings the news of fresh difficulties and more heavy expenditure. The state of the country is indeed matter of general notoriety, by the continued statements of the public press.

I shall feel obliged by your laying the accompanying Schedules, with these remarks, before His Excellency the Governor General, at your earliest convenience.

I have, &c.,

J. H. JONES.

[Enclosure

[Enclosure 1 in No. 2.]

A.

From Yass to Albury.

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Conveyance of mails.....	500	0 0	Original outlay	1,600	0 0
Passengers' fares	187	0 0	Wages.		
	£687	0 0	Overseer, at £100 per annum	50	0 0
Excess of Expenditure.....	3,698	0 0	Five coachmen—three at £60, two at £75 per annum	165	0 0
	£4,385	0 0	Five ostlers at £52 per annum....	180	0 0
				£365	0 0
			Forage.		
			70 tons of hay, average price £25 per ton	1,750	0 0
			600 bushels of maize and oats, at 6s. per bushel in Yass	180	0 0
			Carriage of above, at 7s. per bushel	210	0 0
				£2,140	0 0
			Wear and tear of coaches, shoeing, and incidental expenses	300	0 0
			Total Expenditure	£4,385	0 0

N.B.—The distance from Yass to Albury is 190 miles.

J. H. JONES.

[Enclosure 2 in No. 2.]

B.

From Albury to Melbourne.

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Conveyance of mails.....	500	0 0	Original outlay	2,000	0 0
Passengers' fares	364	0 0	Wages.		
	£864	0 0	Superintendent, at £200 per annum	100	0 0
Excess of Expenditure	4,994	0 0	Six coachmen, at £75 per annum	225	0 0
	£5,258	0 0	Eight ostlers, at £52 per annum..	208	0 0
				£533	0 0
			Forage.		
			30 tons of hay, average price £25 per ton	2,000	0 0
			500 bushels of maize, at 6s. per bushel in Sydney	150	0 0
			Carriage of the above, per "Sham- rock," to Melbourne	25	0 0
			Carriage from Melbourne to the interior, at 10s. per bushel	250	0 0
				£2,425	0 0
			Wear and tear of coaches, shoeing, and incidental expenses	300	0 0
			Total Expenditure	£5,258	0 0

N.B.—The distance from Albury to Melbourne is 210 miles.

J. H. JONES.

No. 3.

POSTMASTER GENERAL to COLONIAL SECRETARY.

General Post Office,
Sydney, 2 August, 1851.

SIR,

I do myself the honor to forward a letter which has been addressed to me by Mr. J. H. Jones, in pursuance of your letter to him dated 12th ultimo, forwarding statements of the losses he alleges he has sustained by his contract for the conveyance of mails between Yass and Albury and Albury and Melbourne; and in accordance with Mr. Jones' request, I submit them for the purpose of being laid before His Excellency the Governor General.

2. It appears to me, however, that the only items of expenditure in these statements which are entitled to consideration, are those under the head "Forage," amounting to the under-mentioned sums:—

Yass to Albury	£2,140
Albury to Melbourne	£2,425

3. The Auditor General would, I presume, consider it necessary that these statements should be supported by sufficient vouchers. If so, Mr. Jones might be called upon to forward such accounts as may be required, and to shew what, according to the then prices, the same forage would have cost when he sent in his tenders. The difference between that estimated cost, and the amount actually expended would, I conceive, be the sum which, under His Excellency's decision, Mr. Jones should receive on this account.

I have, &c.,

F. L. S. MEREWETHER,
Postmaster General.

No. 4.

POSTMASTER GENERAL to MR. JONES.

General Post Office,
2 August, 1851.

SIR,

I beg to acknowledge the receipt of your letter of the 28th ultimo, enclosing statements of the losses which you allege you have sustained by your contract for conveyance of the mails between Yass and Albury and Albury and Melbourne, and to inform you that, as requested by you, I have submitted the same for the consideration of His Excellency the Governor General.

I am, &c.,

FRANCIS L. S. MEREWETHER.

No. 5.

COLONIAL SECRETARY to POSTMASTER GENERAL.

Colonial Secretary's Office,
Sydney, 12 August, 1851.

SIR,

I have received and submitted to the Governor General your letter, No. 70, of the 2nd August, together with the statements of Mr. J. H. Jones, mail contractor, therein enclosed, shewing the amount of his losses on his contracts for the conveyance of the Mails between Yass and Albury, in this Colony, and between Albury and Melbourne, in Victoria.

2. His Excellency quite concurs with you in opinion, that the only items in Mr. Jones' accounts for which he is entitled to the consideration of the Government are those under the head of forage. Mr. Jones should therefore be required to furnish the necessary accounts and vouchers, to shew the loss he has sustained in this article, as suggested by you.

I have, &c.,

(For the Colonial Secretary,)

W. ELYARD, JUNR.

Inform Mr. Jones of this decision, and propose that he should submit a statement shewing the estimated amount which he would have had to pay for the articles specified in his former statement, under the head forage, if the scarcity and consequent increase in price, on account of which his claim to some compensation has been admitted, had not occurred.

Inform him further, that I shall communicate with the Auditor General, as to the vouchers which will be required in support of his statement of actual expenditure under the head of forage.

F. L. S. M.

No. 6.

POSTMASTER GENERAL to MR. JONES.

General Post Office,
15 August, 1851.

SIR,

Referring to my letter of the 2nd instant, apprising you that I had submitted, for the consideration of the Governor General, your statements of the losses you have sustained by your mail contracts between Yass and Melbourne,—I beg now to inform you, that His Excellency considers that the only items in your accounts for which you are entitled to the consideration of the Government are those under the head of forage.

I have, therefore, to propose that you should submit a statement shewing the estimated amount which you would have had to pay for the articles specified in your former statement under the head of forage, if the scarcity and consequent increase of price, on account of which your claim to compensation has been admitted, had not occurred.

I shall communicate with the Auditor General, as to the vouchers which will be required in support of your statement of the actual expenditure under the head of forage.

I am, &c.,

FRANCIS L. S. MEREWETHER.

No. 7.

MR. JONES to POSTMASTER GENERAL.

Sydney, 19 August, 1851.

SIR,

I beg to acknowledge your letter, dated the 15th instant, informing me that His Excellency the Governor General considers that the only items in my accounts for which I am entitled to the consideration of the Government are those under the head of forage, and you propose that I should submit a statement, shewing the estimated amount which I should have had to pay for the articles specified in my former statement, under the head of forage, if the scarcity and consequent increase of price, on account of which my claim to compensation has been admitted, had not occurred.

In answer to which, the following is the statement required :—

FORAGE.		£	s.	d.
80 tons of hay, at £2 per ton		160	0	0
500 bushels of maize, at 3s. per bushel		75	0	0
Carriage of forage—(maize and hay) to Melbourne, per steamer "Shamrock"				Nil.
Carriage of forage—(maize and hay) into the interior ...				Nil.

I beg respectfully to observe, that the two items charged in my former statement, for carriage, would not have occurred, if there had been hay and corn to be bought, either at Melbourne or in the interior, where I was obliged to send it to.

In conclusion, I respectfully acknowledge the attention which my case has met with from His Excellency the Governor General, as well as yourself. I yet hope that His Excellency will not strike out the claim under the head of "wages"; for I can shew that, since the period of the Gold discovery, I have had to pay an increase of 50 per cent., and at the present moment, can scarcely keep my men at any wages; and through the exorbitant rate at which I am at present obliged to pay my men, and, in fact, the unforeseen alteration in price of nearly every article I require, that unless I get some immediate relief from the Government it will be utterly impossible for me to fulfil the terms of my contract.

Trusting you will give this your early consideration,

I am, &c.,

J. H. JONES.

This letter has reference only to the contract for the conveyance of the mails between Albury and Melbourne. I presume, therefore, that Mr. Jones does not mean to shew that he has himself sustained loss on the contract for the conveyance between Yass and Albury.

As respects the prices which by this statement he represents that he expected to pay, and those which in his former statement he asserted that he had paid, I will recommend that a reference should be made to the Government of Victoria, out of whose funds the compensation, if allowed, will be paid. Without proof, I should not be prepared myself to admit the correctness of Mr. Jones' estimate.

25 August.

No. 8.

POSTMASTER GENERAL to MR. JONES.

*General Post Office,
Sydney, 25 August, 1851.*

SIR,

I have to acknowledge the receipt of your letter of the 19th instant, stating the loss you have sustained in the conveyance of the mails, in consequence of the differences in the price of forage since you sent in your tender.

This statement has reference only to the contract between Albury and Melbourne; I presume, therefore, that you do not mean to shew that you have yourself sustained loss on the contract for the conveyance between Yass and Melbourne.

As respects the prices at which, in this statement, you represent that you would have obtained hay and corn at the time when your contract was taken, and those which in your former statement you inserted that you had paid, I will recommend that a reference should be made to the Government of Victoria, on whose funds the compensation, if allowed, will be defrayed.

I must however add, that without further proof I should not be prepared myself to admit the correctness of your estimate.

I am, &c.,

F. L. S. MEREWETHER,

Postmaster General.

No. 9.

MR. JONES to POSTMASTER GENERAL.

Sydney, 26 August, 1851.

SIR,

I beg to acknowledge your letter, dated yesterday, acknowledging and in answer to my letter of the 19th instant, and in which you mention, "that the statement therein contained has reference only to the contract between Albury and Melbourne, and that you therefore presume I do not mean to shew that I have myself sustained loss on the contract for the conveyance between Yass and Albury."

I am much obliged to you for pointing out this omission, which was caused by my clerk in copying, as I had also in my draft letter to you marked and written out the prices which I should also have had to pay for forage, &c., between Yass and Albury, if the scarcity and consequent dearness had not occurred. The statement should have been (and was in my draft) written thus:—

	£	s.	d.
From Albury to Melbourne:—			
80 tons of hay, at £2 per ton	160	0	0
500 bushels of maize, at 3s.	75	0	0
Carriage of corn, &c., per "Shamrock"			Nil.
Carriage of corn, &c., into the interior			Nil.
From Yass to Albury:—			
70 tons of hay, at £2 per ton	140	0	0
600 bushels of maize, at 3s. per bushel	90	0	0
Carriage into the interior			Nil.

With regard to your recommendation, that the Government of Victoria should be referred to, to ascertain whether the statement of what I might have bought forage at, and what I have had to pay for it, is correct or not, I can have no objection thereto; but I must nevertheless respectfully urge, that the allowance which the Governor is kindly disposed to make, and by him considered just, as contained in the Colonial Secretary's letter of the 12th of July, 1851, will lose much of its usefulness and value to me by delay.

And, in conclusion, I have to add, that I shall be ready to verify by my own oath, and, if necessary, by the oath of my Superintendent at Port Phillip, the correctness of the accounts I have sent in; I might get statements made to the same effect by gentlemen squatters; but by obliging me in the sale to me of hay, they have, I am informed, infringed one of the squatting regulations.

I am, &c.,

J. H. JONES.

Mr. Jones' statement is, that for the forage used by him between Yass and Albury during the first six months of the present year he paid £2,140, and that according to the prices current when he took the contract, he expected to pay for the same quantity of forage the sum of £230.

I would recommend that Mr. Jones should be required to satisfy the Auditor General, by the production of sufficient vouchers, that the quantity of forage mentioned in his statement was consumed, and that the sum stated was paid for it.

I will write to the Postmasters at Yass, Gundagai, Tarcutta, and Albury, to ascertain whether at the end of the year 1850, when the contract was taken, Mr. Jones could have obtained at the then current prices, or could reasonably have expected to obtain forage at the rates stated in this letter, viz. :— £2 per ton for hay and 3s. per bushel for corn.

Recommend that the Lieutenant Governor of Victoria should be requested to take a similar course in respect to Mr. Jones' statements of his actual and anticipated expenditure for forage between Albury and Melbourne.

MRS. MARY JONES.

7

No. 10.

POSTMASTER, GUNDAGAI, to POSTMASTER GENERAL.

Post Office, Gundagai,
11 September, 1851.

SIR,

I beg leave to acknowledge your communication of the 8th instant, inquiring "whether Mr. Jones, the mail contractor, could have obtained hay at two pounds per ton, and corn at three shillings per bushel, in this neighbourhood, at the commencement of his "contract"; and in reply have to inform you that he could not, as I purchased them respectively at (£6, and 8s.) six pounds, and eight shillings.

I am, &c.,
ROBT. DAVISON,
Postmaster.

To be put up with other papers.—16.

No. 11.

POSTMASTER, YASS, to POSTMASTER GENERAL.

Post Office, Yass,
12 September, 1851.

SIR,

With reference to your letter of the 8th instant, I have to inform you that the price of forage was extremely low in this district for the greater part of last year, and up to the end of September, I consider that Mr Jones could reasonably have expected to be able to purchase hay here at £2 per ton, and corn at 3s. per bushel, had there been a continuance of such favorable seasons as we had previously had.

The severe drought with which we were afterwards visited must have added very considerably to Mr. Jones' expense. Hay was sold here at £4 to £5 per ton, and corn at 4s. to 5s. per bushel. But in this immediate locality the difference was not so great as at other places beyond this, from the difficulty of getting it conveyed to the towns of Gundagai and Albury. To Gundagai the cost of conveyance was equivalent to fully seventy-five per cent., and at one time it was impossible to get forage conveyed to Albury at any price that could reasonably be afforded.

There cannot be a doubt but that Mr. Jones, for a time, had very great and unforeseen difficulties to contend with—as the drought of this year far exceeded anything we have experienced since 1839. It was principally, however, beyond Gundagai that his heaviest expense must have been incurred. So far as relates to that portion of the road between Yass and Gundagai, I have reason to think that the contract has more than paid expenses.

I am, &c.,
THOS. LAIDLAW.

Acknowledge receipt and thank Mr. Laidlaw for the information which he has afforded.
To be put up with the other papers respecting Mr. Jones' claim to compensation.—16.

No. 12.

POSTMASTER, TARCUTTA, to POSTMASTER GENERAL.

Tarcutta, 13 September, 1851.

SIR,

In reply to your letter of 8th instant, requesting to be informed whether, at the end of 1850, when the mail contract was taken, Mr. Jones could have obtained, at the then current price, or could reasonably have expected to obtain forage at the rate of £2 per ton for hay, and 3s. per bushel for corn,—I do myself the honor to inform you, that at the period mentioned Mr. Jones might have obtained forage at the then current rate; but I consider it would have been unreasonable to expect it at the prices above named, for during the most *plenteous seasons* which I have witnessed here during the last fourteen years, I have not known or heard of forage being obtained at such low rates.

I have, &c.,
THOMAS H. MATE,
Postmaster.

No. 13.

POSTMASTER, ALBURY, to POSTMASTER GENERAL.

Post Office, Albury,
14 September, 1851.

SIR,

I have to acknowledge the receipt of your letter dated 8th September instant, requesting me to inform you whether, at the end of 1850, Mr. J. W. Jones, the mail contractor, could reasonably have expected to obtain forage at the rates stated by him, viz. :—£2 per ton for hay, and 3s. per bushel for corn.

In

In reply, I do myself the honor to state, that since January, 1847 (the time I arrived in this district), I have never known either hay or corn offered for such prices, consequently Mr. Jones could not have obtained them here; whether he could or could not have obtained them elsewhere, is a matter on which I imagine you do not require my opinion.

I have, &c.,
JOHN ROPER.

No. 14.

COLONIAL SECRETARY, NEW SOUTH WALES, to COLONIAL SECRETARY, VICTORIA.

New South Wales.

Colonial Secretary's Office,

Sydney, 15 September, 1851.

SIR,

Adverting to my letter of the 16th July last, respecting the relief which it is proposed to afford to Mr. J. H. Jones, in consideration of the losses sustained by him in carrying on his contracts for the conveyance of the mails between Yass and Albury in this Colony, and between Albury and Melbourne in Victoria,—I am now directed by the Governor General to acquaint you for the information of His Excellency the Lieutenant Governor, that Mr. Jones having submitted a statement of his losses—under the report of the Postmaster General, it has been considered that the only items for which he can properly claim compensation from the Government are those under the head of forage.

2. With respect to the claim of Mr. Jones on this Government on account of his contract between Yass and Albury, he will be required to satisfy the Auditor General, by the production of sufficient vouchers, that the quantity of forage mentioned by him was consumed, and that the sum stated was paid for it; and the Postmaster General has called upon the Postmasters at Yass and Albury to report whether, at the end of the year 1850, when the contract was taken, Mr. Jones could have obtained at the then current prices, or could reasonably have expected to obtain forage at the rates stated by him, viz., £2 per ton for hay, and 3s. per bushel for corn.

3. I am therefore directed by the Governor General to request that you will suggest to the Lieutenant Governor the expediency of following a similar course, in order to ascertain the anticipated and actual expenditure for forage on account of the contract between Albury and Melbourne. The statement of Mr. Jones as to the alleged losses on this portion of his contract is, that he expected to have to pay only £235, and that he paid £2,425—the quantities of forage being as therein given at the anticipated rates.

From Albury to Melbourne:—

80 tons of hay, at £2 per ton.....£160
500 bushels of maize, at 3s. 75

I have, &c.,

W. ELYARD, JUNR.

No. 15.

COLONIAL SECRETARY to POSTMASTER GENERAL.

Colonial Secretary's Office,

Sydney, 15 September, 1851.

SIR,

I have the honor to acknowledge the receipt of your letter No. 73, of the 28th ultimo, respecting the compensation to be allowed to Mr. Jones for his losses on his contracts for the conveyance of the mails between Yass and Albury in this Colony, and between Albury and Melbourne in Victoria.

2. In this case His Excellency the Governor General approves of the course suggested by you being followed; and the necessary communications have been made to the Government of Victoria, and to the Auditor General. You will accordingly call on Mr. Jones to take the necessary steps for satisfying that officer, by the production of sufficient vouchers, that the quantity of forage mentioned in his statement was consumed, and the sum stated was paid for it.

I have, &c.,

W. ELYARD, JUNR.

No. 16.

COLONIAL SECRETARY to POSTMASTER GENERAL.

Colonial Secretary's Office,

Sydney, 4 October, 1851.

SIR

With reference to a letter from the Honorable the Colonial Secretary of Victoria, dated 26th August last, on the subject of Mr. J. H. Jones' claim to compensation for losses as a mail contractor, transmitted to you on the 17th ultimo,—I am now directed by His Excellency the Governor General to refer to you the enclosed communication from Mr. Jones on the same subject, and to request that you will have the goodness to favor me with your immediate report thereon.

I have, &c.,

W. ELYARD, JUNR.

[Enclosure

[Enclosure in No. 16.]

White Horse Inn, George-street,
Sydney, 30 September, 1851.

Sir,

It is with extreme regret that I feel myself compelled to refer to you again on the subject of my former communication respecting the ruinous losses to which I am subjected in carrying out the mail contract between Yass and Albury, and Albury and Melbourne.

2. I am paying now from £20 to £25 per ton for carriage of hay only from Goulburn to Albury and the Owens River; all my other expenses, including wages, are increased fully one hundred per cent. I can prove the truth of this statement by my own affidavit, as well as by other evidence.

3. The consequence of the position in which I am thus placed will be my utter ruin, and I shall be compelled, in spite of all the efforts and the daily sacrifice which I am making of my property, to discontinue running the mail, unless the intentions so kindly expressed by the Government to afford me compensation for the unforeseen and ruinous losses which I have sustained be carried into effect without delay.

4. I humbly entreat that you will forgive the importunity of this my renewed application, which I am only induced to make for the sake of avoiding the utter ruin of myself and family, and the great public inconvenience which must ensue from the stoppage of the mail.

5. I am now in Sydney, and respectfully request that you will permit me to wait upon you at such time as you may appoint, in order that I may be enabled to give you further information on my case.

I have, &c.,

J. H. JONES.

Colonial Secretary, Victoria, 26 August, respecting J. H. Jones' claim to compensation for losses as mail contractor.

Sent to Postmaster General, 17 September.

2 October.—Send this also, requesting his immediate report.

No. 17.

COLONIAL SECRETARY, NEW SOUTH WALES, to COLONIAL SECRETARY, VICTORIA.

New South Wales.

Colonial Secretary's Office,

Sydney, 23 October, 1851.

SIR,

In reference to the correspondence in the case of the claim made by Mr. J. H. Jones, mail contractor, for relief, in consideration of the losses sustained by him under his contracts, both in this Colony and Victoria, and to your letter, No. 331, of the 26th August last, I am desired by the Governor General to transmit herewith, for the consideration of His Excellency the Lieutenant Governor, the annexed copy of a letter from the Postmaster General in this Colony, reporting on your letter above referred to, and accompanied by a further communication on the subject from Mr. Jones.

I have, &c.,

E. DEAS THOMSON.

[Enclosure 1 in No. 17.]

General Post Office,
Sydney, 6 October, 1851.

Sir,

I do myself the honor to return herewith the letter from the Colonial Secretary of Victoria, respecting Mr. J. H. Jones' alleged losses on his mail contract from Albury to Melbourne, which was referred to me, under your blank cover of the 17th ultimo.

2. I also enclose a further explanatory letter from Mr. Jones, written by him after a conversation with me on the subject in this office.

3. After hearing his explanation it certainly does appear to me that Mr. Jones' losses are attributable to the bush fires to a greater extent than is supposed by the authorities in the Colony of Victoria; but, at the same time, I cannot assign to that cause an amount of loss which, if allowed, would give Mr. Jones 400 per cent. more than the sum claimable for the half year under his contract.

I have, &c.,

F. L. S. MEREWETHER.

The Hon. the Colonial Secretary, &c.

[Sub-Enclosure in No. 17.]

Sydney, 7 October, 1851.

Sir,

Having had an interview this day with the Postmaster General, on the subject of the losses I have sustained in the conveyance of the mails from Melbourne to Sydney during the first half of the year, I was informed that the estimate which I had forwarded to that officer had not been laid before you; and as I am desirous you should be possessed of the said information, I take the liberty of laying before you a copy of that estimate, by which it will be seen that my losses from Melbourne to Albury compute to £2,190, and the losses from Albury to Yass compute to £1,910.

I addressed a letter to the Postmaster General, explaining how these losses arose, and for your information I shall briefly enumerate them here, viz.:—The fires which, in the beginning of the present year, laid waste and destroyed nearly the whole of the Victoria country, and portions of this Colony adjoining Victoria, compelled me to give enormous sums for forage—in many instances as high as £30 per ton having been refused; being obliged therefore to go to Melbourne, Yass, and in some cases even to Goulburn, to purchase hay, and have it conveyed at great expense to the various stations. The immense rise in the item for carriage is accounted by the difficulty of obtaining food on the roads to feed the bullocks, and also the risk of having to return in most cases without loading; having to purchase the maize in Sydney and transmit it to Melbourne, and then the great expense of carriage to the various stations for the same reasons as above.

This

This estimate is entirely confined to causes produced by the bush fires already alluded to; although I may add, that the immense destruction of property which took place caused a consequent increase in the prices of food and all the necessaries of life; and consequently I was compelled to raise the wages of my servants, which in itself is no small item.

I would also add that, if necessary, I can make affidavit to the truth of this statement, and my overseer can make affidavit as to the truth of that portion relating to the line he had under his control.

The Auditor General,
Sydney.

I have, &c.,
J. H. JONES.

No. 18.

MR. JONES to AUDITOR GENERAL.

Bargo, 20 October, 1851.

SIR,

Enclosed, I beg to hand you the only documents I can find amongst the receipts now in my own possession at Bargo, that can tend to prove a part of the losses which I have sustained by the mail contract during this year, as referred to in my former statement to the Government.

There are other receipts and documents in the possession of my superintendent at Melbourne (which I have written to him to forward to me), but through the difficulties he had to contend with, and the consequent trouble and hurry of business that he has had, he has not been able as yet to render me any of his accounts.

See Auditor
General's letter
of 17 Feb., 1853.

Through the flooded state of the country and his immediate attendance being at present required in so many places, I am afraid it may be some time before he may be able to render me the accounts I refer to; and as it is absolutely necessary that I should have some immediate assistance, I trust that His Excellency the Governor General will take my case into immediate consideration, and take the documents which I now forward as a proof that I have not in any way exaggerated my former statement; and, in the course of some time, when the floods in any way subside up the country so that my superintendent can spare time to arrange his affairs in the Melbourne country, and forward to me the other documents that he holds which I require to fully substantiate my former claim, I will lose no time in forwarding them to you.

You will see by the enclosed papers, endorsed "Agreement for hay, 1850," the price that I paid for hay last year, and from which I made my calculations for the present contract, hoping that you will give my case your earliest convenient consideration.

I remain, &c.,
J. H. JONES.

No. 19.

AUDITOR GENERAL to POSTMASTER GENERAL.

Audit Office,
Sydney, 28 October, 1851.

SIR,

With reference to the 4th paragraph of your letter to the Honorable the Colonial Secretary, No. 73, of the 28th August last, I have the honor to request that you will have the goodness to inform me if you have yet received replies to your letters of inquiry addressed to the Postmasters at Yass, Gundagai, and Albury, respecting the prices at which Mr. Jones, the mail contractor, could have obtained forage at the end of the year 1850.

I have, &c.,
WM. LITHGOW,
Auditor General.

Transmit the extracts which have been prepared for the Auditor General. The opinions therein expressed respecting the price at which Mr. Jones represents that he could have obtained forage are conflicting, but my own opinion is that hay and corn procured or delivered for use between Yass and Albury would have cost him more than he states.

31.

No. 20.

POSTMASTER GENERAL to AUDITOR GENERAL.

General Post Office,
Sydney, 31 October, 1851.

SIR,

In attention to your letter of the 28th instant, I have the honor to transmit extracts from the reports of the country Postmasters, at the places mentioned in the margin, in reply to my inquiry as to the prices at which Mr. Jones could reasonably have expected to purchase hay and corn, when he tendered for the conveyance of the mails at the end of 1850.

The opinions therein expressed are conflicting, but my own opinion is that hay and corn, procured or delivered between Yass and Albury, would have cost more than Mr. Jones states.

I have, &c.,
F. L. S. MEREWETHER.

Yass.
Gundagai.
Tarcutta.
Albury.

No. 21.

No. 21.

MR. JONES to AUDITOR GENERAL.

Bargo, 24 December, 1851.

SIR,

The enclosed receipts I have the honor of forwarding, for your further information, respecting the losses sustained by me in the conveyance of the Melbourne mails this year. You will perceive, by a letter accompanying the receipts from my superintendent on the Melbourne side, that many more were lost. I trust the enclosed, coupled with my letter to you of 7th October last, shewing the actual losses incurred, will be sufficient to justify you in recommending a compensation in your report to Government. I have the honor also to inform you that the Postmaster General is ordered to report to Government respecting my memorial to His Excellency for a remuneration, so that His Excellency's decision may be obtained to what amount of remuneration His Excellency may deem my case deserving.

Letters from
P. M. G., 15 Aug.;
Col. Sec., 12 July;
P. M. G., 2 Aug.;
P. M. G., 15 July.

I am, &c.,

J. H. JONES,
Mail Contractor.

No. 22.

MR. JONES to POSTMASTER GENERAL.

Bargo, 15 December, 1852.

SIR,

I beg the favour to solicit your advice upon the enclosed communications—the cause having emanated from transactions connected with your office during the administration of the late James Raymond and F. L. S. Merewether, Esquires—"remuneration for losses," and applied for to His Excellency the Governor General.

It may appear strange to you, on perusing the enclosed, that the same has been allowed to remain for so long a time in abeyance; the reason was, the change that has taken place both in your department and the Auditor General's.

Receipts and proofs of the actual losses incurred now lay in the office of the Auditor General, arranged and ready to be laid before His Excellency.

By your communicating the proper channel through which it will be necessary for me to apply, so as to bring the matter immediately before His Excellency the Governor General, will greatly oblige—

Sir, &c.,

J. H. JONES,
Mail Contractor.

No. 23.

POSTMASTER GENERAL to AUDITOR GENERAL.

*General Post Office,
18 December, 1852.*

SIR,

I have the honor to enclose an application from Mr. Jones, contractor of mails on the Southern Road, for compensation for losses sustained by him during the year 1850, in his contract for the conveyance of mails between Yass and Melbourne, together with all the documents bearing on the subject.

2. I need not say that the claim is one of which I know nothing—for which there are no funds applicable from the Post Office revenue during the present year, and a portion of which, should the claim be admissable, will become chargeable on another Colony.

3. I therefore forward the papers to be reported on, should you deem such report expedient, for the decision of His Excellency the Governor General.

I have, &c.,

W. H. CHRISTIE,
Postmaster General.



Sydney: Thomas Richards, Government Printer.—1861.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

STEAM POSTAL SERVICE.

(DESPATCH TRANSMITTING CONTRACT FOR CONVEYANCE OF MAILS BETWEEN POINT DE GALLE AND AUSTRALIA.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

SECRETARY OF STATE FOR THE COLONIES to GOVERNOR SIR JOHN YOUNG.

Downing-street,
17 May, 1861.

SIR,

I transmit to you, for general information in the Colony under your Government, four copies of the new Contract which has been entered into by the Postmaster General with the Peninsular and Oriental Steam Navigation Company, for the conveyance of the Mails between Point de Galle and Australia.

I have, &c.,
NEWCASTLE.

[Enclosure in the foregoing.]

ARTICLES OF AGREEMENT made the 16th day of April, in the year of our Lord 1861, between the Peninsular and Oriental Steam Navigation Company, of the one part, and the Right Honorable Edward John Lord Stanley, of Alderley, Her Majesty's Postmaster General for the time being, of the other part.

Whereas the said Company, in the month of October, 1858, sent to the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, a Tender in writing, dated the 5th day of that month, for the supply of steam-vessels for performing the Mail Service between Great Britain and Australia: And whereas the terms or conditions of such Tender were subsequently in some respects altered, and in others modified with the mutual consent of the said Company and the said Commissioners: And whereas such Tender (with such alterations and modifications as hereinbefore referred to) was approved by Mr. Arthur Anderson, on the part of the said Company, on the 9th day of the same month of October, and was, as approved by the said Company, accepted by the said Commissioners on the 13th day of the same month, and the draft of a Contract was subsequently prepared by the Solicitor of the Admiralty on the footing of such tender when so altered or modified as aforesaid, and although no Contract in writing has at present been executed in respect of such services, yet the same, as thereby agreed to be performed, have been performed by the said Company, from the 12th day of February, 1859, up to the 30th of June last past: And whereas the said Company having discovered that the services so agreed

Reciting Tender for the supply of steam vessels for the Mail service between Great Britain and Australia.

Reciting the acceptance of the Tender, and the performance of the services by the Company.

Reciting that the services agreed to be performed were attended with great loss; but the Company were willing to continue the same under the modified arrangements, and for a reduced subsidy.

The Company agree to convey the Mails between Point de Galle and Australia.

Vessels to be furnished with appropriate machinery, tackle, &c.;

And manned with certificated officers, &c.;

Also a medical officer;

Also a sufficient number of engineers and crew, to be subject to approval of Postmaster General.

Designs, &c., of vessels, to be submitted to the Postmaster General, if required.

Departure of vessels.

Vessel shall delay departure for 24 hours if deemed expedient by the Postmaster General or his officers.

Company to convey Mails from Point de Galle

to be performed, and so performed by them as aforesaid, were not only not remunerative, but attended with great loss, did address, on the 30th day of April, 1860, a letter to the Lords Commissioners of Her Majesty's Treasury, stating, in reply to inquiries contained in a letter from the said Lords Commissioners, dated the 27th of the same month of April, that the Company would be compelled to abandon the further execution of the said service, but that as an alternative to the total relinquishment of the service, and in order to avoid the inconvenience of a suspension of Mail communication with Australia, they were willing to continue it under the modified arrangements, and for the reduced subsidy hereinafter stated, which alternative proposal the Lords Commissioners of Her Majesty's Treasury were pleased to accept, and to authorize the said Postmaster General, to whom all securities entered into with the Commissioners of the Admiralty in relation to the packet service had been transferred under or by virtue of an Act of Parliament made and passed in the last Session of Parliament, to take the necessary steps in conjunction with the said Company, for preparing a Contract on the footing of such alternative proposal.

Now these presents witness that the said Company, in consideration of the payments hereinafter agreed to be made to them, do hereby for themselves, their successors and assigns, covenant, promise, and agree to and with the said Postmaster General, his successors and assigns, that they the said Company shall and will at their own costs and charges at all times until this agreement shall be determined to the satisfaction of the Postmaster General for the time being, convey Her Majesty's Mails (which term Mails shall for the purposes of this agreement be considered to mean and include all letters, newspapers, books, and printed papers, and also all bags, boxes, and packets of letters, newspapers, books, and printed papers, sent by the post) which shall, during the continuance of this Contract, by the Postmaster General, or any of his officers or agents, be required to be conveyed between Point de Galle in Ceylon, *via* Melbourne and Sydney in Australia, according to the table in that behalf hereunto annexed, by means of a sufficient number of full power steam vessels (not less than three) supplied with first-rate appropriate steam engines.

That all the vessels to be employed in the services hereby agreed to be performed, shall be supplied and furnished with all necessary and proper machinery, engines, apparel, furniture, stores, tackle, boats, fuel, oil, tallow, provisions, anchors, cables, fire pumps and other proper means for extinguishing fire, lightning conductors on Sir Snow Harris's or other approved principle, charts, chronometers, proper nautical instruments, medicines, medicaments, and whatsoever else may be requisite and necessary for equipping the said vessels, and rendering them constantly efficient for the service hereby agreed to be performed, and also manned and provided with competent officers with appropriate certificates granted pursuant to the Act 17th and 18th Vict. cap. 104, or to any other Act or Acts of Parliament in force for the time being relative to the granting certificates to officers in the merchant service, and also a medical officer to be approved by the said Postmaster General, and who shall give medical attendance, medicines, and medicaments gratis to all persons conveyed under or by virtue of this agreement, or whose passage money may be paid for either in whole or in part by the public, and with a sufficient number of efficient engineers, and a sufficient crew of able seamen and other men, to be in all respects subject to the approval of the said Postmaster General, or of such other person or persons as he shall at any time or times, or from time to time, authorize to inspect and examine the same, and the said Company shall (if required) submit the designs, plans, and sections of each vessel to be employed in the performance of this agreement to the said Postmaster General: Provided, however, that all vessels belonging to the said Company, and which at the date of this agreement shall be employed in the performance of any Post Office services, shall be considered as having been approved by the said Postmaster General.

That one of such vessels so approved, equipped, and manned as aforesaid, shall during the continuance of this agreement, on such days and at such hours as are respectively mentioned in the said table hereunto annexed (until and unless any other days or hours shall under the proviso herein in that behalf contained be substituted instead thereof), and immediately after Her Majesty's Mails are embarked, put to sea from, touch, and arrive at the several ports or places respectively mentioned in such table, and all the said vessels to be employed in the services hereby agreed to be performed shall, during the continuance of this agreement, convey the said Mails as mentioned in such table, and all the stipulations, matters, and things therein mentioned and contained shall form part of this agreement, and be observed, kept, and performed by the said Company accordingly. And the said Company shall convey in the vessels to be employed under this agreement to and from, and cause to be delivered and received at such of the ports or places mentioned in the said table from or at which the said vessels are to start, touch, and arrive in performance of this agreement, all such of Her Majesty's Mails as shall or may be tendered to, delivered, or received by the said Company, or any of their agents, officers, or servants, by or from the said Postmaster General, or any of his officers or agents.

That should it be deemed by the said Postmaster General, his officers or agents, requisite for the public service that any vessel to be employed under this agreement should at any time or times delay the departure from Point de Galle or Sydney beyond the period appointed for its departure, the said Postmaster General, his officers or agents, shall have power to order such delay, not however exceeding twenty-four hours, by letter addressed by him, or other his officers or agents to the master of any such vessel, or person acting as such, and which shall be deemed a sufficient authority for such detention, anything herein contained to the contrary notwithstanding.

That the said Company shall convey the said Mails from Point de Galle *via* Melbourne to Sydney in twenty-two days, and from Sydney *via* Melbourne to Point de Galle in twenty-four days: And it is hereby agreed that if the said Company shall fail to deliver the said Mails

Mails at Sydney *viâ* Melbourne from Point de Galle in twenty-two days, or at Point de Galle *viâ* Melbourne from Sydney in twenty-four days, then or in either of such cases, and so often as the same shall happen, the said Company shall forfeit and pay to Her Majesty, Her heirs and successors, the sum of two hundred pounds per day for every twenty-four hours consumed on the respective voyages beyond the periods as hereinbefore respectively agreed and specified. Provided always, that the full amount of such sums on any one voyage shall never exceed the sum of five thousand six hundred and eleven pounds six shillings and eight-pence, and provided further, that the payment of any such sum shall not be enforced against the said Company, if it be shewn by them, to the satisfaction of the said Postmaster General, that the delay has arisen from causes over which they, the said Company, had not and could not have had any control: Provided, however, and it is hereby further agreed and declared, that in the voyage from Sydney *viâ* Melbourne to Point de Galle, and from Point de Galle *viâ* Melbourne to Sydney, the space of twenty-four hours shall be allowed over and above the time hereinbefore above stipulated and appointed for making such respective voyages for detention at Melbourne for the purpose of the delivery and reception of Mails.

viâ Melbourne, to Sydney, in 22 days, and from Sydney *viâ* Melbourne, to Point de Galle, in 24 days. Penalty for delay.

And the said Postmaster General doth hereby covenant and agree to pay to the said Company a premium of fifty pounds for each and every twenty-four hours within which the said Mails shall be delivered less the number of days hereby covenanted for delivery of the same respectively at Sydney and Point de Galle.

The Postmaster General to pay the Company a premium of £50 for delivering the Mails in a less number of days.

And it is hereby agreed that if at any time or times during the continuance of this agreement the said Postmaster General shall desire to modify the services hereby contracted to be performed (as for example, to alter the particular days, times, or hours of departure from and arrival at any of the ports or places to or from which Her Majesty's Mails are to be conveyed under or by virtue of this agreement, or to increase or decrease the frequency of such conveyance), he shall be at liberty so to do on giving reasonable notice in writing of such his desire to the said Company at their offices in London, and on paying to them for such modified or altered services such further or other consideration, and in the event of the services hereby agreed to be performed being decreased on his paying to them such reduced consideration as may be mutually agreed upon between the said Company and the Postmaster General for the time being, and failing such mutual agreement, by arbitration in the manner hereinafter in that behalf provided: And it is hereby further agreed and declared, that the particular days, times, and hours of departure from and arrival at any of such ports or places or other (if any) services which may be appointed by any such modification or alteration in force for the time being as aforesaid, shall be deemed to be the days, times, and hours of departure and arrival of Her Majesty's Mails under this agreement, and shall be observed and kept by the Company accordingly.

The Postmaster General may modify the services on giving notice to the Company.

And the said Company do hereby agree with the said Postmaster General that if they, the said Company, should fail to provide an efficient vessel at Point de Galle and Sydney in accordance with the terms of this agreement, ready to put to sea on the appointed day and at the appointed hour mentioned and specified in the said table hereunto annexed, then and in such case, and so often as the same shall happen, the said Company shall forfeit and pay unto Her Majesty, Her heirs and successors, the sum of Five hundred pounds, and also the further sum of one hundred pounds for every successive twenty-four hours which shall elapse until such vessel shall actually proceed to sea on her voyage in the performance of this agreement: Provided further that the payment of any such sums shall not be enforced against the said Company, if it be shewn by them to the satisfaction of the said Postmaster General that the delay has arisen from causes over which they, the said Company, had not and could not have had any control.

Penalties for not providing efficient vessels.

That the said Company shall at all times, during the continuance of this agreement, have in constant readiness, for the due execution of the service hereby agreed to be performed, not less than three full-power steam vessels, and shall, in every case of any or either of such vessels becoming disabled, with all possible speed, at their own costs and charges, replace the same by good and efficient vessels of similar steam power and efficiency obtained by hire or otherwise.

Company always to have three vessels ready for the service, and in case of being disabled to replace same.

That the said Company shall receive and allow to remain on board each of the said vessels so to be and while employed in the performance of this agreement, and also while remaining at each or either of the ports or places for Return Mails, and with or without Mails in charge, an officer in Her Majesty's navy to be appointed by the said Postmaster General to take charge of the said Mails, and also an assistant or servant of the said officer (if required), and that every such officer shall be recognized and considered by the said Company, their officers, agents, and seamen, as the agent of the said Postmaster General in charge of Her Majesty's Mails, and as having full authority in all cases to require a due and strict performance of this agreement on the part of the said Company, their officers, servants, and agents, and to determine every question, whenever arising, relative to proceeding to sea, or putting into harbour, or to the necessity of stopping to assist any vessel in distress, or to save human life, and that the decision of such officer as aforesaid shall in each and every such case be final and binding on the said Company, unless the said Postmaster General on appeal by the said Company shall think proper to decide otherwise: Provided, however, and it is hereby agreed, that the words "to determine every question" shall not confer upon such officer the power of compulsion in such cases.

An officer in the navy to remain on board the vessels and to take charge of Mails.

That if the said Postmaster General at any time or times think fit, he shall be at liberty in any case or cases to substitute for the said naval officer and his assistant or servant a civil officer in the service of the Postmaster General, to have charge of the said Mails, and in such case or cases any such last-mentioned officer, and also an assistant of the said officer (if required), shall be received and be allowed to remain on board each of the said vessels as hereinbefore provided with respect to any such naval officer and his assistant or servant, but

The Postmaster General may substitute a civil officer in the place of a naval officer.

when

when any civil officer in the service of the Post Office shall be in charge of the said Mails, his duties shall be confined to the Post Office business.

That a suitable first-class cabin, with appropriate bed, bedding, and furniture, shall, at the cost of the said Company, be provided and appropriated by them for and to the exclusive use and for the sole accommodation of every such naval officer or civil officer, and also a proper and convenient place of deposit on board, with secure lock and key, for Her Majesty's Mails, and that each and every of the said officers shall be victualled by the said Company as a chief-cabin passenger, without any charge being made either for his passage or victualling; and that should any of such officers require an assistant or servant, such assistant or servant shall also be provided with a proper and suitable berth, and be duly victualled by and at the cost of the said Company as a second-cabin passenger, without any charge being made for the same.

A first-class cabin, with bed and bedding to be provided for such naval or civil officer; also a proper place for the deposit of the Mails.

The officer to be victualled by the Company as a chief cabin passenger.

The Company to provide suitable accommodation for sorting and making up the Mails.

That the said Company shall and will provide, on board each of the vessels to be employed under this agreement, all necessary and suitable accommodation, to the satisfaction of the Postmaster General, for the purpose of sorting and making up the Mails thereby conveyed, and also shall and will receive, victual, and convey and allow to remain on board each of the said vessels, such civil officer, if any there should be, of the Post Office, and his assistant, without any extra charge whatsoever, which said civil officer shall be treated as a first-class passenger, and be provided for, accommodated, and victualled in the same manner as if he were the naval officer in charge of the Mails, and the said assistant or servant shall be provided for, accommodated, and victualled in the same manner as the assistant or servant of the said naval officer as hereinbefore provided.

To convey the officer in charge of the Mails on shore.

That at each port or place where the said Mails are to be delivered and received, the officer having charge of Her Majesty's Mails shall, whenever, and as often as by him shall be deemed practicable or necessary, be conveyed on shore, and also from the shore to the vessel employed for the time being in the performance of this agreement, together with or (if such officer shall consider it requisite for the purposes of this agreement so to do) without Her Majesty's Mails, in a suitable and seaworthy boat of not less than four oars, to be furnished with effectual covering for the Mails, and properly provided, manned, and equipped by the said Company; and that the directions of such officer shall in all cases be obeyed as to the mode, time, and place of receiving and delivering such Mails.

The Postmaster General may entrust the master of the vessels with the custody of the Mails.

That if the said Postmaster General shall, during the continuance of this agreement, think fit to entrust the charge and custody of the Mails to the master of the vessels to be employed for the time being in the performance of this agreement, and in all cases when the officer or other person appointed to have charge of Her Majesty's Mails shall be absent, the master of such vessel shall without any charge (other than that herein provided to be paid to the said Company) take due care of, and the said Company shall be responsible for the receipt, safe custody, and delivery of the said Mails, and each of such masters shall make the usual oath or declaration, or declarations, required, or which may hereafter be required by the Postmaster General in such and similar cases, and furnish such journals, returns, and information to, and perform such services as the said Postmaster General or any of his agents may require; and every such master or officer, duly authorized by him, having the charge of such Mails, shall himself immediately on the arrival at any of the said ports or places of any vessel so conveying the same, deliver all Her Majesty's Mails for such port or place into the hands of the Postmaster of the port or place where such Mails are to be delivered, or into the hands of such other person as the said Postmaster General shall direct and authorize to receive the same, receiving in like manner all the return or other Mails to be forwarded in due course.

The master to deliver the Mails to the Postmaster of the port or place where they are to be delivered.

That the said Company shall not, nor shall any of the masters of any of the vessels employed or to be employed under this agreement, receive, or permit to be received, on board any of the vessels employed under this agreement any letters for conveyance other than those duly in charge of the said naval officer or other person authorized to have charge of the said Mails, or which are or may be privileged by law; and the said naval officer or other person shall report to the said Postmaster General any default in this respect; and in case of any such default, the said Company shall be liable to be proceeded against for a breach of this agreement.

The Company not to receive on board any letters for conveyance other than those in charge of the naval officer, &c.

Power for the naval officer to survey the vessels, machinery, and crew, and to give notice of defects to the master, &c.

And the said Company do hereby further agree with the said Postmaster General, that every naval officer authorized to have the charge of the said Mails shall, either alone or with such other persons as he may consider necessary, have full power and authority, as often as he may deem it requisite, to examine and survey in such manner, and with the assistance of such persons as he may think proper, any of the vessels employed, or to be employed, in the performance of this agreement, and the hulls, machinery, equipments, and crew thereof, on his giving reasonable notice in writing to the master for the time being of the vessel about to be examined, or to the person acting as such, of such his intention; and if any defect or deficiency be ascertained, and notice thereof in writing be given to such master or other persons, such master or other persons shall and will immediately, or as soon as possible thereupon, remedy, replace, or effectually repair or make good every such defect or deficiency; and that the said Postmaster General shall also have full power, whenever and as often as he may deem it requisite, to survey by any of his officers or agents all or any of the vessels employed and to be employed in the performance of this agreement, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, equipments, and the officers, engineers, and crew of every such vessel; and that for the purposes aforesaid the said vessels shall (if necessary) be opened in their hulls whenever the said officers may require; and if any such vessels, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any of such officers or agents unseaworthy or not adapted to the service hereby agreed to be performed,

Power for the Postmaster General or his officers to survey the vessels, &c.

performed, every vessel which shall be disapproved of, or in which such deficiency or defect shall appear, shall be deemed inefficient for any service hereby agreed to be performed, and shall not be employed again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Postmaster General.

That the said Company, and all commanding and other officers of the vessels to be employed in the performance of this agreement, and all agents, seamen, and servants of the said Company, shall at all times during the continuance of this agreement, punctually attend to the orders and directions of the said Postmaster General, or of any of his officers or agents, as to the landing, delivering, and receiving Her Majesty's Mails.

The Company, &c., to attend to the orders of the Postmaster General, or his officers, as to delivering and receiving the Mails.

That the said Company shall and will, when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Postmaster General, or by such naval or other officers or agents acting under his authority (such writing to specify the rank or description of the person or persons to be conveyed, and the accommodation to be provided for him or them), receive, provide for, victual, and convey to and from and between the places to which any of the vessels are to proceed in the performance of this agreement, on board each and every or any of the vessels to be employed in the performance of this agreement (in addition to the naval or other officer authorized to have charge of the said Mails), any number of naval, military, or civil officers in the service of Her Majesty, (not exceeding four in any one ship), with or without their wives and children, as chief-cabin passengers, and any number of non-commissioned or warrant officers, or civilians in Her Majesty's service (not exceeding two) in any one ship, with or without their wives and children, as fore-cabin passengers, together with the servants of both chief and fore-cabin passengers, and any number of seamen, marines, soldiers, or artificers in Her Majesty's service (not exceeding ten) in any one ship, with or without their wives and children, as deck passengers, to be effectually protected from rain, sun, and bad weather (a fortnight's notice being given if practicable to the said Company, or to their agent at the port of embarkation of all such passengers as may be required to be received, provided for, victualled, and conveyed as aforesaid), and that the said Company shall and will convey any soldiers (not exceeding ten) as deck passengers (other than those hereinbefore specially provided for), and that the said Company shall and will provide them with adequate protection from rain, sun, and bad weather, and that such soldiers as last aforesaid shall not be exposed on deck without such competent shelter, and that all such passengers as aforesaid shall be permitted to ship the quantity of baggage allowed by the said Company to ordinary passengers of similar rank free of all charge for the conveyance thereof.

The Postmaster General may require the Company to convey on board the vessels a limited number of naval, military, or civil officers, with their wives, &c.; also warrant officers, seamen, marines, soldiers, &c.

That commissioned officers, their wives and children, shall be considered and paid for as chief-cabin passengers, non-commissioned and warrant officers, their wives and children, as and paid for as fore-cabin passengers, and seamen, marines, private soldiers, artificers, and their wives and children, as and paid for as deck passengers, and the said servants (in respect of accommodation) as and paid for as the servants of chief-cabin passengers.

Commissioned officers to be paid for as chief-cabin passengers, &c.

That the victualling of commissioned officers, their wives and children, conveyed as chief-cabin passengers, shall be similar to that usually allowed by the said Company to chief-cabin passengers, their wives and children, the victualling of non-commissioned officers, their wives and children, conveyed as fore-cabin passengers, shall be similar to that usually allowed to the boatswain and carpenter of the said Company's steam ships, and the victualling of seamen, marines, soldiers, and artificers, their wives and children, conveyed as deck passengers, shall be similar to that usually allowed to the seamen of the said Company's steam ships, and the victualling of the servants of officers (whether chief or fore-cabin passengers), shall be similar to that usually allowed to the servants of other chief or fore-cabin passengers.

As to the victualling of commissioned officers, non-commissioned officers, seamen, &c.

That the passage money shall be paid in full of all charge for mess, including a pint of port or good foreign white wine, and one bottle of malt liquor per day for each officer conveyed as a chief cabin passenger, and half a gill of spirits per day, or an equivalent (if not issued) for each warrant officer, non-commissioned officer, seaman, marine, soldier, artificer, and servant conveyed as a fore-cabin or a deck passenger, at and after the fares or rates charged by the said Company for ordinary passengers of a similar description, the said Company carrying children under three years of age free, and charging for male servants not more than one-half, and for female servants not more than two-thirds of the rates charged for their employers.

The passage money to be paid in full of all charge for mess, including allowances of wine, &c.

That the payment for the passage ordered at the expense of the public of any person shall only be made on the production of the order for the passage, and of a certificate from the person in the following form, namely:—

Certificate for passage money.

“ I hereby certify, that on the _____ I embarked at _____ as a _____ passenger on board the Mail steam packet _____ for a passage to _____, and landed at _____ on the _____.”
To which certificate the following addition is to be made in any case of a male cabin passenger, namely:—

“ I further certify, that the first dinner meal taken on board was on the _____, and the last dinner meal on the _____.”
“ Dated this _____ day of _____.”

And the correctness of the dates shall be corroborated by the master of the packet, adding underneath the passenger's signature—

“ The dates inserted in this certificate are correct.”
“(Signature.)
“ Master of the Packet.”

The passage money for officers and families to be the ordinary rates; children under three years to be free.

That the passage money for the families and wives of officers shall be paid to the said Company by the officers themselves, at the rates charged to ordinary passengers of a similar description, their children under three years of age being conveyed free of charge.

That

The passengers to be exclusive of any men sent Home under the Act 17 and 18 Vic., c. 104.

Small packages to be received on board and delivered at the places where the Mails are delivered, as often as the Postmaster General, or the officer in command at the port, may require, free from all charge.

Naval stores not exceeding 10 tons to be conveyed at the same rate as private goods.

The sums payable by the Company to be considered as stipulated damages.

Payments to the Company for services.

Disputes to be referred to arbitration.

The postage of all Mails to belong to Her Majesty.

Commencement and duration of agreement.

That the passengers hereinbefore mentioned or referred to are to be exclusive of any men to be sent Home under the provisions of the Act 17 and 18 Vic. c. 104, the rate of passage for whom is to be and to be paid for in accordance with the provisions of that Act.

That the said Company shall and will receive on board each and every of the vessels to be employed in the performance of this agreement any number of small packages not exceeding twenty cubic feet in measurement, containing astronomical instruments, charts, wearing apparel, medicines, or other articles (which small packages shall not contain liquids or chemicals, oil, grease, or other articles of a dangerous or damaging character), and convey and deliver the same to, from, and between the said ports or places to or from which the said Mails are to be conveyed in the performance of this agreement, when and as often as directed by the said Postmaster General, or by the British naval officer in command of the station, or at any port where the vessel may touch, free from all costs and charges, and also shall and will receive on board each and every of the said vessels, and convey and deliver to, from, and between all or any of the said ports or places any naval or other stores (which stores shall not consist of liquids, chemicals, oil, grease, or any other article of a dangerous or damaging character), not exceeding ten tons in weight at any one time in any one vessel, at the rate of freight charged by the said Company for private goods, on receiving from the said Postmaster General, his officers or agents, two days' previous notice of his intention to have such stores so conveyed, and that the said Company shall in all cases be strictly responsible for the due custody and safe delivery of the said packages, articles, and stores.

And it is hereby further agreed that all and every the sums of money hereby stipulated to be paid by the said Company unto Her Majesty, Her heirs and successors, shall be considered as stipulated or ascertained damages, whether any damages or loss have or hath, or have not or hath not been sustained, and shall and may be deducted and retained by the said Postmaster General out of any moneys payable or which may thereafter be payable to the said Company, or the payment may be enforced as a debt due to Her Majesty, with full costs of suit, at the discretion of the said Postmaster General.

And in consideration of the due and faithful performance by the said Company of all the services hereby agreed to be by them performed, the said Postmaster General doth hereby covenant and agree that there shall be paid to the said Company (out of such aids or supplies as may be from time to time provided and appropriated by Parliament for the purpose), so long as they perform the whole of the said services in the manner and with such vessels as herein respectively provided, a sum after the rate of one hundred and thirty-four thousand six hundred and seventy-two pounds per annum, in equal quarterly payments, on the first day of January, the first day of April, the first day of July, and the first day of October, and with a proportionate part thereof, should this agreement be determined on any other day than one of those hereinbefore mentioned, which said rateable sum it is hereby agreed and declared shall be paid to and received by the said Company, as full compensation for all costs and expenses which they may incur or be put unto, by reason or on account of all and singular the services hereby contracted to be performed, subject, however, to the abatement of any sums of money in respect of forfeitures which the said Company may have incurred, or to the addition of any sums in respect of premiums (as the case may be), as herein provided, and which payments shall be made on the production by the said Company, from time to time, to the Secretary for the time being of the General Post Office, of certificates from the proper officers that the terms and conditions of this agreement have been strictly and punctually performed, or so soon thereafter as the accounts sent in for the then last quarter can be checked and examined.

And it is hereby further agreed and declared between and by the said parties to these presents, that if at any time during the continuance of this agreement, or after the determination thereof, any dispute or controversy shall arise between the said parties to these presents, or their successors respectively, concerning any breach or alleged breach, by or on the part of the said Company, of this present agreement, or the sufficiency of any such breach to justify the Postmaster General in putting an end to the same, or concerning the amount of consideration to be paid to or allowed by the said Company, as the case may be, for such modified or altered services as hereinbefore in that behalf mentioned, or concerning any of the covenants, matters, or things herein contained, or in anywise relating thereto, and notwithstanding the power herein contained, to determine this agreement, and any execution or attempted execution of such power, such dispute or controversy shall be referred to two arbitrators, one to be chosen from time to time by the said Postmaster General, and the other by the said Company; and if such arbitrators should at any time or times not agree in the matter or question referred to them, then such question in difference shall be referred by them to an umpire, to be chosen by such arbitrators before they proceed with the reference to them, and the joint and concurrent award of the said arbitrators, or the separate award of the said umpire, when the said arbitrators cannot agree, shall be binding and conclusive upon both parties, and this agreement of submission may be made a rule of either of Her Majesty's Courts of Record.

And it is hereby further agreed that the whole postage of all Mails conveyed in the vessels employed under this agreement, whether carried from or out of Her Majesty's dominions or otherwise, shall belong to Her Majesty, and shall be at the disposal of Her Majesty's Postmaster General.

And it is hereby further agreed and declared that this agreement shall commence from the day of the date hereof, and shall continue in force until one of the said parties hereto shall give to the other of them six calendar months' notice of his or their desire to determine the same; and on the expiration of such notice this agreement shall determine accordingly, without prejudice nevertheless to any right of action or other proceeding which shall then have accrued to either party for any breach thereof.

And

STEAM POSTAL SERVICE.

And it is hereby distinctly agreed that the said Company shall undertake for themselves all arrangements relative to quarantine, as connected with the due and regular performance of the conditions of this agreement.

The Company to undertake the arrangements as to quarantine.

And it is hereby further agreed and declared that without the consent of the said Postmaster General, signified in writing under the hand of the secretary, or one of the assistant secretaries of the Post Office, neither this Contract, nor any part thereof, shall be given, granted, assigned, underlet, or disposed of, and that in case of the same, or any part thereof, being given, granted, assigned, underlet, or otherwise disposed of without such consent signified as aforesaid, or in case of any breach of this agreement, or any covenant matter or thing herein contained on the part of the said Company, their officers, agents, or servants, and whether there be or be not any penalty or sum of money hereby made payable by the said Company for any such breach, it shall be lawful for the said Postmaster General, if he shall think fit (and notwithstanding there may or may not have been any former breach of this Contract) by writing under his hand or under the hand of the secretary or one of the assistant secretaries of the Post Office, to determine this agreement without any previous notice to the said Company or their agents, nor shall the said Company be entitled to any compensation in respect of such determination.

The Company not to underlet or dispose of the Contract without the consent of the Postmaster General.

The Postmaster General may determine this agreement in case of any breach by the Company, without any previous notice.

And it is hereby also agreed that all notices or directions which the said Postmaster General, his officers, agents, or others, are hereby authorized and empowered to give to the said Company, their officers, servants, or agents, other than any notice of termination of this Contract, may, at the option of the said Postmaster General, his officers, agents, or others, be either delivered to the master of any of the said vessels, or other officer or agent of the said Company in the charge or management of any vessel employed in the performance of this agreement, or may be left for the said Company at their office or house of business in London, Point de Galle, Melbourne, or Sydney, or at their or any of their last known places of business or abode, and any notices or directions so given or left shall be binding on the said Company: Provided always that any notice of termination of this Contract shall be served on the said Company, their officers, servants, or agents, at their office in London.

As to the service of notices.

And it is hereby further agreed that if on the determination of this agreement any vessel or vessels should have started, or should start with the Mails in conformity with this agreement, such voyage or voyages shall be continued and performed, and the Mails be delivered and received during the same as if this agreement had remained in force with regard to any such vessels and services; and with respect to such vessels and services as last aforesaid, this agreement shall be considered as having terminated as and when such vessels and services shall have reached their port or place of destination, and been performed.

If, when the agreement terminates, any vessel shall have started with the Mails the voyage to be continued as if the agreement had remained in force.

And for the due and faithful performance of all and singular the covenants, conditions, provisoes, clauses, articles, and agreements hereinbefore contained, and which, on the part and behalf of the said Company, their officers, agents, or servants, are or ought to be observed, performed, fulfilled, and kept, the said Company do hereby bind themselves and their successors unto Her Majesty the Queen in the sum of twenty-five thousand pounds sterling, to be paid to Her, Her heirs or successors, by way of stipulated or ascertained damages, hereby agreed upon between the said Postmaster General and the said Company, in case of the failure on the part of the said Company in the due execution of this Contract or any part thereof.

Penalty for the due performance of the agreement

Provided always, and it is hereby expressly agreed and declared between and by the said parties to this agreement, that on this agreement being determined in the manner hereinbefore provided, the said hereinbefore mentioned tender and agreement thereunder made, and all and singular the conditions, agreements, powers, provisoes, clauses, and articles declared, contained, or referred to in the said tender, or in any table, letter, memorandum, or paper writing, forming or constituting the agreement hereinbefore referred to, or containing, explaining, or defining the terms and conditions thereof, for the performance of the services hereby agreed to be performed, shall be revived and become again in full force and effect, as if this agreement had not been made and entered into, anything hereinbefore contained to the contrary notwithstanding.

The former tender to be revived and in full force on the determination of this agreement.

Provided always, and it is hereby further expressly agreed and declared between and by the said parties hereto that the agreement shall not be binding until it has laid upon the table of the House of Commons for one month without disapproval, unless this said agreement is previously approved by a resolution of the said House of Commons.

This agreement not to be binding until it has been laid on the table of the House of Commons for one month.

In witness whereof the said Peninsular and Oriental Steam Navigation Company have hereunto set their corporate seal, and the said Postmaster General hath hereunto set his hand and seal the day and year first above written.

STANLEY OF ALDERLEY. (l. s.)

The Seal of the Peninsular and Oriental Steam Navigation Company.

Signed, sealed, and delivered by the within named Edward John Lord Stanley of Alderley, Her Majesty's Postmaster General, in the presence of—

E. B. OSBORN.

Sealed with the Seal of the Peninsular and Oriental Steam Navigation Company, pursuant to an Order of a Board of Directors of the said Company, dated 12th April, 1861, and such Seal was affixed hereto in presence of three of the Directors, and of me, the Secretary of the said Company, and in conformity with the terms of the deed of settlement.

P. D. HADOW,
JOHN GEORGE,
WM. H. HALL,
Directors.

C. W. HOWELL, Secretary.

Witness also,

E. B. OSBORN,
Solicitor's Office, General Post Office.

THE TABLE ABOVE REFERRED TO.

OUTWARD ROUTE.

Leave Point de Galle.		Arrive at King George's Sound.		Arrive at Melbourne.		Leave Melbourne.		Arrive at Sydney.	
1861.	Jan. 21	1861.	Feb. 4	1861.	Feb. 9	1861.	Feb. 10	1861.	Feb. 13
"	Feb. 21	"	Mar. 7	"	Mar. 12	"	Mar. 13	"	Mar. 16
"	Mar. 24	"	April 7	"	April 12	"	April 13	"	April 16
"	April 21	"	May 5	"	May 10	"	May 11	"	May 14
"	May 22	"	June 5	"	June 10	"	June 11	"	June 14
"	June 22	"	July 6	"	July 11	"	July 12	"	July 15
"	July 22	"	Aug. 5	"	Aug. 10	"	Aug. 11	"	Aug. 14
"	Aug. 21	"	Sept. 4	"	Sept. 9	"	Sept. 10	"	Sept. 13
"	Sept. 21	"	Oct. 5	"	Oct. 10	"	Oct. 11	"	Oct. 14
"	Oct. 22	"	Nov. 5	"	Nov. 10	"	Nov. 11	"	Nov. 14
"	Nov. 21	"	Dec. 5	"	Dec. 10	"	Dec. 11	"	Dec. 14
"	Dec. 22	1862.	Jan. 5	1862.	Jan. 10	1862.	Jan. 11	1862.	Jan. 14

HOMEWARD ROUTE.

Leave Sydney.		Arrive at Melbourne.		Leave Melbourne.		Arrive at King George's Sound.		Arrive at Point de Galle.	
1861.	Jan. 22	1861.	Jan. 25	1861.	Jan. 26	1861.	Jan. 31	1861.	Feb. 16
"	Feb. 20	"	Feb. 23	"	Feb. 24	"	Mar. 1	"	Mar. 17
"	Mar. 22	"	Mar. 25	"	Mar. 26	"	Mar. 31	"	April 16
"	April 22	"	April 25	"	April 26	"	May 1	"	May 17
"	May 22	"	May 25	"	May 26	"	May 31	"	June 16
"	June 22	"	June 25	"	June 26	"	July 1	"	July 17
"	July 22	"	July 25	"	July 26	"	July 31	"	Aug. 16
"	Aug. 22	"	Aug. 25	"	Aug. 26	"	Aug. 31	"	Sept. 16
"	Sept. 22	"	Sept. 25	"	Sept. 26	"	Oct. 1	"	Oct. 17
"	Oct. 22	"	Oct. 25	"	Oct. 26	"	Oct. 31	"	Nov. 16
"	Nov. 22	"	Nov. 25	"	Nov. 26	"	Dec. 1	"	Dec. 17
"	Dec. 22	"	Dec. 25	"	Dec. 26	"	Dec. 31	1862.	Jan. 16

1861.

Legislative Assembly.

NEW SOUTH WALES.

TELEGRAPH DEPARTMENT.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 3 September, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 16 April, 1861, That there be laid upon the Table of this House,—

- “ (1.) The Amount paid from the General Revenue to the
“ Telegraph Department, during the year 1860. .
- “ (2.) The Number of Messages sent, the Amount paid for
“ each, and the Office at which such payment was made.”

(*Mr. Dickson.*)

ELECTRIC TELEGRAPH.

STATEMENT of AMOUNTS paid from the GENERAL REVENUE to the TELEGRAPH DEPARTMENT for MESSAGES, dispatched during the year 1860.

MESSAGES.	FROM DEPARTMENTS.	AMOUNT.		
		£	s.	d.
4	Audit Office	0	16	0
117	Colonial Secretary... ..	61	16	3
23	Customs	12	8	10
3	Commissariat	0	19	3
1	City Coroner	0	1	7
10	Committee of the Unemployed	2	16	2
40	Colonial Architect... ..	16	5	3
6	Colonial Storekeeper	3	8	4
7	Engineer for Harbours	1	15	6
1	Government Printer	0	8	0
4	Governor of Gaol	1	9	6
10	Gold Commissioner (Gundagai)	5	3	5
32	His Excellency	72	14	6
14	Internal Communication	5	5	4
42	Lands	14	15	5
38	Law	15	4	8
2	Mint	0	9	3
5	Officer Commanding Troops	2	11	0
224	Police	129	15	6
17	Ditto (Gundagai)	5	6	5
71	Postmaster General	49	5	6
17	Pilot Board	6	17	6
100	Railway	35	6	5
731	Roads	273	3	7
1	Speaker of Legislative Assembly	0	3	0
21	Surveyor General	10	5	7
8	Superintendent, Cockatoo Island	1	1	3
21	Sheriff	5	7	6
14	Colonial Treasurer... ..	4	18	6
116	Works	63	10	5
1,695	TOTAL... ..	803	9	5

EDWD. CHAS. CRACKNELL,
Superintendent of Telegraphs.

[Price, 1d.]

Sydney: Thomas Richards, Government Printer—1861.

NEW SOUTH WALES ELECTRIC TELEGRAPH.

RETURN shewing AMOUNT and NUMBER of MONEY ORDERS transmitted for the HALF-YEAR ending 30th JUNE, 1861.

	SYDNEY.			GUNDAGAL.			ALBURY.			GOULBURN.			YASS.			BATHURST.			MAITLAND.			NEWCASTLE.			WINDSOR.			KIANDRA.			MUDGEE.			TOTAL VALUE TRANSMITTED.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.			
January..	9	98	11 9	5	39	0 4	1	10	0 0	4	21	1 0	6	111	6 5	5	21	0 0	7	61	17 0	8	127	0 0	3	45	18 0	14	103	12 3	..	.....	593	8 9	
February..	10	125	14 9	6	76	1 6	..	.....	4	42	4 9	3	13	5 0	1	20	0 0	8	47	0 0	1	7	9 0	..	.....	22	160	1 0	..	.....	537	14 0			
March ..	9	99	14 11	3	28	16 6	2	29	14 0	2	7	2 0	2	25	0 0	5	49	0 0	14	124	10 0	2	23	1 6	..	.....	10	104	10 6	..	.....	491	9 5		
April	18	126	1 5	6	82	18 11	..	.....	2	13	0 0	4	10	5 0	3	61	16 0	2	37	0 0	..	.....	..	.....	10	126	5 6	..	.....	602	6 10				
May	12	96	10 0	8	80	0 6	7	76	0 6	3	17	0 0	5	36	17 6	6	74	15 11	13	192	0 0	1	7	0 0	3	45	0 0	5	44	10 0	1	20	0 0	644	14 5	
June	9	75	9 4	..	.....	7	94	0 0	1	5	0 0	2	33	10 0	9	93	6 0	2	32	14 6	4	60	10 0	1	1	0 0	9	94	0 0	11	175	0 0	664	9 10	
	67	622	2 2	28	306	17 9	17	209	14 6	16	105	7 9	22	230	8 11	29	319	17 11	46	495	1 6	16	225	0 6	7	91	18 0	70	632	19 3	12	195	0 0	3,434	3 3	

Total Amount transmitted £ s. d.
 Total Number of Orders transmitted..... 330 0 0

22 August, 1861.

EDWD. CHAS. CRACKNELL,
 Superintendent of Telegraphs.

ELECTRIC TELEGRAPH.

ELECTRIC TELEGRAPH CHARGES.

(APPROVED SCALES OF.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

BETWEEN NEW SOUTH WALES STATIONS.

Table of telegraph charges between New South Wales stations. Columns include station names (e.g., Sydney, Parramatta, Liverpool) and charges in shillings and pence for various distances (e.g., 100 miles, 200 miles).

BETWEEN NEW SOUTH WALES AND VICTORIAN STATIONS.

Table of telegraph charges between New South Wales and Victorian stations. Columns include station names (e.g., Melbourne, Sandridge, Geelong) and charges in shillings and pence for various distances.

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY BETWEEN LIVERPOOL
AND CAMPBELLTOWN.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 3 September, 1861.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated 27 March, 1861, That there be laid upon the Table of this House,—

“ (1.) A Return of all sums of Money voted for and expended upon the original construction of the line of Railway between Liverpool and Campbelltown, stating separately the Money expended in strengthening the original Bridges before the late Floods.

“ (2.) A Return shewing the Money expended in repairing or altering the above line of Railway, in consequence of the late Floods; setting forth the various amounts paid and owing to Contractors, with their respective names, as well as any other expenditure on the above account by the employés of the Railway Department; together with the estimated amounts, under their respective heads, for repairs, alterations, or additions, proposed or necessary, yet to be done, including those referred to in the *Gazette* of the 8th instant, page 600.”

(*Mr. Lucas.*)

RAILWAY BETWEEN LIVERPOOL AND CAMPBELLTOWN.

CAMPBELLTOWN EXTENSION.

	AMOUNT PAID.			AMOUNT OWING.			TOTAL.		
	£	s.	d.	£	s.	d.	£	s.	d.
<i>Amount voted, £138,000.</i>									
Amounts expended for constructing Works	84,362	4	3	.....	.....	.....	.....	.....	.....
Additions to Bridges.....	498	15	6	.....	.....	.....	.....	.....	.....
							84,860	19	9
<i>Flood Repairs.</i>									
Mr. Gibbons	10,840	5	3	1,050	0	0	.....	.....	.....
„ Brian	34	10	0	.....	.....	.....	.....	.....	.....
„ Hudson	1,910	15	5	2,950	0	0	.....	.....	.....
„ Faviell .....	.....	.....	.....	2,650	0	0	.....	.....	.....
Wages, &c.....	2,969	8	10	.....	.....	.....	.....	.....	.....
Sleepers .....	.....	.....	.....	150	0	0	.....	.....	.....
Land .....	.....	.....	.....	25	0	0	.....	.....	.....
							15,754	19	6
							6,825	0	0
							22,579	19	6
							107,440	19	3
Deduct for timber of temporary Bridges, available for other Works ..							650	0	0
							106,790	19	3
Total Cost of Campbelltown Line, including Flood Repairs, £8,900 per mile.									

JOHN WHITTON.

Sydney: Thomas Richards, Government Printer.—1861.

[Price, 1d.]

1861.

NEW SOUTH WALES.

RAILWAY EXTENSION.

(REPORT FROM ENGINEER-IN-CHIEF FOR RAILWAYS.)

Presented to both Houses of Parliament, by Command.

ENGINEER-IN-CHIEF to SECRETARY FOR PUBLIC WORKS.

*Railway Department, Engineer's Office,
Sydney, 31 July, 1861.*

SIR,

In compliance with your instructions I have prepared, and have now the honor to submit, the following Report on the cost of constructing cheap Locomotive Lines of Railway between Picton and Goulburn in the south, and Penrith and Bathurst in the west; the cost of haulage on the Western Line over the gradients proposed for the Railway, if horse power be used, as compared with the cost of haulage on the same gradients by steam power; and the cost of haulage by horse power over a tramway laid on the surface of the existing main road between Penrith and Bathurst.

The letters from His Excellency Sir John Young, and Captain Ward, R.E., forwarded to me in Minute Paper, dated 4th June last, on the subject of Railways, have received my most careful consideration.

In making a comparison of the cost of lines to be worked by locomotive engines and by horse power, I propose to limit the gradients to 1 in 30 in place of 1 in 20 as suggested by Captain Ward.* My reasons for making this alteration are that I had already prepared an estimate for a locomotive line between Picton and Goulburn with gradients not steeper than 1 in 30, as the general formation of the country through which the proposed line is to be carried does not require the adoption of a steeper gradient.

Assuming, therefore, that the steepest gradient on both lines is 1 in 30, it follows that the cost of construction for earthwork will be the same on either line, unless a different gauge be used for the line to be worked by horses, or unless the formation width be reduced. The gauge of the existing locomotive lines is 4' 8½", and I would not recommend a narrower gauge to be used for the horse railways.

If then the gauges remain the same, the only reduction which could be made in the cost of earthwork would be by reducing the width allowed for drainage. The proposed Railways to be worked by locomotive engines are to have a formation width of 18 feet, thus leaving for the slope of the ballast and for drainage, 6 feet 6 inches on either side of the rails. The width of the ballast being 13 feet, 2 feet 6 inches each only is allowed for side drains.

As efficient drainage is of the utmost importance for the economical maintenance of any road, I do not consider that a less width than 18 feet for cuttings can be adopted. The gradients, therefore, and the formation width being the same in both cases, there can be no difference in the first cost of construction so far as applies to the earthwork.

The only other items connected with the construction of the works are culverts, and bridges, and as these must be sufficiently strong to resist the floods, the same expense must be incurred whether required for horse railways or locomotive lines.

The line proposed for the Southern Railway commences at the end of the extension from Campbelltown to Picton, now in course of construction, crosses Stone Quarry Creek, and intersects the Southern Road, a short distance south of Lower Picton; thence through the Redbank Range by a short tunnel to the westward of the Government Village of Redbank, ascends to the tableland between Redbank and Myrtle Creek on the east, and the lagoons and Cedar Creek on the west. The range dividing the Bargo River tributaries from those of the Nattai River and chain of lagoons is then followed to a point 14 miles from Picton, where the line passes through this range to the westward by a short tunnel, and, after crossing several of the tributaries of the Bargo River, and passing near to the Prince Albert Inn, crosses the Southern Road, where it is intersected by the Nattai Creek; thence to the eastward of the Fitzroy Iron Mines, crossing the Mittagong Range at Gibraltar Gap by a tunnel 550 yards in length, is continued through the Wingecarribee Estate, crossing the Wingecarribee River about 2 miles west of Bong Bong. From this point the line passes to the eastward of Gillinambullam Range, crossing the old Southern Road, where it is intersected by White's Creek; thence passing to the eastward of Sutton Forest and the western foot of Mount Broughton, rises gradually to the summit of Paddy's River Range, near Pine Lodge, the residence of A. Badgery, Esq. The range dividing the tributaries of the Shoalhaven River from the sources of Paddy's River is then followed to the old Southern Road, about a mile and a half south of Paddy's River; thence passing Bomballa Swamp it follows generally the course of Barber's Creek to near Glen Rock, crossing the Southern Road about two miles north of Marulan, and passing Lockyer's Leigh, crosses Narrumbulla Creek and the Wollondilly River; thence skirting the spurs of the Cookbundoon Ranges (above flood level) it reaches a point about a mile distant from and to the westward of Towrang, where the Wollondilly is again crossed, the valley of which river is then followed generally to Goulburn.

On the proposed locomotive line there are three tunnels, of an aggregate length of 925 yards; one through Redbank Range, one in Bargo Brush, and one through the Mittagong Range.

The following is an estimate of the cost of constructing the line of Railway, just described, from Picton to Goulburn, to be worked by locomotive engines, with a maximum gradient of 1 in 30. Length, 81 miles.

	£	s.	d.
Earthwork	179,791	0	0
Masonry in bridges and culverts	68,907	0	0
Timber framing	27,479	0	0
Tunnels	59,000	0	0
Permanent way	243,000	0	0
Stations	10,000	0	0
Wrought-iron girders for bridge over the Wollondilly River	9,600	0	0
Side drains	14,256	0	0
Fencing	24,300	0	0
	636,333	0	0
Add for level crossings, station arrangements, and contingencies.	52,167	0	0
	£688,500	0	0

Or at the rate of £8,500 per mile.

The earthwork, bridges, culverts, &c., being the same, whether the line be worked by horses or by locomotive engines, the only difference in cost of construction will be in the permanent way, the details of which, for both systems, are as under:—

LOCOMOTIVE RAILWAY.

Estimate of cost of constructing one mile of Permanent Way—Single Line:—

	tons	c.	q.	lbs.	£	s.	d.
Rails, 68 lbs. @ yard	106	17	0	16			
Fish-plates	4	6	1	20			
Carried forward	111	3	2	8	1,334	2	10

13

Brought

RAILWAY EXTENSION.

Brought forward	...	...	111	3	2	8	1,334	2	10
Fish-bolts and nuts	...	...	0	19	2	7			
Fang-bolts, plates, and nuts	...	...	1	19	0	12			
Iron screws	...	...	0	19	2	7			
			3	18	0	26	78	4	8
1,760 transverse sleepers	...	...					176	0	0
1,760 yards of permanent way laid and ballasted, complete	...	...					1,408	0	0
							£2,996	7	6
Say £3,000 per mile.									

HORSE TRACTION RAILWAY.

Estimate of cost of constructing one mile of Permanent Way—Single Line:—

	tons	c.	q.	lbs.	£	s.	d.
Rails, 40 lbs. $\frac{3}{4}$ yard	62	17	0	16	754	5	8
Joint-plates and dog-headed spikes	2	14	3	21	38	9	1
587 transverse sleepers					58	14	0
10,560 feet lineal longitudinal sleepers, 12 x 6...					528	0	0
116 cubic yards stone pitching					23	4	0
1,760 ,, broken stone ballast					528	0	0
1,760 yards laying of permanent way					220	0	0
500 cubic yards bluestone metalling, for horse track					375	0	0
					£2,525	12	9

Say £2,500 per Mile.

Whether locomotive power or horse traction be adopted, the estimates I have given are for permanent ways of the description I would recommend, as no cheaper roads, in my opinion, could be advantageously laid down and satisfactorily worked.

The cost of the permanent way being £500 per mile in favor of horse traction, the estimate for a line from Picton to Goulburn, to be worked by horses, would be as follows:—

Earthwork	£179,791
Masonry in bridges, culverts, &c.	68,907
Timber framing	27,499
Tunnels...	59,000
Permanent way, 81 miles, at £2,500	202,500
Stations...	10,000
Wrought-iron girders over the Wollondilly River	9,300
Side drains	14,256
Fencing ..	24,300
	595,853
Add contingencies and level crossings	52,167
	£648,020

Say £8,000 per mile.

The total difference, therefore, in cost of construction of the two lines is £40,500 in favor of the horse traction system.

The section from which the estimates have been made for the proposed Railway has been taken through a line of country selected with the greatest care, and will not, I believe, admit of any great improvement.

The

The amount, therefore, of £300,000 or £3,703 per mile, as suggested in the papers referred to me, is totally inadequate, in my opinion, to construct any description of Railway which can be serviceable to the Colony.

The estimate of £3,000 a mile, which has been named as sufficient to construct a Tramway on the gradients of the existing roads, can have been intended only to include the laying down of a permanent way, with a metalled track for the horses, and an allowance of £500 per mile for construction of earthworks, bridges, &c. This, however, must be a mere guess, as no information has ever been obtained from which a reliable estimate could be made.

I regret that the section of the main road from Picton to Goulburn is not finished, so that I might have been able to institute a comparison of the gradients on the road, and those proposed for the Railway; but I am in a position to do so with reference to the Western Road from Penrith to Bathurst.

I may here state that it is not my intention to adopt for the Western Railway a steeper gradient than 1 in 30, the same as the maximum for the Southern Line.

The Western Line of Railway is proposed to be carried on from the termination of the existing contract with Sir S. M. Peto and Co., at Penrith, across the River Nepean, north of the site of the present ferry, to the Township of Emu; thence ascending by a spur or inferior range, the line intersects the Western Road 330 feet above the level of Emu Plains, and crosses Knapsack Gully at a considerable elevation (410 feet above Emu Plains) reaching the summit of Lapstone Hill, near the Old Pilgrim Inn, on the Western Road. The main range, which divides the tributaries of the Nepean and the Cox from those of the Grose River, is then followed to near Shepherd's Toll-bar (Mount Victoria); at which point the line diverges to the north along Darling's Causeway; which divides the waters of the River Lett from the sources of the Grose River to Bell's line of road, or the range dividing the River Lett and River Grose tributaries from those of the River Colo. This range is then followed to Dargan's Creek, at which point the line diverges in a westerly direction, and crossing the range between Dargan's Creek and Brown's River, reaches Lithgow's Valley by descending one of the tributaries of Brown's River. This valley is then followed to a point on the Mudgee Road, near Coerwul, where Brown's River intersects it; thence crossing the range between Brown's River and the Middle River, the line continues through a level country to the Middle River Range, which is crossed with a short tunnel (143 yards); thence passing Wallerawang or Piper's Flat, to the north, it crosses Cox's River, and follows the Horse Gully to the lowest point in the main dividing range, between the eastern and western waters, a short distance north of the Township of Rydall. From this point the line crosses the Western Road, and follows generally the course of Solitary Creek to within half a mile of its confluence with the Fish River; thence running round the foot of Tarana Mountain, and crossing an undulating country, it reaches Dirty Swamp, Tyndale's Hollow, and Bathurst Plains, terminating near to the Denison Bridge, at Bathurst.

The following is the estimated cost of the line just described:—

							(Total length, 111 miles.)		
							£	s.	d.
Earthwork	...	...	...	...	...	...	412,141	0	0
Masonry in culverts	...	..	...	...	...	...	43,153	0	0
Timber framing...	...	...	...	...	...	...	41,786	0	0
Wrought iron in viaducts and masonry to piers	...	...	...	...	...	...	100,000	0	0
Tunnelling (143 yards)	...	...	...	...	...	...	5,720	0	0
Permanent way	...	...	...	...	...	...	333,000	0	0
Fencing (at £300 a mile)	...	...	...	...	...	...	33,300	0	0
Side drains	...	...	..	...	...	...	19,536	0	0
Stations	...	...	...	...	...	...	10,000	0	0
							<hr/>		
Contingencies, including station arrangements, road and creek diversions, and level crossings							111,364	0	0
							<hr/>		
							£	1,110,000	0 0

Or at the rate of £10,000 per mile.

If

If Tramways be laid on the present surface of the Western Road, between Penrith and Bathurst, the total elevation over which the traffic will have to be carried is 9,491 feet, which, as compared with the ascent on the proposed Railway of 7,344 feet, shews a difference in favor of the line selected for the Railway of 2,147 feet; consequently all traffic now passing over this Road has to be lifted 2,147 feet higher than necessary.

I append tables of gradients on the Western Road, and on the proposed Southern and Western Railways; from which it will be seen that on the Western Road there are inclines of 1 in 7, 1 in 8, and 1 in 9; and gradients from 1 in 10 to 1 in 15 frequently occur throughout the whole length of the road. The total ascent from Emu Plains to the top of Lapstone Hill is 680 feet, in a distance of 17,910 feet, or a general gradient of 1 in 26; but on portions of this incline there are gradients of 1 in 8, 1 in 10, 1 in 11, 1 in 13, 1 in 14, 1 in 15, and 1 in 16.

At 42 miles from Penrith the following gradients occur on the Main Western Road. The total descent in a length of 9,706 feet, is 820 feet, composed of gradients of 1 in 6 for 80 feet, 1 in 7 for 460 feet, 1 in 8 for 1,260 feet, 1 in 9 for 960 feet, 1 in 11 for 1,020 feet, and 1 in 12 for 2,350 feet; and there are others of 1 in 13, 1 in 15, and 1 in 16.

At 48 miles from Penrith, in a distance of 9,305 feet, there is a total ascent of 657 feet, composed of gradients of 1 in 8 for 520 feet, 1 in 9 for 200 feet, 1 in 10 for 655 feet, 1 in 11 for 2,130 feet, followed by gradients of 1 in 12, 1 in 14, and 1 in 15. At 62 miles from Penrith, in a length of 15,092 feet, there is a total rise of 949 feet, portions of which are 1 in 8, 1 in 9, 1 in 10, 1 in 11, and 1 in 12. The tables of gradients on the Western Road shew, in addition to the length, the rise and the fall of each ascent and descent, the number of horses required to convey, at the rate of 3 miles an hour, a load of 80 tons over each ascent, and also the tractive force in pounds, required on each ascent, to overcome gravitation and friction. This load of 80 tons has been taken for the road, in order to make a comparison between the cost of locomotive and horse traction, as the engines I propose to use on the Railway will be of sufficient power to take 80 tons, at the rate of 12 miles an hour, over the maximum gradient.

In calculating the tractive force required to overcome the different inclines on the Western Road, no allowance has been made for increased friction on curves, which are frequent; and in some instances only 40 feet radius. On reference to the tables of gradients it will be seen, that, with a load of 80 tons, supposing the friction to be reduced to the minimum of 8 lbs. per ton, 184 horses will be required to overcome the steepest gradient of 1 in 8; and although this number of horses will not be necessary throughout the whole distance, on each stage, still, as gradients of 1 in 8 are of frequent occurrence, the required force must be provided when such gradients are met with.

The effective tractive power of a horse may be taken on the level as under:—

	At 2 Miles an hour, 176 lbs.	
	" 2½ " "	150 "
	" 3 " "	125 "
	" 3½ " "	104 "
	" 4 " "	83 "
	" 4½ " "	62½ "
	" 5 " "	41½ "

Although this is the tractive force which a horse is supposed to exert on the level, this force rapidly diminishes with increase of inclination. A horse will doubtless exert for a short time a power equal to 420 lbs., but his useful effective power, day by day, has been ascertained to be not greater than that stated above.

On the main road (down line) between Penrith and Bathurst, the total length of ascents is 261,103 feet; the total length on the level, 10,088 feet; and the length of descents, 207,920 feet.

Over the same road, on the up line (Bathurst to Penrith), the total length of ascents is 207,920 feet; the total length on the level is 10,088 feet; and the length of descents, 261,103 feet, or about 50 miles. It, therefore, appears that, although on the down line there are 39 miles of descending gradients, and on the up line 50 miles of descending gradients, yet no advantage can be taken of these if the line be worked by horse power; as,

in

in consequence of the intervening ascending gradients, which occur in rapid succession, the number of horses required to overcome the maximum ascent must travel with the load throughout the whole journey, and the same cost of working must be incurred as if no such favorable conditions existed. Nor can any great advantage be taken of the momentum which might be acquired on the descending gradients to relieve the tractive force required on the ascending ones, as any great increase of speed would be attended with so much danger as practically to exclude its adoption. Brakes will be required throughout the entire journey, sufficiently powerful to overcome gravitation (minus friction), on the steepest decline, and although the motive animal power travelling with the load would be more than sufficient for this purpose, it cannot be made available, and mechanical means have to be resorted to.

LOCOMOTIVE POWER.

On reference to the tables of gradients for the Western Railway, it will be found that, on the down line from Penrith to Bathurst, the total length of ascending gradients is 270,195 feet, or about 51 miles; the total length on the level 60,490 feet, or about 12 miles; and the total length of descending gradients 245,375 feet, or about 46 miles. On the up line, from Bathurst to Penrith, the total length of ascending gradients is 245,375 feet; the total length on the level 60,490 feet; and the total length of descending gradients 270,195 feet, or about 51 miles. It is, therefore, apparent that on the down line the tractive power of the engine would be required to overcome gravitation and friction only for 51 miles, and to overcome friction only for 12 miles, the remaining 46 miles being worked almost entirely by gravitation.

On the up line, Bathurst to Penrith, the tractive power of the engine would be required to overcome the resistance due to gravity and friction only on 46 miles, and to friction only for 12 miles, the remaining 51 miles being worked almost entirely by gravitation. It will therefore be seen, that out of a total distance of 220 miles (up and down traffic) the full power of the engine will be required only on 122 miles, and that for the remaining 97 miles little or no motive power will be necessary.

The line has been laid out on a system of undulating gradients, by which a considerable saving will be effected on the descending gradients, as the momentum acquired on the descents will decrease the power otherwise necessary to overcome the ascents.

HORSE TRACTION.

It has been assumed that 24 miles a day is the most effective journey for a horse, under the conditions previously mentioned; and on this assumption I have divided the Western Road, commencing at Penrith, into stages of 12 miles each, the horses to work two trips.

Stage No.	Maximum Gradients.	No. of Horses required.
1.	$\frac{1}{8}, \frac{1}{10}, \frac{1}{11}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}$	184
2.	$\frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}$	184
3.	$\frac{1}{9}, \frac{1}{10}, \frac{1}{12}, \frac{1}{13}, \frac{1}{15}, \frac{1}{18}$	166
4.	$\frac{1}{6}, \frac{1}{7}, \frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}$	184
5.	$\frac{1}{7}, \frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}$	184
6.	$\frac{1}{7}, \frac{1}{8}, \frac{1}{9}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{13}, \frac{1}{14}, \frac{1}{15}$	184
7.	$\frac{1}{8}, \frac{1}{10}, \frac{1}{11}, \frac{1}{12}, \frac{1}{14}, \frac{1}{15}$	184
8.	6 miles only $\frac{1}{18}, \frac{1}{22}, \frac{1}{30}$, performing 4 journeys	43
Total number of horses required ...		1,313

The following is an estimate of the cost of hauling 160 tons (80 tons each way), by horse traction, between Penrith and Bathurst, assuming that a Railway be laid upon the existing road, length say 90 miles:—

Forage for 1,313 horses, at £40 per annum	...	...	...	£52,520	0	0
Horse-keepers (164), at £104	..	..	..	17,056	0	0
Drivers (220), at £130	..	..	..	28,600	0	0
Brakesmen (220), at £130	..	..	..	28,600	0	0
Horse-shoeing and farriery, at £7 each	...	...	...	9,191	0	0
Repairing permanent way, at £130 per mile	...	...	...	11,700	0	0
Maintenance of horse track, £450 per mile	...	...	...	40,500	0	0
Repairs to harness, 1,313 horses, at £2 each	...	...	...	2,626	0	0
				£190,793	0	0

Assuming

Assuming that 80 tons be delivered in Bathurst, and 80 tons in Penrith each day, the total quantity conveyed per annum would be 50,080 tons, at a total cost of £190,793, being at the rate of £3 16s. 2d. per ton from Penrith to Bathurst, or at the rate of 10d. per ton per mile. For the purpose of shewing the decrease in cost of haulage by adopting better gradients, I give below an estimate of the cost of hauling 80 tons, as in the former case, over the gradients proposed for the Railway, the maximum being 1 in 30. The total length of line is 111 miles, and is divided, as in the former estimate, into stages of 12 miles each. On 9 stages the number of horses required on each stage is 54, and on the 10th stage, 3 miles in length, 7 horses only are required. The total number of horses therefore is 493.

Forage for horses, at £40 per annum	...	...	...	£19,720	0	0
Horsekeepers (62), at £104	„	...	...	6,448	0	0
Drivers (82), at £130	„	...	...	10,650	0	0
Brakesmen (82), at £130	„	...	...	10,660	0	0
Horse-shoeing and farriery, £7 each	...	...	...	3,451	0	0
Repairing permanent way at £130 per mile	...	...	...	14,430	0	0
Maintenance of horse track, £150 per mile	...	...	...	16,650	0	0
Repairs to harness for horses, at £2 each	...	...	...	986	0	0
				<u>£83,005</u>	<u>0</u>	<u>0</u>

The stages being the same as on the existing road, and the mileage greater, the time occupied on the journey from Penrith to Bathurst, at 3 miles an hour, would be 3 days, 37 miles each day. The total tonnage per annum being 50,080 tons, and the cost £83,005, the cost per ton would be £1 13s. 2d., or at the rate of 3½d. per ton per mile.

LOCOMOTIVE ENGINE POWER—COST OF WORKING.

The proposed line to Bathurst is 111 miles in length, with a maximum gradient of 1 in 30; the speed for goods trains is taken at 12 miles an hour, including stoppages, and the load carried is to be 80 tons each way per day.

Cost of haulage for single journey, including fuel	£	s.	d.	£	s.	d.
(coal), oil, tallow, waste, enginemen, firemen, and						
repairs to engines, and water and pumping	...	11	3	7		
					2	
Cost of double journey, or 222 miles	...	...	22	7	2	
Permanent way, two men to a mile	...	...	88	16	0	
Working days per annum	...	...	313	×	111	3
Four guards, two to each train, at 12s. each per day,						
per annum	...	...			751	4
					<u>£35,543</u>	<u>15</u>
						<u>2</u>

Two engines making one trip per day, or 111 miles each, would convey 160 tons per day, or 50,080 tons per annum; and the total cost of working being £35,543 15s. 2d., the cost per ton would be 14s. 2d., or at the rate of 1½d. per ton per mile.

By referring to the estimate for conveying 50,080 tons per annum a distance of 90 miles, by horse traction, at the rate of 3 miles an hour, on a railway laid down on the existing road, it will be found that the cost per ton is £3 16s. 2d., or 10d. per ton per mile.

That to convey 50,080 tons per annum a distance of 111 miles, by horse traction, at the rate of 3 miles an hour, over the gradients proposed for the Railway, the cost per ton would be £1 13s. 2d., or 3½d. per ton per mile.

And that to convey 50,080 tons per annum a distance of 111 miles, by locomotive engines, at a speed of 12 miles an hour, on the gradients proposed for the Railway between Penrith and Bathurst, the cost per ton would be 14s. 2d., or at the rate of 1½d. per ton per mile.

This

This amount of $1\frac{1}{2}$ d. per ton per mile is the actual cost for working; but the rate per ton per mile to be charged for haulage should be sufficient to defray the cost of working, and provide for the interest, on the amount expended in the construction of the Railway, and in the purchase of rolling-stock.

Assuming the traffic between Penrith and Bathurst to be 50,000 tons each way per annum, the total cost for haulage over tramways, laid on the existing road, would be £380,833 6 8

The same amount of traffic, if taken by horse traction over the gradients proposed for the Railway, would cost for haulage 165,833 6 8

And if hauled by steam power over the gradients proposed for the Railway, the cost would be 70,833 6 8

Shewing that, by the adoption of the gradients proposed for the Railway, a saving would be effected annually of £215,000 on the haulage of 100,000 tons between Penrith and Bathurst, horse traction being used in both cases.

If steam power be used on the proposed Railway the saving per annum, as compared with the cost for haulage over the gradients on the existing road, would be £310,000, and, as compared with horse traction over the same gradients, the saving would be £95,000.

The estimate for the cost of construction of the line is	...	£1,110,000	0	0
Cost for rolling stock for the traffic stated above	... ..	20,000	0	0
Total	... ..	£1,130,000	0	0

In the absence of any reliable statistics as to the traffic on the Western Road, I will assume that the tonnage is 80 tons each way per day, or 50,080 tons per annum, for up and down traffic; and if the charge for the transport of goods by steam power be taken at sixpence per ton per mile, the total receipts would be £138,972 0 0

Working charges, including locomotive power, maintenance of permanent way, and wages of station clerks, and porters... 46,324 0 0

Nett receipts... .. £92,648 0 0

Interest, at the rate of 5 per cent., on the total expenditure of £1,130,000 (*exclusive of land*) 56,500 0 0

Leaving... .. £36,148 0 0

to provide for renewals of way and works.

In the above estimate of receipts, passenger traffic has been entirely omitted, nor has any amount been included for the conveyance of the mails, or of horses, carriages, sheep, or cattle. After excluding these sources of revenue it will be seen from the above statement that a goods traffic, even considerably less than that assumed, would justify the expenditure proposed for the construction of this line.

I may add, that the sections of the lines to Bathurst and Goulburn, from which these estimates have been made, were those originally taken; they were abandoned, however, for more direct lines, with better gradients and works of a more costly and permanent character; but, as it has been stated that the resources of the Colony would not justify so large an expenditure, I have reverted to the sections originally taken by me, and prepared estimates for the construction of lines of a less costly description, involving steeper gradients and increased length. Irrespective of the cost of working the maximum gradients, such as $\frac{1}{8}$, $\frac{1}{6}$, &c., which are of frequent occurrence on the main roads of the Colony, I doubt if such inclines could be worked with safety, if the friction be reduced by the substitution of iron rails.

A considerable diversity of opinion no doubt exists as to the power which a horse will exert on inclines, such as are met with on the Western Road; but, assuming that his power

has

has been much underrated, still, as estimates have been made for haulage over the gradients on the existing road, and also over the gradients proposed for the Railway—and as in the former case 1,313 horses are required, and in the latter only 479, to perform the same work—it follows, that whatever may be the average power of a horse, his useful effective force is nearly three times greater on the gradients proposed for the Railway, than on those on the existing road; or it may be seen, on reference to the Tables, that less than one-third the number of horses are required to perform the same amount of work when the gradients are 1 in 30, than would be necessary if the gradients were 1 in 8.

In estimating the cost of haulage by horse traction, no allowance has been made for the number of horses which must be kept to replace those unable to work from sickness or accident; and from information furnished by Messrs. Crane & Roberts, the present mail contractors on the Southern and Western Roads, it appears that an increase of 25 per cent. would have to be provided to meet such contingencies; and that on the Southern Road the entire stock of horses has to be renewed every two years. If it be the case, that one-half the number of horses must be replaced every year, a considerable additional sum should have been charged upon the Estimates for the cost of horse traction.

Having carefully considered the advantages and disadvantages of the two systems, and the great reduction which can be made in the cost of working, by the adoption of better gradients than those on the existing roads, I have no hesitation in recommending that the lines described by me to the south, and to the west, as well as the proposed extension to the north, be constructed, and that they be worked throughout by steam power.

The result to the Colony would be greater expedition in means of transport, greater economy, greater comfort and regularity, and above all, greater safety, than by any other system of locomotion.

I have, &c.,

JOHN WHITTON.

APPENDIX.

A.

EXTRACT from Letter, dated 20 May, 1861, addressed to His Excellency Sir John Young, by Captain Ward, Royal Engineers.

“ Mark out a line from Campbelltown to Goulburn (a distance of 80 miles), that shall not cost in constructing more than £300,000, the same to be adapted for carrying a locomotive engine of 13 tons weight, including water. Gradients not to be steeper than 1 in 20, nor the curves sharper than 200 yards radius, except in positions where it may appear more economical to surmount slopes by horse-traction, or stationary engines, or by zig zags.”

B.

NEW SOUTH WALES.

GREAT WESTERN ROAD. TABLES OF GRADIENTS. PENRITH TO BATHURST.

NOTES.—In the column headed "No. of Horses" is shewn the number of horses required to haul 80 tons over the maximum gradient at the rate of 3 miles per hour. The figures in the column headed "Tractive Force in Pounds" shew the tractive force in pounds required to overcome gravitation and friction on each gradient for 80 tons. Friction taken at 10 pounds per ton in all cases. These Tables are compiled from Sections of the Western Road taken by the Royal Engineers, under the direction of Captain Hawkins, R.E. The dimensions are given in feet.

NAME OF PLACE.	LENGTH.	GRADI- ENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.	
Emu Plains.	Miles. 1	16	21	..	330	96	12,000	1
		1,240	4	..	4,960	..	944	25	..	5,290	..	....
		512	..	4	2,050	..	1,150	..	4	....	..	2,050
		150	4	..	600	..	1,995	..	..	..	..	..
		71	20	..	1,430	..	3,324	..	..	..	..	..
		43	15	..	650	..	4,967	..	..	..	..	..
		26	41	..	1,080	..	7,692	..	..	..	..	..
		14	68	..	950	..	13,600	..	..	..	..	..
		11	55	..	600	..	17,091	..	..	..	..	..
		13	15	..	198	..	14,585	..	..	..	..	..
Lapstone Hill.	2	8	12	..	100	186	23,200	..	..	..	..	..
		13	59	..	770	..	14,585	..	..	..	..	..
		10	173	..	1,730	..	18,720	..	..	..	..	..
		15	10	..	150	..	12,746	..	..	..	..	..
		31	5	..	157	..	6,582	..	..	..	..	..
		223	3	..	670	..	1,603	..	..	..	..	..
		33	4	..	132	..	6,230	..	..	..	..	..
		103	11	..	1,134	..	2,539	..	..	..	..	..
		50	6	..	300	..	4,384	..	..	..	..	..
		39	12	..	471	..	5,395	..	..	..	..	..
Old Pilgrim Inn.	3	64	12	..	775	..	3,600	..	..	..	..	..
		34	7	..	240	..	6,070	..	..	..	..	..
		27	16	..	430	..	7,437	..	..	..	..	..
		64	11	..	700	..	3,600	..	..	..	..	..
		37	18	..	670	..	5,643	..	..	..	..	..
		27	31	..	830	..	7,437	..	..	..	..	..
		24	13	..	313	..	8,267	..	..	..	..	..
		16	16	..	260	..	12,000	..	..	..	..	..
		21	31	..	660	..	9,333	..	..	..	..	..
		267	3	..	800	..	1,471	..	..	..	..	..
Old Pilgrim Inn.	4	76	5	..	380	..	3,153	..	..	..	..	..
		182	4	..	730	..	1,785	680	..	17,910	..	..
		112	..	4	450	..	2,400	..	4	....	..	450
		70	8	..	560	..	3,360	..	..	..	..	..
		33	17	..	565	..	6,230	..	..	..	..	..
		91	3	..	275	..	2,769	..	..	..	..	..
		33	12	..	400	..	6,230	..	..	..	..	..
		22	18	..	400	71	8,945	..	..	..	..	..
		72	3	..	215	..	3,289	61	..	2,415	..	..
		143	..	4	573	..	2,053	..	4	....	..	573
Old Pilgrim Inn.	5	43	18	..	770	..	4,967	18	..	770	..	..
		43	..	6	260	..	4,967	..	6	....	..	260
		58	6	..	350	..	3,890	..	..	..	..	..
		25	16	..	400	..	7,968	22	..	750	..	..
		152	..	7	1,065	..	1,979	..	7	....	..	1,065
		133	3	..	400	..	2,147	..	..	..	..	..
		80	4	..	323	..	3,040	..	..	..	..	..
		54	11	..	600	..	4,118	..	..	..	..	..
		24	15	..	356	..	8,267	..	..	..	..	..
		32	28	..	896	..	6,400	..	..	..	..	..
Old Pilgrim Inn.	6	23	46	..	1,050	68	8,591	107	..	3,625	..	..
		87	..	4	350	..	2,860	..	..	..	..	..
		16	..	25	400	96	12,000	..	..	..	..	..
		24	..	15	366	..	8,267	..	44	....	..	1,116
		27	..	..	346	..	7,437	..	..	..	..	..
		42	8	..	336	..	5,067	20	..	682	..	..
		43	..	8	346	..	4,967	..	8	....	..	346
		23	29	..	660	68	8,591	..	..	1,260	..	..
		30	20	..	600	..	6,773	49	..	..	..	..
		47	..	18	850	..	4,612	..	18	....	..	850
Old Pilgrim Inn.	7	48	11	..	530	..	4,533	..	..	..	..	..
		53	3	..	160	..	4,181	14	..	690	..	..
		75	..	4	300	..	3,189	..	4	....	..	300
		80	2	..	160	..	3,040	..	..	..	..	..
		19	62	..	1,180	82	10,231	64	..	1,340	..	..
		282	..	2	565	..	1,435	..	2	....	..	565
		32	20	..	650	..	6,400	..	..	..	..	..
		117	4	..	467	..	2,331	..	..	..	..	..
		44	8	..	350	..	4,873	32	..	1,467	..	..
		370	..	2	740	..	1,284	..	2	....	..	740
Old Pilgrim Inn.	8	57	23	..	1,320	..	3,944	..	..	..	..
		60	7	..	420	..	3,787	..	..	..	..

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.	
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.		
The Valley, or Wel- come Inn.	Miles.	99	4	..	395	..	2,616						1	
		43	7	..	300	..	4,967							
		60	5	..	300	..	3,787							
		105	2	..	210	..	2,506							
		27	4	..	110	..	7,437							
		19	21	..	396	..	10,231							
		21	29	..	620	..	9,333							
		33	19	..	620	..	6,230							
		24	17	..	410	..	8,267							
		25	15	..	380	..	7,968							
		45	9	..	410	..	4,782							
	Springwood.		38	8	..	305	..	5,515	170	..	6,196			
			322	..	3	965	..	1,356						
			63	..	10	630	..	3,644		13		1,595
			155	2	..	310	..	1,956						
		37	18	..	665	..	5,643							
		74	6	..	445	..	3,221							
		26	19	..	498	..	7,692							
		32	13	..	420	..	6,400							
		18	12	..	220	86	10,755							
		34	15	..	510	..	6,070	85	..	3,068				
		Level	..	..	305	..	800		..	....	305	
		55	18	..	1,000	..	4,053							
		17	16	..	280	91	11,341							
		33	42	..	1,385	..	6,230							
11			18	17	..	300	..	10,755						
		29	45	..	1,320	..	6,979	138	..	4,285				
		200	..	1	200	..	1,696							
		100	..	3	300	..	2,592							
		149	..	4	595	..	2,003		8	....	..	1,095
		34	10	..	350	..	6,070							
		48	9	..	430	..	4,533							
		29	10	..	290	..	6,979							
		560	1	..	560	..	1,120	30	..	1,630				
		90	..	5	450	..	2,791							
		132	..	5	660	..	2,157							
	12		84	..	10	843	..	2,933		
			375	..	2	750	..	1,278		..	22	2,703	
			Level	660	..	800		660		
			70	..	3	210	..	3,360		..	3	210	
		Level	..	..	285	..	800		..	....	285	
		24	5	..	120	..	8,267							
		12	46	..	550	126	15,733							
		18	14	..	250	..	10,755							
		22	8	..	180	..	8,945							
		20	21	..	430	..	9,760							
		28	14	..	400	..	7,200							
		180	1	..	180	..	1,795							
13			33	9	..	300	..	6,230						
			54	14	..	760	..	4,118						
			24	33	..	785	..	8,267						
		50	3	..	150	..	4,384							
		45	20	..	895	..	4,782							
		31	13	..	400	..	6,582							
		36	14	..	500	..	5,778							
		40	18	..	720	..	5,280							
		60	10	..	600	..	3,787							
		157	3	..	470	..	1,941							
		52	6	..	310	..	4,246							
	14		33	14	..	460	..	6,230						
			52	10	..	520	..	4,246						
			40	11	..	440	..	5,280	287	..	9,420			
			265	..	2	530	..	1,476						
		44	..	17	750	..	4,873		19	....	..	1,280
Seventeen Mile Hollow.			Level	340	..	800		340		
			26	44	..	1,145	..	7,692						
			17	53	..	909	91	11,341						
			28	8	..	225	..	7,200						
		15		31	19	..	600	..	6,583					
				60	7	..	420	..	3,787					
				22	24	..	520	..	8,945					
				34	16	..	550	..	6,070					
				123	2	..	246	..	2,257	173	..	4,615		
				44	..	7	310	..	4,873					
			90	..	5	450	..	2,791		12	760	
			Level	685	..	800		685		
			80	..	8	630	..	3,040						
	16			525	1	..	525	..	1,141	9	..	1,155		
				400	..	1	400	..	1,248		1	400
			Level	240	..	800		240		
			31	16	..	493	..	6,582						
			41	12	..	493	..	5,171						
			66	16	..	1,056	..	3,515						
		25	28	..	700	..	7,968							
		23	13	..	300	..	8,591							
		37	7	..	260	..	5,643							

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.	
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.		
King's Table-land.	23	Miles.	73	3	..	220	..	3,255	3	..	220	2
		56	..	7	..	390	..	4,000	..	7	390	
		220	1	220	..	1,615	
		32	8	260	..	6,400	
		16	51	825	96	12,000	
		19	24	450	..	10,231	
		9	62	563	166	20,711	
		13	32	420	117	14,585	
		20	16	320	..	9,760	
		12	41	490	126	15,733	
		60	8	480	..	3,787	
		83	3	250	..	2,959	
		90	2	180	..	2,791	
		47	3	140	..	4,612	251	..	4,598	
		19	..	20	..	385	..	10,231	..	20	385	
		Level	190	..	800	190	..	
		34	13	440	..	6,070	13	..	440	
		Level	195	..	800	195	..	
		37	..	8	..	295	..	5,643	
		30	..	17	..	515	..	6,773	
		18	..	13	..	240	86	10,755	..	38	1,050	
		40	10	400	..	5,280	
		27	3	80	..	7,437	13	..	480	
83	..	3	..	250	..	2,959	..	..	....	..	..
16	..	27	..	430	96	12,000	..	..	....	..	..
25	..	12	..	300	..	7,968	..	42	....	..	980	
40	7	..	..	280	..	5,280	7	..	230	..	..	
Level	..	..	..	125	..	800	..	..	....	125	..
16	..	13	..	215	96	12,000	..	..	....	..	..
100	..	2	..	200	..	2,592	..	15	....	..	415	
21	12	..	..	250	74	9,333	..	..	....	..	..
31	7	..	..	220	..	6,582	..	..	....	..	..
22	10	..	..	220	..	8,945	..	..	....	..	..
290	1	..	..	290	..	1,418	30	..	980	..	..	
23	..	5	..	115	..	8,591	..	..	....	..	..
18	..	16	..	290	86	10,755	..	..	....	..	..
72	..	2	..	145	..	3,289	..	23	....	..	550	
13	92	..	..	1,195	117	14,585	..	..	....	..	..
16	24	..	..	385	96	12,000	..	..	....	..	..
15	39	..	..	580	102	12,747	155	..	2,160	..	..	
Level	..	..	..	150	..	800	..	..	....	150	..
46	..	5	..	230	..	4,695	..	5	....	..	230	
Level	..	..	..	340	..	800	..	..	....	340	..
31	19	..	..	590	..	6,582	..	..	....	..	..
410	3	..	..	1,230	..	1,237	..	..	....	..	..
34	15	..	..	510	..	6,070	..	..	....	..	..
26	11	..	..	290	..	7,692	..	..	....	..	..
14	28	..	..	398	109	13,600	..	..	....	..	..
30	10	..	..	298	..	6,773	..	..	....	..	..
74	4	..	..	298	..	3,221	90	..	3,614	400	..	
Level	..	..	..	400	..	800	..	..	....	..	..
220	1	..	..	220	..	1,615	..	..	....	..	..
130	1	..	..	130	..	2,178	2	..	350	..	..	
11	..	10	..	110	137	17,091	..	..	....	..	995
30	..	8	..	240	..	6,773	..	..	....	..	..
230	..	1	..	230	..	1,579	..	19	....	580	..		
86	3	..	..	260	..	2,884	..	..	....	..	..
23	84	..	..	1,950	..	8,591	..	..	....	..	..
47	4	..	..	195	..	4,612	91	..	2,405	..	..	
24	..	16	..	390	..	8,267	..	..	....	..	..
42	..	7	..	295	..	5,067	..	..	....	..	..
22	..	9	..	200	..	8,945	..	..	....	..	..
110	..	1	..	110	..	2,429	..	33	....	..	995	
57	7	..	..	400	..	3,944	..	..	....	..	..
16	39	..	..	630	..	12,000	..	..	....	..	..
14	19	..	..	265	109	13,600	..	..	....	..	..
61	4	..	..	245	..	3,738	..	..	....	..	..
41	7	..	..	290	..	5,171	..	..	....	..	..
19	49	..	..	930	..	10,231	..	..	....	..	..
12	26	..	..	310	126	15,733	151	..	3,070	..	..	
12	..	24	..	290	126	15,733	..	..	....	..	..
30	..	13	..	395	..	6,773	..	..	....	..	..
65	..	3	..	195	..	3,557	..	40	....	..	880	
48	5	..	..	240	..	4,533	..	..	....	..	..
51	9	..	..	460	..	4,312	..	..	....	..	..
105	2	..	..	210	..	2,506	16	..	910	..	..	
130	..	2	..	260	..	2,178	..	..	....	..	..
40	..	4	..	160	..	5,280	..	..	....	..	..
57	..	3	..	170	..	3,944	..	9	....	..	590	
39	16	..	..	630	..	5,395	..	..	....	..	..
17	13	..	..	220	91	11,341	..	..	....	..	..
11	49	..	..	545	137	17,091	..	..	....	..	..
34	12	..	..	410	..	6,070	..	..	....	..	..
105	2	..	..	210	..	2,506	..	..	....	..	..
36	14	..	..	510	..	5,778	..	..	....	..	..
22	13	..	..	290	..	8,945	..	..	....	..	..

GREAT WESTERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADI- ENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.	
Pulpit Hill.	Miles.	38	5	..	190	..	5,515	124	..	3,005	..	..	3
		45	..	4	180	..	4,782	..	4	..	..	180	
		Level	..	..	160	..	800	..	..	..	160	..	
		52	..	4	210	..	4,246	..	..	..	..	..
		41	..	12	495	..	5,171	..	..	..	..	..
		36	..	7	250	..	5,778	..	23	..	..	955	
		Level	..	..	90	..	800	..	..	..	..	..
		160	1	..	160	..	1,920	..	..	..	90	..	
		15	20	..	300	102	12,747	..	..	..	..	..
		21	7	..	150	74	9,333	..	..	..	..	..
		150	1	..	150	..	1,995	29	..	760	..	..
		190	..	1	190	..	1,743	..	..	..	..	..
		24	..	12	290	..	8,267	..	..	..	..	..
		75	..	2	150	..	3,189	..	15	..	..	630	
		59	10	..	590	..	3,837	10	..	590	..	..
		195	..	1	195	..	1,719	..	..	..	..	..
		46	..	7	320	..	4,695	..	..	..	..	..
		185	..	1	185	..	1,769	..	9	..	..	700	
		58	5	..	290	..	3,889	..	..	..	..	..
		48	4	..	195	..	4,533	..	..	..	..	..
		150	2	..	300	..	1,994	..	..	..	..	..
		33	12	..	400	..	6,230	..	..	..	..	..
		73	5	..	365	..	8,255	..	..	..	..	..
		35	14	..	490	..	5,920	..	..	..	..	..
		29	10	..	295	..	6,979	52	..	2,335	..	..
		Level	..	..	200	..	800	..	..	..	200	..	
		205	2	..	410	..	1,674	..	..	..	..	..
		18	22	..	385	86	10,755	..	..	..	..	..
		21	14	..	300	74	9,333	..	..	..	..	..
		100	7	..	700	..	2,592	45	..	1,795	..	..
		15	..	20	300	102	12,747	..	..	..	..	..
		310	..	1	310	..	1,378	..	21	..	..	610	
		29	11	..	320	..	6,979	11	..	320	..	..
		23	..	13	300	..	8,591	..	..	..	..	..
		13	..	30	390	117	14,585	..	43	..	..	690	
		105	4	..	420	..	2,506	..	..	..	..	..
		93	3	..	280	..	2,726	..	..	..	..	..
		12	32	..	390	126	15,733	..	..	..	..	..
		26	13	..	340	..	7,692	..	..	..	..	..
		42	15	..	630	..	5,067	67	..	2,060	..	..
		17	..	29	500	91	11,341	..	..	..	..	..
		9	..	33	295	166	20,711	..	..	..	..	..
		28	..	32	900	..	7,200	..	..	..	..	..
		32	..	6	190	..	6,400	..	100	..	..	1,885	
		117	3	..	350	..	2,331	..	..	..	..	..
		21	18	..	380	..	9,333	21	..	730	..	..
		Level	..	..	200	..	800	..	..	..	200	..	
		54	4	..	215	..	4,118	..	..	..	..	..
		21	12	..	250	..	9,333	..	..	..	..	..
		64	12	..	765	..	3,600	28	..	1,230	..	..
		74	..	5	370	..	3,221	..	5	..	..	370	
		72	5	..	360	..	3,239	5	..	360	..	..
		30	..	4	120	..	6,773	..	..	..	..	..
		10	..	30	300	150	18,720	..	..	..	..	..
		52	..	4	210	..	4,246	..	38	..	..	630	
		95	2	..	190	..	2,656	..	..	..	..	..
		13	15	..	200	117	14,585	..	..	..	..	..
		10	69	..	690	150	18,720	..	..	..	..	..
		24	4	..	95	..	8,267	..	..	..	..	..
		67	2	..	135	..	3,475	92	..	1,310	..	..
		105	..	4	420	..	2,506	..	..	..	..	..
		22	..	5	110	..	8,945	..	..	..	..	..
		12	..	17	200	126	15,733	..	..	..	..	..
		20	..	8	160	..	9,760	..	..	..	..	..
		67	..	3	200	..	3,475	..	37	..	..	1,090	
		120	4	..	480	..	2,293	..	..	..	..	..
		34	8	..	275	..	6,070	..	..	..	..	..
		16	37	..	585	96	12,000	..	..	..	..	..
		20	15	..	300	..	9,760	..	..	..	..	..
		55	4	..	220	..	4,058	68	..	1,860	..	..
		29	..	11	320	..	6,979	..	..	..	..	..
		24	..	21	500	..	8,267	..	..	..	..	..
		75	..	4	300	..	3,189	..	..	..	..	..
		46	..	8	370	..	4,695	..	44	..	..	1,490	
		Level	..	..	210	..	800	..	..	..	210	..	
		33	..	10	330	..	6,230	..	10	..	..	330	
		Level	..	..	170	..	800	..	..	..	170	..	
		44	12	..	555	..	4,873	..	..	..	..	..
		67	6	..	400	..	3,475	18	..	955	..	..
		130	..	1	130	..	2,178	..	..	..	..	..
		33	..	9	295	..	6,230	..	..	..	..	..
		138	..	3	415	..	2,098	..	..	..	..	..
		23	..	27	625	..	8,591	..	40	..	..	1,465	
		Level	..	..	175	..	800	..	..	..	175	..	
		70	4	..	280	..	3,860	4	..	280	..	..
		74	..	5	370	..	3,221	..	5	..	..	370	
		245	1	..	245	..	1,531	..	..	..	..	..

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 in.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.	
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.		
Blackheath.	Miles.	23	17	..	395	68	8,591	3	
		100	3	..	300	..	2,592	21	..	940	..	..
		115	..	4	460	..	2,358	..	4	....	..	460
		117	3	..	350	..	2,331	..	..	....	..	..
		38	14	..	540	..	5,515	..	..	....	..	..
		67	3	..	200	..	3,475	20	..	1,090	..	..
		133	..	3	400	..	2,147	..	3	....	..	400
		80	5	..	400	..	3,040	..	..	....	..	..
		52	11	..	575	..	4,246	..	..	....	..	..
		28	21	..	595	..	7,200	37	..	1,570	..	..
		37	..	8	300	..	5,643	..	..	....	..	..
		48	..	10	485	..	4,533	..	..	....	..	..
		50	..	2	100	..	4,384	..	20	....	..	885
		230	2	..	460	..	1,579	2	..	460	..	..
		60	..	2	120	..	3,787	..	..	....	..	..
		39	..	10	390	..	5,395	..	..	....	..	..
		225	..	2	450	..	1,596	..	..	....	..	..
		110	..	2	220	..	2,429	..	16	....	..	1,180
		290	1	..	290	..	1,418	1	..	290	..	..
		50	..	7	350	..	4,384	..	7	....	..	350
		Level	210	..	800	210
		28	21	..	590	..	7,200	..	..	....	..	..
		25	23	..	570	..	7,968	..	..	....	..	..
		37	8	..	300	..	5,643	..	..	....	..	..
		17	13	..	220	91	11,341	..	..	....	..	..
		13	22	..	290	117	14,585	..	..	....	..	..
		20	19	..	390	..	9,760	106	..	2,360	..	..
		47	..	6	280	..	4,612	..	..	....	..	..
		20	..	30	600	78	9,760	..	..	....	..	1,180
		60	..	5	300	..	3,787	..	41	....	..	..
		185	2	..	370	..	1,767	2	..	370	..	..
		33	..	6	200	49	6,230	..	..	....	..	..
		24	..	9	220	..	8,267	..	..	....	..	..
		77	..	4	310	..	3,127	..	..	....	..	..
		315	..	2	630	..	1,370	..	..	....	..	..
		107	..	2	215	..	2,475	..	23	....	..	1,575
		80	4	..	320	..	3,040	..	..	....	..	..
		115	2	..	230	..	2,358	..	..	....	..	..
		137	3	..	410	..	2,108	..	..	....	..	..
		38	7	..	270	..	5,515	..	..	....	..	..
		135	2	..	270	..	2,120	..	..	....	..	..
		22	4	..	90	..	8,945	..	..	....	..	..
		18	12	..	220	86	10,755	34	..	1,810	..	..
		170	..	2	340	..	1,854	..	..	....	..	..
		38	..	6	230	..	5,515	..	10	....	..	720
		75	..	2	150	..	3,189	..	..	....	..	..
		135	2	..	270	..	2,120	..	..	....	..	..
		87	2	..	175	..	2,860	4	..	445	..	..
		163	..	3	490	..	1,899	..	..	....	..	1,200
		55	..	13	710	..	4,058	..	16	....	..	..
		197	2	..	395	..	1,710	..	..	....	..	..
		280	1	..	280	..	1,440	3	..	675	..	..
		65	..	2	130	..	3,557	..	2	....	..	130
		54	11	..	593	..	4,118	..	..	....	..	..
		195	1	..	195	..	1,719	..	..	....	..	..
		99	4	..	395	..	2,619	..	..	....	..	..
		26	15	..	390	61	7,692	..	..	....	..	..
		60	5	..	300	..	3,787	..	..	....	..	..
		92	5	..	460	..	2,748	..	..	....	..	..
		100	3	..	300	..	2,592	..	..	....	..	..
		48	6	..	290	..	4,533	..	..	....	..	..
		67	3	..	200	..	3,475	..	..	....	..	..
		71	4	..	285	..	3,324	..	..	....	..	..
		60	4	..	240	..	3,787	61	..	3,648	..	..
		85	..	2	170	..	2,908	..	..	....	..	..
		13	..	14	180	117	14,585	..	..	....	..	..
		22	..	26	570	..	8,945	..	..	....	..	..
		76	..	8	610	..	3,158	..	..	....	..	..
		120	..	1	120	..	2,293	..	..	....	..	1,650
		33	9	..	300	..	6,230	..	..	....	..	..
		90	..	4	360	..	2,791	..	..	....	..	..
		52	..	20	040	..	4,246	..	..	....	..	..
		18	..	10	180	86	10,755	..	..	....	..	..
		25	..	55	1,380	..	7,968	..	..	....	..	..
		33	..	9	300	..	6,230	..	..	....	..	..
		24	..	8	195	..	8,267	..	..	....	..	..
		10	..	39	390	150	18,720	..	..	....	..	..
		16	..	11	180	96	12,000	..	..	....	..	..
		9	..	14	130	166	20,711	..	..	....	..	..
		37	..	3	110	..	5,643	..	..	....	..	..
		100	..	1	100	..	2,592	..	174	....	..	4,365
		14	46	..	640	..	13,600	46	..	640	..	..
		Level	..	..	95	..	800	..	..	....	95	..
		13	..	53	695	117	14,585	..	..	....	..	..
		31	..	5	155	..	6,582	..	58	....	..	850
		Level	..	..	150	..	800	..	..	....	150	..
		28	11	..	310	..	7,200	..	..	....	..	..

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADI- ENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Mount Victoria.	Miles.	70	1	..	70	..	3,360	12	..	380	4
		41	..	9	370	..	5,171	..	9	....	..	370
		27	16	..	440	..	7,437	..	..	..	..	..
		34	12	..	410	..	6,070	..	..	..	..	..
		18	11	..	195	86	10,755	..	..	..	..	..
		10	24	..	240	150	18,720	..	..	..	..	..
		14	11	..	160	109	13,600	..	..	..	..	..
		37	12	..	450	..	5,643	86	..	1,895	..	..
		200	..	1	200	..	1,696	..	1	....	..	200
		107	2	..	215	..	2,475	..	..	..	..	..
		17	8	..	140	..	11,341	..	..	..	..	..
		14	39	..	540	109	13,600	..	..	..	..	..
		42	5	..	210	..	5,067	..	..	..	..	..
		23	26	..	600	..	8,591	80	..	1,705	..	..
		48	..	6	290	..	4,533	..	6	....	..	290
		190	1	..	190	..	1,743	..	..	..	..	..
		21	24	..	500	74	9,333	25	..	690	..	..
		40	..	8	320	..	5,280	..	..	..	..	..
		72	..	6	430	..	3,289	..	..	..	..	..
		30	..	14	415	54	6,773	..	..	..	..	..
		175	..	4	700	..	1,824	..	..	..	..	..
		415	..	2	830	..	1,232	..	34	....	..	2,695
		46	10	..	460	..	4,695	..	..	..	..	..
		22	9	..	200	..	8,945	19	..	660	..	..
		20	..	20	396	..	9,760	..	..	..	..	..
		6	..	13	80	245	30,667	..	..	..	..	..
		12	..	107	1,280	..	15,733	..	..	..	..	..
		41	15	..	58	870	12,747	..	..	..	..	..
		12	..	21	250	126	15,733	..	..	..	..	..
		19	..	15	290	..	10,231	..	..	..	..	..
		13	..	12	160	..	14,585	..	..	..	..	..
		67	..	7	500	..	3,475	..	..	..	..	..
		11	..	22	240	137	17,091	..	..	..	..	..
		8	..	88	700	186	23,200	..	..	..	..	..
		11	..	71	780	137	17,091	..	..	..	..	..
		9	..	107	960	166	20,711	..	..	..	..	..
		12	..	35	420	..	15,733	..	..	..	..	..
		42	7	..	54	380	211	26,400	..	..	..	..
		8	..	70	560	186	23,200	..	..	..	..	..
		7	..	11	80	211	26,400	..	..	..	..	..
	18	..	15	270	..	10,755	..	..	..	..	..
	16	..	20	320	..	12,000	..	..	..	..	..
	20	..	18	370	..	9,760	..	..	..	..	..
	15	..	21	310	..	12,747	..	..	..	..	..
	12	..	33	400	126	15,733	..	..	..	..	..
	45	..	2	90	..	4,782	..	820	....	..	9,706	
	90	1	..	90	..	2,791	..	..	..	..	..
	77	3	..	230	..	3,127	..	..	..	..	..
	21	11	..	230	..	9,333	..	..	..	..	..
	13	28	..	370	117	14,585	..	..	..	..	..
	63	3	..	180	..	3,644	46	..	1,100	..	..
	130	..	1	130	..	2,178	..	..	..	..	..
	28	..	14	390	57	7,200	..	..	..	..	..
	35	..	25	870	..	5,920	..	..	..	..	..
	43	..	16	570	..	5,778	..	..	..	..	..
	140	..	3	420	..	2,080	..	59	....	..	2,380	
	95	2	..	190	..	2,686	..	2	190	..	..
	97	..	3	290	..	2,647	..	..	..	..	..
	27	..	8	220	59	7,437	..	..	..	..	..
	43	..	10	430	..	4,967	..	21	....	..	940	
Little Hartley.	Level	..	..	300	..	800	..	..	..	300	..	..
	50	6	..	300	..	4,384	..	..	..	..	..
	80	2	..	160	..	3,040	8	..	460	..	..
	Level	..	..	100	..	800	..	..	..	100	..	
	32	..	15	480	..	6,400	..	15	....	..	480	
	Level	..	..	200	..	800	..	..	..	200	..	
	120	2	..	240	..	2,293	..	2	240	..	..
	290	..	1	290	..	1,418	..	1	....	..	290	
	47	11	..	520	..	4,612	..	..	..	..	..
	41	12	..	490	..	5,171	..	..	..	..	..
	18	20	..	360	86	10,755	..	..	..	..	..
	44	270	1	..	270	..	1,464	44	..	1,640	..	..
	43	..	19	820	..	4,967	..	..	..	..	..
	33	..	12	400	..	6,230	..	..	..	..	..
	225	..	4	900	..	1,596	..	35	....	..	2,120	
99	9	..	890	..	2,610	..	9	890	..	..	
155	..	4	620	..	1,956	..	..	..	..	..
55	..	4	220	..	4,058	..	..	..	..	..
330	..	1	330	..	1,343	..	..	..	..	..
27	..	7	190	59	7,437	..	..	..	..	..
130	..	2	260	..	2,178	..	18	....	..	1,620		
22	10	..	225	..	8,945	..	..	..	..	..
38	5	..	190	..	5,515	..	..	..	..	..
45	295	1	..	295	..	1,407	16	..	710	..	..
23	..	6	140	..	8,591	..	..	..	..	..
22	..	52	1,150	..	8,945	..	..	..	..	..

APPENDIX.

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH. Miles.	GRADI- ENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO OF STAGES.	
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.		
Hartley.	46	28	..	5	140	..	7,200	4	
		19	..	82	1,560	..	10,231		
		16	..	20	320	96	12,000		
		21	..	49	1,020	..	9,333		
		15	..	13	200	102	12,747		
		14	..	19	262	109	13,600		
		22	..	27	595	..	8,945		
		63	..	7	450	..	3,435	..	280	5,867		
		Level	200	..	800	200
		60	2	..	120	..	3,787	..	2	..	120
	Level	150	..	800	150		
	20	..	4	80	..	9,760		
	21	..	18	380	..	9,333		
	27	..	13	350	..	7,437		
	23	..	14	320	..	8,591		
	18	..	13	240	..	10,755		
	9	..	16	140	166	20,711		
	82	..	4	330	..	2,985		
	22	..	22	480	..	8,945		
	10	..	10	100	150	18,720		
	34	..	5	170	..	6,070	..	119	2,590	..		
	28	5	..	140	..	7,200		
	10	39	..	395	150	18,720		
	11	154	..	1,700	137	17,091		
	8	25	..	200	186	23,200		
	15	27	..	400	..	12,747		
	9	22	..	200	166	20,711		
	11	24	..	270	..	17,091		
	12	45	..	540	126	15,733		
	15	19	..	280	..	12,747		
	10	26	..	260	150	18,720		
	14	24	..	330	..	13,600		
	8	40	..	320	186	23,200		
	11	14	..	160	137	17,091		
16	37	..	595	..	12,000	..	..	..	..	..	..
14	67	..	940	..	13,600	..	..	..	..	..	..
12	12	..	140	126	15,733	..	..	..	..	..	..
24	41	..	935	..	8,267	..	..	..	..	..	..
27	15	..	400	..	7,437	..	..	..	..	..	..
21	15	..	310	..	9,333	..	..	..	..	..	..
410	1	..	410	..	1,237	..	..	..	..	..	..
66	5	..	330	..	3,515	..	657	..	9,305	..	..	
100	..	2	200	..	2,592	..	..	..	..	..	..
70	..	7	490	..	3,360	..	..	9	..	690	..	
216	3	..	650	..	1,630	..	..	..	..	..	..
46	5	..	230	..	4,695	..	..	..	..	..	..
20	26	..	530	78	9,760	..	34	..	1,410	..	..	
54	..	16	860	..	4,118	..	..	..	..	..	..
19	..	10	195	82	10,231	..	..	..	..	..	..
27	..	16	440	..	7,437	..	..	..	..	..	..
34	..	16	540	..	6,070	..	..	..	..	..	..
27	..	14	380	..	7,437	..	..	..	..	..	..
18	..	20	360	86	10,755	..	..	..	..	..	..
36	..	19	685	..	5,778	..	111	..	..	3,460	..	
64	5	..	320	..	3,600	..	5	..	320	..	..	
62	..	5	310	..	3,690	..	..	5	..	310	..	
71.	7	..	500	..	3,324	..	..	..	..	..	..
97	3	..	290	..	2,647	..	..	..	..	..	..
29	12	..	350	..	6,979	..	..	..	..	..	..
50	6	..	300	..	4,384	..	..	..	..	..	..
18	28	..	500	..	10,755	..	..	..	..	..	..
12	24	..	290	..	15,733	..	..	..	..	..	..
11	28	..	310	137	17,091	..	..	..	..	..	..
32	50	..	1,610	..	6,400	..	..	..	..	..	..
26	16	..	415	..	7,692	..	..	..	..	..	..
56	19	..	1,070	..	4,000	..	..	..	..	..	..
21	17	..	366	..	9,333	..	..	..	..	..	..
12	22	..	260	126	15,733	..	..	..	..	..	..
31	12	..	370	..	6,582	..	..	..	..	..	..
47	2	..	95	..	4,612	..	..	..	..	..	..
280	2	..	560	..	1,440	..	248	..	7,286	..	..	
88	..	3	265	..	2,836	..	..	8	..	265	..	
46	5	..	230	..	4,695	..	..	..	..	..	..
195	2	..	390	..	1,719	..	7	..	620	..	..	
55	..	9	495	..	4,058	..	..	..	..	..	..
190	..	1	190	..	1,743	..	..	10	..	685	..	
58	3	..	175	..	3,890	..	3	..	175	..	..	
15	..	10	150	102	12,746	..	..	10	..	150	..	
21	10	..	210	..	9,333	..	..	..	..	..	..
38	39	..	1,500	..	5,515	..	49	..	1,710	..	..	
21	..	14	300	..	9,333	..	..	..	..	..	..
60	..	5	300	..	3,787	..	..	19	..	600	..	
53	10	..	580	..	3,890	..	..	..	..	..	..
110	5	..	550	..	2,429	..	..	..	..	..	..
20	5	..	100	..	3,760	..	..	..	..	..	..
46	7	..	320	..	4,695	..	27	..	1,550	..	..	

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRA- DIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.		
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.			
Mount Lambie.	62	8	18	..	150	186	23,200	6		
		11	71	..	785	137	17,091	..	..	....	..	....
		17	32	..	540	..	11,341	..	..	....	..	....
		29	40	..	1,150	..	6,979	..	..	....	..	....
		18	11	..	200	..	10,755	..	..	....	..	....
		21	38	..	790	..	9,333	..	..	....	..	....
		30	17	..	505	..	6,773	..	..	....	..	....
		16	19	..	315	..	12,000	949	..	15,092	..	....	
		Level	415	..	800	415	
		25	13	..	325	..	7,968	..	..	....	..	....
		16	33	..	520	..	12,000	..	..	....	..	....
		63	24	24	..	680	..	8,267	70	..	1,425	
			58	..	25	1,450	..	3,890	..	25		1,450	
			Level	195	..	800	195	
			10	..	117	1,175	150	18,720	
	46		..	19	420	..	4,695	..	..	....	..	....
	17		..	3	225	..	11,341	..	..	....	..	....
	41		..	12	490	..	5,171	..	..	....	..	....
	20		..	5	100	..	9,760	..	..	....	..	....
	71		..	7	500	..	3,324	..	..	....	..	....
	64		19	..	47	300	..	10,231	
			14	..	26	360	109	13,600	
			10	..	19	195	150	18,720	
			21	..	10	215	..	9,333	
			16	..	10	160	..	12,000	
			10	..	13	190	150	18,720	
		80	..	2	160	..	3,040	..	..	....	..	....
		19	..	9	175	..	10,231	..	..	....	..	....
		103	..	3	310	..	2,539	..	..	....	..	....
		21	..	36	750	..	9,333	..	..	....	..	....
		28	..	9	255	..	7,200	..	..	....	..	....
		38	..	21	800	..	5,515	..	368	....	..	7,320	
		54	..	8	435	..	4,118	..	8	435	..	....	
		425	..	1	425	..	1,222	..	1	....	..	425	
		65	14	30	..	415	109	13,600	
	36		7	..	250	..	5,778	..	..	....	..	....
	400		1	..	400	..	1,248	35	..	1,065	..	....	
	45		..	15	675	..	4,782	..	..	....	..	....
	21		..	33	690	..	9,333	..	..	....	..	....
	9		..	6	55	166	20,711	..	55	....	..	1,675	
	255		..	1	255	..	1,502	..	..	....	..	....
	7		47	..	325	211	26,400	..	..	....	..	....
	24		10	..	240	..	8,267	..	..	....	..	....
	17		38	..	655	..	11,341	95	..	1,220	..	....	
	100		..	3	300	..	2,592	..	3	....	..	300	
135	..		5	675	..	2,120	..	..	....	..	....
31	14		..	440	..	6,582	19	..	1,118	..	....		
66	18		..	27	480	..	10,755	..	..	....	..	....
	23		..	19	448	..	8,591	..	..	....	..	....
	12	..	56	675	126	15,733	..	..	....	..	....
	11	..	89	975	137	17,091	..	..	....	..	....
	15	..	10	155	..	12,746	..	..	....	..	....
	23	..	20	470	..	8,591	..	..	....	..	....
	25	..	80	2,000	..	7,968	..	..	....	..	....
	67	46	..	12	550	..	4,695	..	313	....	..	5,753	
		154	6	..	925	..	1,964	..	..	....	..	....
		41	6	..	245	..	5,171	13	..	1,170	..	....	
		262	..	2	625	..	1,484	..	..	....	..	....
		21	..	15	310	..	9,333	..	..	....	..	....
		13	..	33	435	117	14,585	..	..	....	..	....
		16	..	10	160	..	12,000	..	..	....	..	....
		30	..	7	210	..	6,773	..	..	....	..	....
250		..	3	750	..	1,517	..	..	....	..	....
19		..	29	560	..	10,231	..	..	....	..	....
68		6	..	36	215	245	30,667	..	..	....	..	....
		19	..	40	755	..	10,231	..	..	....	..	....
		18	..	30	650	..	10,755	..	..	....	..	....
		80	..	2	160	..	3,040	..	207	....	..	4,630	
		77	4	..	310	..	3,127	..	..	....	..	....
	22	20	..	450	71	8,945	..	..	....	..	....
	28	7	..	200	..	7,200	..	..	....	..	....
	53	6	..	320	..	4,181	37	..	1,280	..	....		
	23	..	7	165	..	8,591	..	7	....	..	165		
	46	16	..	740	..	4,695	..	..	....	..	....
	26	83	..	860	..	7,692	..	..	....	..	....
	25	8	..	200	..	7,968	..	..	....	..	....
	10	23	..	230	150	18,720	..	..	....	..	....
	18	16	..	290	..	10,755	..	..	....	..	....
	69	75	6	..	450	..	3,189	..	..	....	..	....
44		19	..	846	..	4,873	..	..	....	..	....
460		1	..	460	..	1,189	172	..	4,076	..	....		
90		..	4	360	..	2,791	..	4	....	..	360		
59		33	..	1,950	..	3,837	..	..	....	..	....
23		7	..	160	..	8,591	..	..	....	..	....
70		14	..	980	..	3,360	..	..	....	..	....
17		20	..	340	91	11,341	..	..	....	..	....
Meadow Flat.	69	8	18	..	150	186	23,200	..	..	....	..	....
		11	71	..	785	137	17,091	..	..	....	..	....
		17	32	..	540	..	11,341	..	..	....	..	....
		29	40	..	1,150	..	6,979	..	..	....	..	....
		18	11	..	200	..	10,755	..	..	....	..	....
		21	38	..	790	..	9,333	..	..	....	..	....
		30	17	..	505	..	6,773	..	..	....	..	....
		16	19	..	315	..	12,000	949	..	15,092	..	....	
		Level	415	..	800	415		
		25	13	..	325	..	7,968	..	..	....	..	....
		16	33	..	520	..	12,000	..	..	....	..	....
		24	24	..	680	..	8,267	70	..	1,425	..	....	
		58	..	25	1,450	..	3,890	..	25	....	..	1,450	
		Level	195	..	800	195		
		10	..	117	1,175	150	18,720	..	..	....	..	....

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE	LENGTR.	GRADI- ENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	No. of HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			No. of STAGES.	
			Ascent.	Descent				Ascent.	Descent	Ascent.	Level	Descents.		
Red Bank, or Kir- connell.	70	Miles. 30	10	..	305	54	6,773	84	..	3,735	6	
		Level	355	..	800	355	..		
		18	8	..	145	86	10,755		
		119	4	..	475	..	2,306	..	12		
		24 ..	13	325	..	8,267	13	..	325	..		620
		39	27	..	1,050	..	5,395
		35	15	..	625	..	5,920
		23	21	..	480	..	8,591
		15	99	..	1,480	102	12,746	..	173		4,035
		71	45	..	11	500	..	4,782
	37 ..	30	1,120	..	5,643		
	22 ..	98	2,150	..	8,945		
	16 ..	98	1,560	96	12,000		
	72	14	104	..	1,455	109	13,600		
	22 ..	26	565	..	8,945		
	8 ..	19	150	186	23,200		
	15 ..	29	440	102	12,746	404	..	7,440		
	33	17	..	570	..	6,230		
	231	7	..	1,520	..	1,576	..	24	2,190		
	73	43	15	..	645	..	4,967	15	..	645		
	33	9	..	810	..	6,230		
	17	10	..	170	91	11,341		
	71	5	..	353	..	3,324		
	303	3	..	910	..	1,391		
	60	8	..	400	..	4,384		
	68	5	..	290	..	3,859	..	40	2,435		
	35 ..	10	350	..	6,320		
	36 ..	7	250	..	5,778		
	14 ..	18	250	109	13,600		
	74	35	13	..	450	..	5,920	48	..	1,800		
	60	13	..	655	..	4,384	..	13	655		
	56 ..	7	390	..	4,000		
	14 ..	60	835	109	13,600		
	15 ..	17	260	..	12,746	84	..	1,485		
	28	14	..	400	..	7,200		
	27	11	..	300	..	7,437		
	12	17	..	210	126	15,733		
	23	20	..	460	..	8,591	..	62	1,370		
	Level	110	..	800	110	..		
	21	9	..	190	..	9,333		
	42	17	..	710	..	6,067		
	127	2	..	255	..	2,211		
	20	41	..	820	..	9,760		
	75	14	..	50	700	109	13,600		
	11	61	..	675	137	17,091		
18 ..	..	51	..	925	..	10,755	..	..	..	..	..
17 ..	..	76	..	1,300	..	11,341	..	307	....	..	5,575
19 ..	29	..	..	545	82	10,231	..	..	..	..	..
36 ..	8	..	..	285	..	5,778	37	..	830	..	..	
72 ..	..	19	..	1,375	..	3,289	..	19	....	..	1,375
76	142	10	..	1,425	..	2,962	..	..	..	..	..
23 ..	12	..	..	280	..	8,591	..	..	..	..	..
27 ..	14	..	..	380	..	7,437	36	..	2,085	..	..	
87 ..	..	7	..	610	..	2,859	..	..	..	..	..
28 ..	..	13	..	310	..	8,591	..	..	..	..	..
25 ..	..	37	..	935	..	7,968	..	..	..	..	..
11 ..	..	68	..	750	137	17,091	..	..	..	..	..
25 ..	..	19	..	480	..	7,968	..	..	..	..	..
77	15	..	49	740	102	12,747	..	..	..	..	..
12 ..	..	93	..	1,110	126	15,733	..	..	..	..	..
36 ..	..	18	..	650	..	5,778	..	..	..	..	..
20 ..	..	25	..	500	..	9,760	..	..	..	..	..
27 ..	..	26	..	710	..	7,437	..	..	..	..	..
37 ..	..	15	..	550	..	5,643	..	..	..	..	..
16 ..	..	20	..	325	96	12,000	..	..	..	..	..
31 ..	..	16	..	500	..	6,582	..	..	..	..	..
78	11	..	58	640	137	17,091	..	..	..	..	..
27 ..	..	20	..	545	..	7,437	..	..	..	..	..
78 ..	..	5	..	390	..	8,097	..	..	..	..	..
31 ..	..	16	..	495	..	6,582	..	..	..	..	..
19 ..	..	18	..	350	..	10,231	..	..	..	..	..
72 ..	..	11	..	790	..	3,289	..	..	..	..	..
35 ..	..	20	..	700	..	5,920	..	..	..	..	..
16 ..	..	7	..	115	..	12,000	..	..	..	..	..
23 ..	..	23	..	520	..	8,591	..	..	..	..	..
8 ..	..	7	..	55	186	23,200	..	..	..	..	..
30 ..	..	3	..	90	..	6,773	..	594	....	..	12,660
79	175	2	..	350	..	1,824	2	..	350	..	..	
68 ..	..	13	..	890	..	3,435	..	..	..	..	..
23 ..	..	25	..	590	..	8,591	..	39	....	..	1,480
30 ..	5	..	..	150	..	6,773	5	..	150	..	..	
22 ..	..	9	..	200	..	8,945	..	9	....	..	200
Green Swamp.	150	1	..	150	..	1,995	1	..	150	..	..	
22 ..	..	9	..	200	71	8,945	..	..	..	..	..
105 ..	..	4	..	420	..	2,506	..	13	....	..	620
53 ..	11	..	..	580	..	4,181	11	..	580	..	..	

APPENDIX.

GREAT WESTERN ROAD GRADIENTS—*continued.*

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	No. of HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			No. of STAGES.
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.	
Brown's Hill.	Miles.	103	..	3	310	..	2,539	7
		25	..	10	248	..	7,968	..	13	558	
		110	..	5	550	..	2,429	
		21	20	..	475	..	8,267	
		45	5	..	225	..	4,782	
		12	27	..	330	126	15,733	
		15	14	..	210	..	12,747	
		12	19	..	225	126	15,733	
		8	9	..	75	186	23,200	
		17	28	..	475	..	11,341	
		104	6	..	625	..	2,523	133	..	3,190	
		26	..	8	210	..	7,692	
		15	..	20	300	..	12,747	
		10	..	10	100	150	18,720	
		21	..	30	640	..	9,333	
		153	..	3	460	..	1,971	
		19	..	23	540	..	10,231	
		15	..	107	1,610	..	12,747	
		35	..	10	350	..	5,920	
		630	..	1	650	..	1,063	..	217	4,890	
		70	10	..	700	..	3,360	10	..	700	
		15	..	30	450	..	12,747	
		17	..	11	190	..	11,341	
		13	..	115	1,500	117	14,585	
		24	..	29	700	..	8,267	
		40	..	16	645	..	5,280	
		30	..	27	825	..	6,773	
		182	..	2	365	..	1,734	
		39	..	14	560	..	5,395	..	244	5,235	
		157	2	..	315	..	1,941	2	..	315	
	64	..	5	320	..	8,600	..	5	....	..	320
	115	8	..	920	..	2,353	..	..	..	..	..
	350	1	..	350	..	1,312	9	..	1,270	..	..
	52	..	7	365	..	4,246	..	..	..	..	..
	36	..	18	655	..	5,778	..	..	..	..	..
	25	..	9	225	..	7,968	..	..	..	..	..
	50	..	7	352	..	4,384	..	41	....	..	1,597
	Level	..	..	170	..	800	..	..	....	170	..
	34	..	17	530	..	6,070	..	..	..	..	..
	100	..	4	400	..	2,592	..	..	..	..	..
	36	..	16	570	..	5,778	..	..	..	..	..
	415	..	1	415	..	1,231	..	..	..	..	..
	86	..	4	345	..	2,883	..	..	..	..	..
	112	..	4	450	..	2,400	..	..	..	..	..
	60	..	10	600	..	3,787	..	..	..	..	..
	46	..	16	730	..	4,695	..	..	..	..	..
	105	..	4	420	..	2,506	..	76	....	..	4,510
	35	5	..	175	..	5,920	5	..	175	..	..
	237	..	2	675	..	1,424	..	..	..	..	..
	68	..	9	525	..	3,889	..	..	..	..	..
	520	..	1	520	..	1,145	..	..	..	..	..
	28	..	18	509	..	7,200	..	..	..	..	..
	56	..	11	620	..	4,000	..	..	..	..	..
	600	..	1	600	..	1,093	..	42	....	..	3,349
	37	37	..	1,360	..	5,643	37	..	1,360	..	..
	Level	..	..	650	..	800	..	..	..	650	..
	89	14	..	1,248	..	2,813	14	..	1,248	..	..
	42	..	10	425	..	5,067	..	10	....	..	425
	198	4	..	552	..	2,093	..	..	..	..	..
	110	1	..	110	..	2,429	5	..	662	..	..
	Level	..	..	498	..	800	..	..	....	498	..
	38	11	..	420	..	5,515	..	..	..	..	..
	69	15	..	1,040	..	3,397	26	..	1,460	..	..
	162	..	5	810	..	1,906	..	..	..	..	..
	30	..	20	600	..	6,773	..	..	..	..	..
	62	..	6	375	..	3,690	..	..	..	..	..
	24	..	33	790	..	8,267	..	..	..	..	..
	40	..	17	680	..	5,280	..	81	....	..	3,255
	36	13	..	475	..	5,778	13	..	475	..	..
	46	..	11	510	..	4,695	..	11	....	..	510
	41	13	..	535	..	5,171	13	..	535	..	..
	52	..	8	420	..	4,246	..	..	..	..	..
	31	..	36	1,105	..	6,582	..	..	..	..	..
	38	..	18	680	..	5,515	..	..	..	..	..
	29	..	20	590	..	6,979	..	..	..	..	..
	22	..	20	450	71	8,946	..	..	..	..	..
	30	..	37	1,125	..	6,773	..	..	..	..	..
	47	..	18	850	..	4,612	..	..	..	..	..
	30	..	17	505	..	6,773	..	..	..	..	..
	118	..	5	590	..	2,319	..	179	....	..	6,315
	125	2	..	250	..	2,233	2	..	250	..	..
	69	..	12	830	..	3,397	..	..	..	..	..
	29	..	20	590	..	6,979	..	..	..	..	..
	82	..	8	660	..	2,985	..	40	....	..	2,080
	175	6	..	1,050	..	1,824	6	..	1,050	..	..
	60	..	5	300	..	8,787	..	..	..	..	..

GREAT WESTERN ROAD GRADIENTS—continued.

NAME OF PLACE	LENGTH	GRADIENT 1 IN.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Bathurst.	Miles.	18	..	11	200	86	10,755	8
		170	..	3	510	..	1,854	..	19	....	..	1,010
		455	1	..	455	..	1,193	1	..	455	..	..
		53	..	15	790	..	4,181	..	..	..	..	..
		37	..	28	1,040	..	5,648	..	43	....	..	1,830
		882	3	..	2,645	..	1,003	3	..	2,645	..	..
		341	..	6	2,018	..	1,325	..	..	..	..	..
		370	..	1	370	..	1,284	..	7	....	..	2,418
		35	19	..	660	..	5,920	..	..	..	..	..
		39	17	..	660	..	5,395	..	..	..	..	..
		28	7	..	200	..	7,200	43	..	1,520	..	..
								9,491	7,272	261,103	10,088	207,920	

GREAT WESTERN RAILWAY GRADIENTS. PENRITH TO BATHURST.

NOTE.—In the column headed "No of Horses" is shown the No. of Horses required to haul 30 tons over the maximum gradient at the rate of 3 miles per hour. The figures in the column headed "Tractive Force in Pounds" show the tractive force in pounds required to overcome gravitation and friction on each gradient for 30 tons. Friction taken at 10 pounds per ton in all cases. The dimensions are given in feet.

NAME OF PLACE	LENGTH	GRADIENT 1 IN.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Emu Plains.	Miles.	2	Level	..	280	..	800	280	1
		130	..	15	2,000	..	2,178	..	15	....	..	2,000
		3	Level	..	6,270	..	800	..	..	....	6,270	..
		27	27	..	730	..	7,437	..	..	..	..	..
		20	229	..	4,580	78	9,760	..	..	..	..	..
		5	30	162	..	4,850	54	6,773	..	..	..	..
		6	20	132	..	2,640	78	9,760	550	..	12,800	..	
		32	..	37	1,180	..	6,400	..	37	....	..	1,180
		1512	2	..	3,025	..	918	..	..	..	..	..
		30	98	..	2,950	54	6,773	116	..	6,945	..	..
Lapstone Hill.		60	16	..	970	..	3,757	..	..	..	..	..
		362	..	2	725	..	1,295	..	2	....	..	725
		70	17	..	1,215	..	3,360	17	..	1,215	..	..
		8	Level	..	765	..	800	..	..	....	765	....
		54	..	10	545	..	4,118	..	10	....	..	545
		34	27	..	920	..	6,070	..	..	..	..	..
		49	13	..	635	..	4,457	40	..	1,555	..	..
		Level	..	..	1,400	..	800	..	..	....	1,400	..
		50	10	..	500	..	4,384	..	..	..	..	..
		33	53	..	1,750	..	6,230	63	..	2,250	..	..
		30	..	7	220	54	6,773	..	7	....	..	220
		52	22	..	1,170	..	4,246	22	..	1,170	..	..
		35	..	6	175	..	5,920	..	5	....	..	175
		30	24	..	740	54	6,773	24	..	740	..	..
		163	..	7	1,140	..	1,899	..	7	....	..	1,140
		66	15	..	990	..	3,515	..	..	..	..	..
		30	42	..	1,280	54	6,773	..	..	..	..	..
		107	6	..	650	..	2,475	..	..	..	..	..
		30	26	..	780	54	6,773	89	..	3,700	..	..
		38	..	26	1,000	..	5,516	..	26	....	..	1,000
	30	21	..	645	54	6,773	21	..	645	..	..
	30	..	10	300	54	6,773	..	10	....	..	300	
	39	36	..	1,390	..	5,395	36	..	1,390	..	..
	430	..	2	970	..	1,173	..	2	....	..	970	
	30	16	..	490	54	6,773	16	..	490	..	..
	Level	..	..	120	..	800	..	..	....	120	..	
	30	57	..	1,730	54	6,773	57	..	1,730	..	..
	450	..	1	450	..	1,198	..	1	....	..	450	
	31	22	..	690	..	5,581	22	..	690	..	....
	12	Level	..	280	..	800	..	..	....	280	....	
	60	9	..	545	..	3,787	9	..	545	..	..
	Level	..	..	725	..	800	..	..	....	725	..	
	49	15	..	730	..	4,457	..	..	..	..	..
	72	22	..	1,600	..	3,289	..	..	..	..	..
	30	59	..	1,760	54	6,773	..	..	..	..	..
	132	4	..	565	..	2,157	..	..	..	..	..
	30	47	..	1,410	54	6,773	147	..	6,065	..	..
	30	..	10	290	54	6,773	..	10	....	..	290	
	30	21	..	620	54	6,773	21	..	620	..	..
	320	..	3	960	..	1,360	..	3	....	..	960	
	41	36	..	1,500	..	5,171	..	..	..	..	..
	30	48	..	1,440	54	6,773	84	..	2,940	..	..
	Level	..	..	500	..	800	..	..	....	500	..	
	30	136	..	4,090	54	6,773	136	..	4,090	..	..

GREAT WESTERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF RACH ASCENT OR DESCENT IN FEET.	No. OF HORSES	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			No. OF STAGES.
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Eighteen Mile Hollow.	Miles.	142	..	6	790	..	2,062	..	6	790	2
		30	31	..	930	54	6,773	31	..	930	..	..
		30	..	14	415	54	6,773	..	14	..	..	415
		64	5	..	325	..	3,600	..	..	..	..	..
		30	13	..	400	54	6,773	18	..	725	..	..
		16	97	..	20	1,950	..	2,647	..	20	..	1,950	
		57	16	..	910	..	3,944	..	..	..	..	..
		17	30	223	..	6,695	54	6,773	239	7,605	..	..
		Level	..	..	890	..	800	..	..	..	890	..
		18	40	35	..	1,400	..	5,250	..	..	..	..
		30	17	..	530	54	6,773	52	..	1,930	..	..
		Level	..	..	990	..	800	..	..	..	990	..
		19	30	156	..	4,690	54	6,773	156	..	4,690	..	
		218	..	5	1,090	..	1,622	..	5	..	..	1,090
		160	4	..	645	..	1,920	..	..	..	..	..
		30	29	..	870	54	6,773	33	..	1,515	..	..
		30	..	13	400	54	6,773	..	13	..	..	400
		30	35	..	1,050	54	6,773	35	..	1,050	..	..
		Level	..	..	200	..	800	..	..	..	200	..
		20	30	67	..	2,000	54	6,773	67	..	2,000	..	
	30	..	24	735	54	6,773	..	24	..	..	735	
	21	30	140	..	4,200	54	6,773	..	..	..	..
	87	11	..	970	..	2,860	..	..	..	..	..
	30	55	..	1,665	54	6,773	..	..	..	..	..
	22	82	22	..	1,800	..	2,985	228	..	8,635	..		
Blue Mountain Inn.		58	..	15	865	..	3,889	..	15	..	..	865
		30	25	..	750	54	6,773	25	..	750	..	..
		Level	..	..	870	..	800	..	..	..	870	..
		23	30	135	..	4,040	54	6,773	135	..	4,040	..	
		Level	..	..	1,280	..	800	..	..	..	1,280	..
		24	30	65	..	1,940	54	6,773	65	..	1,940	..	
		30	..	18	530	54	6,773	..	18	..	..	530
		66	24	..	1,590	..	3,515	..	..	..	..	..
		25	30	110	..	3,300	54	6,773	134	..	4,890	..	
		Level	..	..	1,290	..	800	..	..	..	1,290	..
	30	75	..	2,250	54	6,773	75	..	2,250	..	..
	Level	..	..	500	..	800	..	..	..	500	..	
King's Table Land.		26	30	68	..	2,050	54	6,773	68	..	2,050	..	
		Level	..	..	520	..	800	..	..	..	520	..
		27	30	165	..	4,965	54	6,773	..	..	..	..
		129	10	..	1,290	..	2,189	..	..	..	..	..
		237	7	..	1,650	..	1,556	182	..	7,915	..	..
		30	..	19	570	54	6,773	..	19	..	..	570
		Level	..	..	840	..	800	..	..	..	840	..
		30	15	..	450	54	6,773	15	..	450	..	..
		81	..	11	890	..	3,012	..	11	..	..	890
		30	16	..	490	54	6,773	16	..	490	..	..
	Level	..	..	230	..	800	..	..	..	230	..	
Weatherboard.		30	69	..	2,065	54	6,773	69	..	2,065	..	..
		Level	..	..	120	..	800	..	..	..	120	..
		30	19	..	565	54	6,773	19	..	565	..	..
		29	44	..	270	..	4,873	..	6	..	..	270
		30	32	..	970	54	6,773	32	..	970	..	..
		Level	..	..	275	..	800	..	..	..	275	..
		30	87	..	2,625	54	6,773	87	..	2,625	..	..
		Level	..	..	1,280	..	800	..	..	..	1,280	..
		30	69	..	2,060	54	6,773	69	..	2,060	..	..
		88	..	7	615	..	2,836	..	7	..	..	615
	31	30	125	..	3,760	54	6,773	125	..	3,760	..		
	30	..	12	350	54	6,773	..	12	..	..	350	
	261	6	..	1,575	..	1,486	..	..	..	..	..
	32	30	108	..	3,260	54	6,773	114	..	4,835	..		
	39	..	17	675	..	5,395	..	17	..	..	675	
	30	28	..	845	54	6,773	28	..	845	..	..
	30	..	31	925	54	6,773	..	31	..	..	925	
	33	46	66	..	3,050	..	4,696	66	..	3,050	..		
	30	..	12	375	54	6,773	..	12	..	..	375	
	30	42	..	1,250	54	6,773	42	..	1,250	..	..
	30	..	10	320	54	6,773	..	10	..	..	320	
	Level	..	..	155	..	800	..	..	..	155	..	
	34	30	..	655	54	6,773	..	22	..	..	655	
	Level	..	..	790	..	800	..	..	..	790	..	
	30	30	..	910	54	6,773	30	..	910	..	..
Pulpit Hill.		30	..	83	980	54	6,773	..	33	..	..	980
		Level	..	..	440	..	800	..	..	..	440	..
		30	..	26	790	54	6,773	..	26	..	..	790
		30	52	..	1,560	54	6,773	52	..	1,560	..	..
		37	..	26	960	..	5,643	..	26	..	..	960
		30	51	..	1,635	54	6,773	54	..	1,635	..	..
		30	..	25	750	54	6,773	..	25	..	..	750
		34	63	..	2,160	..	6,070	63	..	2,160	..	..
		36	30	..	25	760	54	6,773	..	..	..	..
		193	..	7	1,350	..	1,728	..	32	..	..	2,110
	85	17	..	930	..	4,058	17	..	930	..	..
	46	..	13	600	..	4,696	..	..	..	..	..
	30	..	31	920	54	6,773	..	44	..	..	1,520	
	30	..	11	340	54	6,773	11	..	340	..	..

GREAT WESTERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.	
Blackheath.	Miles.	30	..	10	300	54	6,773	..	10	300	4
		30	23	..	700	54	6,773	23	..	700	..	980	
	37	490	..	2	980	..	1,166	..	2	980	
		30	20	..	615	54	6,773	20	..	615	
		Level	795	..	800	795	..	
		42	27	..	1,150	..	5,067	27	..	1,150	
	38	96	..	34	3,270	..	2,667	..	34	3,270	
		30	78	..	2,350	54	6,773	78	..	2,350	
		30	..	44	1,330	54	6,773	..	44	1,330	
	39	62	7	..	435	..	3,690	7	..	435	
		Level	2,425	..	800	2,425	..	
		55	20	..	1,110	..	4,058	20	..	1,110	
		55	..	10	555	..	4,058	..	10	555	
		64	9	..	580	..	3,600	9	..	580	
	40	108	..	10	1,080	..	2,459	..	10	1,080	
Shepherd's Toll Bar.		72	18	..	1,290	..	3,289	
		160	11	..	1,760	..	1,919	29	..	3,050	
		500	..	2	1,000	..	1,158	
41	30	..	65	1,960	54	6,773	..	..	....	..	..
	192	..	7	1,275	..	1,785	..	..	....	..	..
42	30	..	60	1,800	54	6,773	..	134	....	..	6,035
	30	17	..	510	54	6,773	17	..	510	..	..
	30	..	36	1,075	54	6,773	..	..	....	..	..
	64	..	22	1,410	..	3,600	..	58	....	..	2,485
Darling's Causeway.	43	Level	240	..	800	240	..	
		30	66	..	1,980	54	6,773	66	..	1,980	
		Level	1,000	..	800	1,000	..	
		30	35	..	1,040	54	6,773	35	..	1,040	
		44	..	9	395	..	4,873	..	9	395	
	44	Level	360	..	800	360	..	
		49	..	32	1,540	..	4,533	..	32	1,540	
		Level	265	..	800	265	..	
		36	..	36	1,810	..	5,778	..	36	1,810	
		Level	865	..	800	865	..	
45	38	43	..	1,665	..	5,516	..	..	....	..	..
	142	37	..	5,260	..	2,062	80	..	6,925	..	..
	69	..	26	1,805	..	3,397	..	26	....	..	1,805
46	30	28	..	830	54	6,773	28	..	830	..	..
	Level	..	..	580	..	800	..	..	....	580	..
	30	..	35	1,050	54	6,773	..	35	....	..	1,050
	Level	..	..	610	..	800	..	..	....	640	..
	30	..	76	2,295	54	6,773	..	76	....	..	2,295
	30	13	..	390	54	6,773	13	..	390	..	..
47	41	..	18	740	..	5,171	..	16	....	..	740
	30	22	..	660	54	6,773	22	..	660	..	..
	30	..	43	1,280	54	6,773	..	43	....	..	1,280
	30	71	..	2,140	54	6,773	71	..	2,140	..	..
	30	..	32	950	54	6,773	..	32	....	..	980
48	30	63	..	1,880	54	6,773	..	..	....	..	..
	46	14	..	640	..	4,696	77	..	2,520	..	..
	30	..	35	1,060	54	6,773	..	35	....	..	1,060
49	30	97	..	2,910	54	6,773	97	..	2,910	..	..
	66	..	12	670	..	4,000	..	12	....	..	670
	36	25	..	900	..	5,778	25	..	900	..	..
	Level	..	..	290	..	800	..	..	....	290	..
	30	16	..	490	54	6,773	..	..	....	..	..
	70	2	..	130	..	3,360	18	..	620	..	..
50	30	..	32	960	54	6,773	..	32	....	..	960
	60	25	..	1,265	..	4,384	25	..	1,265	..	..
	30	..	13	400	54	6,773	..	13	....	..	400
	30	66	..	1,975	54	6,773	66	..	1,975	..	..
	30	..	25	755	54	6,773	..	25	....	..	755
51	30	85	..	2,550	54	6,773	..	..	....	..	..
	1,060	1	..	1,060	..	969	66	..	3,610	..	..
	40	..	12	480	..	5,280	..	12	....	..	480
	30	46	..	1,380	54	6,773	46	..	1,380	..	..
	20	..	77	1,550	78	9,760	..	..	....	..	..
52	116	..	6	695	..	2,344	..	..	....	..	..
	20	..	134	2,675	78	9,760	..	..	....	..	7,865
53	66	..	45	2,945	..	3,515	..	262	....	..	..
	Level	..	..	265	..	800	..	..	....	265	..
54	30	337	..	10,110	54	6,773	337	..	10,110	..	..
55	Level	..	..	300	..	800	..	..	....	300	..
	35	..	97	3,990	..	5,920	..	97	....	..	3,390
56	Level	..	..	395	..	800	..	..	....	395	..
	20	..	244	4,875	78	9,760	..	244	....	..	4,875
57	Level	..	..	795	..	800	..	..	....	795	..
58	20	..	296	5,915	78	9,760	..	..	....	..	..
	65	..	23	1,560	..	3,435	..	..	....	..	..
	152	..	10	1,530	..	1,979	..	..	....	..	..
	61	..	20	1,220	..	3,738	..	..	....	..	..
59	146	..	46	6,715	..	2,027	..	395	....	..	16,940
60	102	10	..	1,025	..	2,557	10	..	1,025	..	..
	680	..	2	1,360	..	1,062	..	..	....	..	..
	30	..	27	810	54	6,773	..	..	....	..	..
61	218	..	20	4,275	..	1,642	..	49	....	..	6,445

GREAT WESTERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRA-DIENT IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF HORSES.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAGES.
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Lithgow's Valley.	62	197	8	..	1,570	..	1,710	8	..	1,570	6
		233	..	8	1,865	..	1,569	
	30	..	24	715	64	6,773	..	32	....	..	2,580
	Level	..	..	500	..	800	..	..	....	500	..
	63	159	4,775	54	6,773	
		138	6	..	830	..	2,098	165	..	5,605	
	40	..	36	1,455	42	6,280	..	..	..	..	..
	227	..	14	3,175	..	1,689	..	..	..	..	..
	65	62	..	48	2,965	..	3,690	..	98	7,595	
	Level	..	..	455	..	800	..	..	....	455	..
	66	30	199	..	5,980	54	6,773	199	..	5,980	
		45	..	42	1,905	..	4,782	
20	..	219	..	4,375	78	9,760	..	..	..	..	..
32	..	21	..	760	..	6,400	..	..	..	..	..
68	61	..	55	3,520	29	3,600	..	340	....	..	10,560
	Level	..	..	695	..	800	..	..	....	695	..
80	35	..	..	2,805	..	3,040	..	..	....	..	..
37	48	..	..	1,795	..	5,643	83	..	4,600	..	..
Level	..	..	39	605	..	800	..	..	....	605	..
31	..	..	..	1,200	53	6,581	..	39	....	..	1,200
Level	..	..	..	2,955	..	800	..	..	....	2,955	..
103	55	..	..	5,670	..	2,540	..	..	....	..	..
80	40	..	..	3,190	..	3,040	..	..	....	..	..
46	66	..	..	3,060	..	4,696	..	..	....	..	..
30	118	..	..	3,555	54	6,773	279	..	15,475	..	....
Level	..	..	..	800	..	800	..	..	....	800	..
30	47	..	..	1,410	54	6,773	47	..	1,410	..	..
90	..	150	..	13,535	..	2,791	..	150	....	..	13,535
Level	..	..	..	1,545	..	800	..	..	....	1,545	..
30	29	..	..	880	54	6,773	29	..	880	..	..
30	..	91	..	2,730	54	6,773	..	91	....	..	2,730
Level	..	..	..	735	..	800	..	..	....	735	..
54	..	30	..	1,620	33	4,118	..	..	....	..	..
30	..	38	..	990	54	6,773	..	..	....	..	..
64	..	85	..	5,450	29	3,600	..	148	....	..	8,600
Level	..	..	..	1,615	..	800	..	..	....	1,615	..
109	..	22	..	2,400	..	2,444	..	22	....	..	2,400
Level	..	..	..	1,470	..	800	..	..	....	1,470	..
154	..	7	..	1,075	..	1,964	..	..	....	..	..
30	..	24	..	725	54	6,773	..	..	....	..	..
110	..	16	..	1,765	..	2,429	..	..	....	..	..
30	..	15	..	455	54	6,773	..	62	....	..	4,020
Level	..	..	..	1,175	..	800	..	..	....	1,175	..
100	..	24	..	2,420	..	2,592	..	24	....	..	2,420
Level	..	..	..	760	..	800	..	..	....	760	..
32	8	..	..	250	..	6,400	8	..	250	..	..
30	..	24	..	730	54	6,773	..	..	....	..	..
164	..	21	..	3,510	..	1,893	..	45	....	..	4,240
30	14	..	..	405	54	6,773	14	..	405	..	545
30	..	18	..	545	54	6,773	..	18	....	..	..
41	14	..	..	590	..	5,171	14	..	590	..	..
30	..	9	..	270	54	6,773	..	9	....	..	270
40	25	..	..	1,020	42	5,280	25	..	1,020	..	..
36	..	20	..	940	..	5,778	..	..	....	..	..
30	..	30	..	900	54	6,773	..	56	....	..	1,840
Level	..	..	..	780	..	800	..	..	....	780	..
125	..	11	..	1,400	..	2,234	..	..	....	..	..
30	..	21	..	630	54	6,773	..	..	....	..	..
90	..	31	..	2,795	..	2,791	..	..	....	..	..
120	..	26	..	3,125	..	2,293	..	..	....	..	..
128	..	40	..	5,150	..	2,200	..	129	....	..	13,100
Level	..	..	..	745	..	800	..	..	....	745	..
135	..	30	..	4,045	..	2,127	..	30	....	..	4,045
230	17	..	..	3,915	..	1,579	17	..	3,915	..	..
30	..	32	..	960	54	6,773	..	32	....	..	960
30	54	..	..	1,625	54	6,773	54	..	1,625	..	..
Level	..	..	..	350	..	800	..	..	....	350	..
30	25	..	..	745	54	6,773	25	..	745	..	..
64	..	7	..	455	29	3,600	..	7	....	..	455
30	16	..	..	480	54	6,773	16	..	480	..	..
30	..	21	..	640	54	6,773	..	21	....	..	640
Level	..	..	..	890	..	800	..	..	....	890	..
30	..	16	..	480	54	6,773	..	16	....	..	480
Level	..	..	..	1,055	..	800	..	..	....	1,055	..
30	13	..	..	375	54	6,773	13	..	375	..	..
33	..	14	..	475	52	6,230	..	14	....	..	475
Level	..	..	..	1,050	..	800	..	..	....	1,050	..
30	..	14	..	415	54	6,773	..	..	....	..	..
62	..	27	..	1,670	..	3,690	..	41	....	..	2,085
30	34	..	..	1,015	54	6,773	34	..	1,015	..	..
30	..	16	..	490	54	6,773	..	16	....	..	490
30	10	..	..	315	54	6,773	10	..	315	..	..
30	..	36	..	1,080	54	6,773	..	36	....	..	1,080
Level	..	..	..	680	..	800	..	..	....	680	..
77	..	7	..	540	..	3,127	..	..	....	..	..
36	..	14	..	510	..	5,778	..	21	....	..	1,050
Level	..	..	..	1,560	..	800	..	..	....	1,560	..

GREAT WESTERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT IN IN.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	No. of Rails.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF.			No. of STONES.		
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.			
Bathurst Plains.	91	30	16	..	490	54	6,773	..	..	....	..	....	8		
		383	3	..	1,150	..	1,268	19	..	1,640	..	..		565	
	30	..	19	..	565	54	6,773	..	19	....	..	..		565	
	30	17	..	500	54	6,773	17	..	500	..	..	..		510	
	30	..	17	..	510	54	6,773	..	17	....	..	..		510	
	30	47	..	1,425	54	6,773	47	..	1,425	..	..	..		470	
	30	..	16	..	470	54	6,773	..	16	....	..	..		470	
	Level	..	..	..	810	..	800	..	..	....	810	..		..	..
	50	..	8	..	400	..	4,384	..	..	....	..	..		..	1,140
	740	..	1	..	740	..	1,042	..	9	....	..	..		..	1,140
	30	27	..	810	54	6,773	27	..	810	..	..	..		1,410	
	128	..	11	..	1,410	..	2,200	..	11	....	..	..		1,410	
	412	2	..	825	..	825	1,235	2	..	825	..	..		..	300
	30	..	10	..	300	54	6,773	..	10	....	..	..		..	300
	30	20	..	590	54	6,773	20	..	590	..	..	..		..	590
	Level	..	..	..	580	..	800	..	..	....	580	..		..	..
	30	13	..	405	54	6,773	13	..	405	..	..	..		..	1,305
	30	..	43	..	1,305	54	6,773	..	43	....	..	..		..	1,305
	30	57	..	1,705	54	6,773	57	..	1,705	..	..	..		..	1,705
	30	..	39	..	1,180	54	6,773	..	39	....	..	..		..	1,180
	117	9	..	1,050	..	1,050	2,332	..	..	....	..	..		..	1,610
	47	12	..	560	..	560	4,613	21	..	1,610	..	..		..	2,020
	59	..	12	..	715	..	3,837	..	..	....	..	..		..	2,020
	130	..	10	..	1,305	..	2,178	..	22	....	..	..		..	2,020
	75	4	..	300	..	300	3,189	..	..	....	..	..		..	1,440
	30	38	..	1,140	54	6,773	42	..	1,440	..	..	..		..	1,440
	30	..	39	..	1,155	54	6,773	..	39	....	..	..		..	1,155
	168	3	..	505	..	505	1,867	3	..	505	..	..		..	735
	50	..	14	..	735	..	4,384	..	14	....	..	..		..	735
	34	14	..	505	..	505	6,070	14	..	505	..	..		..	870
	30	..	29	..	870	54	6,773	..	29	....	..	..		..	870
	30	13	..	395	54	6,773	13	..	395	..	..	..		..	395
	150	..	3	..	450	..	1,995	..	..	....	..	..		..	1,400
	30	..	32	..	950	54	6,773	..	35	....	..	..		..	1,400
	30	21	..	640	54	6,773	21	..	640	..	..	..		..	640
	215	..	1	..	220	..	1,683	..	..	....	..	..		..	1,760
	30	..	51	..	1,540	54	6,773	..	51	....	..	..		..	1,760
	109	11	..	1,205	..	1,205	2,444	11	..	1,205	..	..		..	1,005
	30	..	33	..	1,005	54	6,773	..	33	....	..	..		..	1,005
	30	23	..	700	54	6,773	23	..	700	..	..	..		..	700
	30	..	19	..	570	54	6,773	..	19	....	..	..		..	570
	30	18	..	560	54	6,773	18	..	560	..	..	..		..	560
	30	..	71	..	2,135	54	6,773	..	71	....	..	..		..	2,135
	30	258	..	7,740	54	6,773	258	..	7,740	..	..	..		..	7,740
	30	..	108	..	3,250	54	6,773	..	108	....	..	..		..	3,250
	139	6	..	830	..	830	2,089	6	..	830	..	..		..	830
	30	..	112	..	3,350	54	6,773	..	112	....	..	..		..	3,350
	30	150	..	4,510	54	6,773	150	..	4,510	..	..	..		..	4,510
	30	..	64	..	1,925	54	6,773	..	68	....	..	..		..	2,580
	164	..	4	..	655	..	1,892	..	..	....	..	..		..	2,580
	30	12	..	370	54	6,773	12	..	370	..	..	..		..	370
	30	..	61	..	1,825	54	6,773	..	..	....	..	..		..	1,825
	82	..	5	..	410	..	2,985	..	..	....	..	..		..	2,985
	30	..	27	..	800	54	6,773	..	93	....	..	..		..	800
	Level	..	..	..	625	..	800	..	..	....	625	..		..	625
	83	22	..	1,835	..	1,835	2,959	22	..	1,835	..	..		..	1,835
	69	..	15	..	1,050	..	3,397	..	..	....	..	..		..	3,397
	47	..	62	..	2,900	..	4,613	..	77	....	1,875	..		..	3,950
	Level	..	..	..	1,875	..	800	..	..	....	1,875	..		..	1,875
	51	..	41	..	2,110	..	4,314	..	..	....	..	..		..	4,314
	117	..	13	..	1,535	..	2,332	..	..	....	..	..	..	2,332
	82	..	11	..	910	..	2,985	..	..	....	..	..	..	2,985
	30	..	39	..	1,175	54	6,773	..	104	....	..	..	..	1,175
	Level	..	..	..	510	..	800	..	..	....	510	..	..	510
	30	36	..	1,080	54	6,773	36	..	1,080	..	..	..	..	1,080
	59	31	..	2,010	..	2,010	3,837	70	..	3,090	..	..	..	3,090
	Level	..	..	..	555	..	800	..	..	....	555	..	..	555
	30	35	..	1,055	54	6,773	35	..	1,055	..	..	..	..	1,055
	99	9	..	890	..	890	2,610	44	..	1,945	..	..	..	1,945
	30	..	7	..	220	54	6,773	..	7	....	..	..	..	220
	Level	..	..	..	340	..	800	..	..	....	340	..	..	340
	30	19	..	580	54	6,773	19	..	580	..	..	..	..	580
	60	3	..	175	..	175	3,787	..	..	....	..	..	..	3,787
	30	14	..	420	54	6,773	36	..	1,175	..	..	..	..	1,175
	52	..	7	..	365	..	4,246	..	7	....	..	..	..	365
	30	27	..	810	54	6,773	27	..	810	..	..	..	..	810
	46	15	..	690	..	690	4,696	..	..	....	..	..	..	4,696
	30	40	..	1,215	54	6,773	40	..	1,215	..	..	..	..	1,215
	70	..	3	..	210	..	3,360	..	..	....	..	..	..	3,360
	30	..	76	..	2,270	54	6,773	..	79	....	..	..	..	2,270
	Level	..	..	..	400	..	800	..	..	....	400	..	..	400
	33	..	46	..	1,505	..	6,230	..	..	....	..	..	..	6,230
	30	..	66	..	1,975	54	6,773	..	..	....	..	..	..	1,975
	250	..	3	..	750	..	1,517	..	..	....	..	..	..	1,517
	39	..	81	..	3,146	..	5,395	..	196	....	..	..	..	5,395
	242	2	..	485	..	485	1,540	2	..	485	..	..	..	1,540
	60	..	90	..	5,380	30	3,787	..	..	....	..	..	..	3,787
	138	..	11	..	1,520	..	2,098	..	101	....	..	..	..	2,098
	Level	..	..	..	4,158	..	800	..	..	....	4,150	..	..	800

APPENDIX.

GREAT SOUTHERN RAILWAY. PICTON TO GOULBURN. GRADIENTS.

NOTES.—In the column headed "No. of Horses," is shown the number of horses required to haul 80 tons over the maximum gradient at the rate of 3 miles per hour. The figures in the column headed "Tractive Force in Pounds" show the tractive force in pounds required to overcome gravitation and friction for the maximum gradient for 80 tons. Friction taken at 10 pounds per ton in all cases. The dimensions are given in feet.

NAME OF PLACE.	LENGTH, Miles.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	No. of Horses.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			No. of STAGES.
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Picton.	1	41	73	..	2,980	73	..	2,980	1
		Level	1,045	1,045	..	
	2	640	3	..	2,030	
		30	89	..	2,680	54	6,773	
	3	52	29	..	1,520	
		40	205	..	8,200	
	4	220	14	..	3,095	
		59	54	..	3,195	
	5	62	..	10	610	394	..	20,720	
		40	69	..	2,750	10	610	
6	281	8	..	2,260	..	....	..	..	..	..	..
	41	28	..	1,160	..	....	..	..	..	..	..
7	95	17	..	1,625	..	....	..	..	..	..	..
	40	39	..	1,565	..	....	..	..	..	..	..
8	82	13	..	1,060	..	....	..	..	..	..	..
	40	56	..	2,255	..	....	..	..	..	..	..
9	355	5	..	1,790	..	....	..	..	..	..	..
	40	59	..	2,355	..	....	..	..	..	..	..
Bargo Brush.	10	567	3	..	1,710	
		40	108	..	4,320	405	..	22,850	
	11	Level	345	345	..	
		47	..	10	471	10	
	12	42	22	..	950	471	
		41	..	32	1,334	22	..	950	
	13	57	36	..	2,050	32	1,334	
		52	..	10	620	36	..	2,050	
	14	52	21	..	1,090	10	520	
		Level	620	21	..	1,090	
15	42	..	10	420	..	....	..	..	..	620	..
	41	36	..	1,465	..	....	..	10	..	..	420
16	271	7	..	1,910	..	....	..	..	..	..	..
	72	25	..	1,815	..	....	..	..	..	..	..
17	319	8	..	2,560	..	....	..	..	..	..	..
	70	13	..	925	..	....	80	..	8,675	..	..
18	Level	..	..	855	..	....	..	..	..	855	..
	184	11	..	2,030	..	....	..	..	..	..	..
19	81	218	..	6,745	..	....	..	..	..	..	..
	57	13	..	765	..	....	..	..	..	..	..
20	30	283	..	8,485	54	6,773	525	..	18,025	..	..
	Level	..	..	925	..	....	..	..	..	925	..
21	40	23	..	915	..	....	23	..	915	..	..
	Level	..	..	1,310	..	....	..	..	..	1,310	..
22	58	..	13	760	..	....	..	..	..	..	..
	30	..	162	4,880	54	6,773	..	175	..	..	5,640
23	Level	..	..	800	..	....	..	..	..	800	..
	30	173	..	5,210	54	6,773	..	..	..	..	..
24	110	37	..	4,100	..	....	..	..	..	..	..
	Level	..	..	2,145	..	....	210	..	9,310	..	..
25	40	..	140	5,595	..	....	..	..	..	2,145	..
	Level	..	..	1,080	..	....	..	140	..	..	5,595
26	90	..	17	1,640	..	....	..	..	..	1,080	..
	Level	..	..	725	..	....	..	17	..	..	1,640
27	68	41	..	2,515	..	....	..	..	..	725	..
	40	101	..	4,050	..	....	..	..	..	..	..
28	Level	..	..	1,800	..	....	142	..	6,865	..	..
	42	..	35	1,495	..	....	..	35	..	1,800	..
29	64	32	..	2,075	..	....	..	..	..	700	..
	369	..	8	2,960	..	....	32	..	2,075	..	..
30	48	57	..	2,520	..	....	..	8	..	..	2,960
	40	..	21	840	42	5,280	57	..	2,520	..	840		
31	Level	..	..	1,820	..	....	..	21	..	..	..
	42	43	..	310	..	....	43	..	1,820	..	..
32	40	36	..	1,455	42	5,280	..	..	..	310	..
	84	50	..	4,190	..	....	..	..	..	..	..
33	Level	..	..	520	..	....	86	..	5,645	..	..
	40	..	27	1,070	42	5,280	..	..	..	520	..
34	350	6	..	2,095	..	....	..	27	..	..	1,070
	81	..	16	1,805	..	....	6	..	2,095	..	..
35	190	6	..	1,125	..	....	..	16	..	..	1,805
	80	..	23	1,845	..	....	6	..	1,125	..	..
36	318	..	6	1,905	..	....	..	..	..	..	..
	41	11	..	450	..	....	..	29	..	..	3,750
37	50	..	21	1,040	..	....	..	21	..	450	..
	40	13	..	520	42	5,280	..	..	..	..	1,040
38	454	..	5	2,270	..	....	13	..	520	..	..
	43	..	18	780	..	....	..	23	..	..	3,050
39	Level	..	..	2,970	..	....	..	..	..	2,970	..
	43	18	..	775	..	....	18	..	775	..	..
40	40	..	12	480	42	5,280	..	12	..	..	480
	Level	..	..	3,030	..	....	..	..	..	3,030	..
41	40	14	..	560	..	....	..	..	..	..	..
	222	..	3	660	42	5,280	14	..	560	..	..

GREAT SOUTHERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH	GRADIENT IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	NO. OF MILES.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			NO. OF STAIRS.
			Ascent.	Descent				Ascent.	Descent	Ascents.	Level.	Descents.	
Sutton Forest.	Miles.	42	..	12	525	..	..	15	..	1,185	3
		42	17	..	710	..	..	17	..	710	..
		Level	..	..	2,285	..	..	..	..	2,285	..
		185	..	5	925	..	..	5	..	925	..
		82	15	..	1,230	..	..	15	..	1,230	..
		Level	..	..	1,275	..	..	..	..	1,275	..
		108	26	..	2,810	..	..	26	..	2,810	..
		33	Level	..	770	..	..	..	..	770	..
		40	..	25	1,010	42	5,280	..	25	..	1,010	..	
		34	60	67	4,015	..	..	104	..	5,605	..
Paddy's River Range.		40	37	..	1,490	..	..	..	..	..	..
		35	41	..	4,680	..	..	..	..	..	..
		98	..	30	2,975	..	..	144	..	7,655	..
		Level	..	..	370	..	..	..	..	370	..
		159	10	..	1,600	..	..	..	..	..	..
		36	40	23	940	42	5,280	33	..	2,540	..		
			43	..	800	18	..	800	..	
			41	28	1,165	..	..	28	..	1,165	..
			256	..	1,290	6	..	1,290	..	
		37	40	105	..	4,210	42	5,280	..	..	..
			528	2	..	1,070	..	..	..	..	..
		38	40	78	..	3,135	42	5,280	185	..	8,415	..	
			58	..	22	1,325	22	..	1,325	..	
		39	113	14	..	1,585	14	..	1,585	..	
			Level	260	260	..	
			137	..	14	1,925	14	..	1,925	..	
			Level	1,415	1,415	..	
		40	100	..	21	2,085	21	..	2,085	..	
			300	8	..	2,405	8	..	2,405	..	
		41	40	..	46	1,875	42	5,280	..	46	..	1,875	
			Level	620	620	..	
			41	..	16	650	16	..	650	
			Level	345	345	..	
			40	..	35	1,405	42	5,280	..	35	..	1,405	
			41	26	..	1,060	26	..	1,060	..	
			40	..	21	830	42	5,280	..	21	..	830	
		42	40	30	..	1,180	42	5,280	30	..	1,180	..	
			40	..	11	445	42	5,280	
			340	..	4	1,355	
			40	..	38	1,510	42	5,280	..	53	..	3,310	
	43	Level	..	..	1,975	..	..	..	..	1,975	..
		40	..	26	1,060	42	5,280	..	26	..	1,060		
		Level	..	..	630	..	..	..	..	630	..
	44	40	..	40	1,605	42	5,280	..	40	..	1,605		
		Level	..	..	1,605	..	..	..	..	1,605	..
		40	..	41	1,660	42	5,280	..	41	..	1,660		
		40	22	..	880	42	5,280	22	..	880	..		
		Level	..	..	395	..	..	..	..	395	..
		43	..	35	1,500	..	..	..	35	..	1,500
	45	Level	..	..	3,320	..	..	..	..	3,320	..
		41	51	..	2,085	..	..	51	..	2,085	..
	46	Level	..	..	785	..	..	..	..	785	..
		45	..	10	445	..	..	..	10	..	445
		1,805	2	..	3,620	..	..	..	..	..	..
		40	16	..	660	42	5,280	18	..	4,280	..		
	47	41	..	47	1,940	..	..	..	47	..	1,940
		43	18	..	770	..	..	18	..	770	..
		41	..	14	590	..	..	..	..	..	..
		147	..	6	890	..	..	..	20	..	1,480
		48	21	..	855	..	..	..	..	..	..
		93	7	..	655	..	..	28	..	1,510	..
	48	40	..	39	1,540	42	5,280	..	39	..	1,540		
		Level	..	..	1,040	..	..	..	..	1,040	..
		46	33	..	1,750	..	..	38	..	1,750	..
	49	Level	..	..	970	..	..	..	..	970	..
		41	45	..	1,850	..	..	45	..	1,850	..
		87	..	19	1,675	..	..	..	19	..	1,675
		124	11	..	1,390	..	..	11	..	1,390	..
	50	Level	..	..	1,960	..	..	..	..	1,960	..
		50	..	15	780	..	..	..	15	..	780
		Level	..	..	2,135	..	..	..	..	2,135	..
	51	104	13	..	1,350	..	..	..	..	..	..
		68	14	..	980	..	..	27	..	2,330	..
		Level	..	..	1,320	..	..	..	..	1,320	..
		112	5	..	560	..	..	..	..	..	..
		40	40	..	1,620	42	5,280	45	..	2,180	..		
	52	81	..	21	1,705	..	..	..	21	..	1,705
		61	17	..	1,050	..	..	..	..	..	..
		53	19	..	1,005	..	..	36	..	2,055	..
	53	40	..	44	1,725	42	5,280	..	..	..	..
		60	..	29	1,750	..	..	..	147	..	6,425
		40	..	74	2,950	42	5,280	..	..	..	260
		Level	..	..	260	..	..	..	..	..	..
	54	41	16	..	600	..	..	16	..	600	..
		41	..	28	1,150	..	..	..	26	..	1,150
		89	11	..	980	..	..	11	..	980	..
		41	..	22	990	..	..	..	..	..	..

APPENDIX.

GREAT SOUTHERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	N.O. OF HORSES.	TRACTION FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			N.O. OF STAGES.
			Ascent.	Descent				Ascent.	Level.	Descents.			
Barber's Creek.	Miles.	240	..	2	480	24	1,470	5	
	55	Level	1,215	1,215	..		
	56	99	..	25	2,500		
	219	..	28	6,190		
	41	..	15	620		
	250	..	2	495	70	9,805		
	43	17	..	740	740		
	57	43	..	17	725	17	725		
	Level	230	230		
	44	14	..	625	14	625		
	82	..	31	2,550	31	2,550		
	58	42	10	..	415	10	415		
	80	..	13	1,050	13	1,050		
	81	21	..	1,700	21	..	1,700	..		
	42	..	25	1,040	25	..	1,040		
Level	..	..	..	1,530	..	..	..	..	..	1,530
59	59	..	8	470	..	..	..	8	..	470
Level	..	..	..	1,570	..	..	..	..	..	1,570
60	50	10	..	500	..	..	..	10	..	500
Level	..	..	..	400	..	..	..	..	..	400
40	..	15	600	42	5,280	15	600		
Level	..	..	..	2,330	..	..	..	..	..	2,330
61	92	18	..	1,650	..	..	18	..	1,650	..	
Level	..	..	..	1,355	..	..	..	..	..	1,355
62	168	28	..	4,710	..	..	..	..	..	..
40	34	..	1,375	42	5,280	62	..	6,065	..	525			
Level	..	..	..	525	..	..	..	..	..	525
63	40	76	..	3,050	42	5,280	76	..	3,050	..			
41	..	20	830	..	..	..	..	..	..	830
Level	1,353	..	2	2,710	22	3,540		
45	11	..	505	..	..	..	11	..	505	..
40	..	26	1,040	42	5,280	..	26	..	..	1,040	
47	11	..	520	..	..	..	11	..	520	..
181	..	6	1,090	..	..	..	..	6	..	1,090
70	9	..	630	..	..	..	9	..	630	..
Level	..	..	..	1,120	..	..	..	..	..	1,120
64	146	5	..	730	..	..	..	..	..	730
40	16	..	645	42	5,280	..	..	..	..	645
99	10	..	990	..	..	..	..	..	..	990
42	18	..	550	..	..	44	..	2,915	..	..	
Level	..	..	..	655	..	..	..	..	..	655
65	85	12	..	1,020	..	..	..	..	..	1,020
42	21	..	885	..	..	..	..	..	..	885
77	12	..	925	..	..	45	..	2,830	..	..	
40	..	59	2,380	42	5,280	..	59	..	..	2,380	
57	14	..	790	..	..	14	..	790	..	..	
47	..	11	530	..	..	..	..	..	..	530
66	139	6	..	810	..	..	17	..	..	1,340
52	16	..	830	..	..	16	..	830	..	..	
43	..	17	740	..	..	..	..	..	..	740
110	..	12	1,325	..	..	..	29	..	..	2,065
Level	..	..	..	885	..	..	..	..	..	885
67	40	..	47	1,880	42	5,280	..	47	..	1,880			
Level	..	..	..	1,210	..	..	..	..	..	1,210
45	44	..	1,965	..	..	44	..	1,965	..	..	
68	44	..	35	1,545	..	..	..	..	..	1,545
67	..	19	1,280	..	..	..	..	..	..	1,280
40	..	38	1,535	42	5,280	..	92	..	..	4,360	
Level	..	..	..	1,515	..	..	..	..	..	1,515
69	59	39	..	2,315	..	..	39	..	2,315	..	
Level	..	..	..	965	..	..	..	..	..	965
70	40	..	26	1,050	42	5,280	..	26	..	1,050			
630	3	..	..	1,900	..	..	3	..	1,900	..
138	..	8	..	1,100	..	..	..	8	..	1,110
Level	..	..	..	425	..	..	..	..	..	425
40	21	..	835	42	5,280	21	..	835	..	..	
53	..	20	1,050	..	..	..	20	..	..	1,050
Level	..	..	..	1,370	..	..	..	..	..	1,370
71	44	27	..	1,180	..	..	27	..	1,180	..	
Level	..	..	..	1,200	..	..	..	..	..	1,200
41	..	17	700	..	..	..	17	..	..	700
Level	..	..	..	480	..	..	..	..	..	480
47	7	..	335	..	..	7	..	335	..	..	
Level	..	..	..	800	..	..	..	..	..	800
72	47	9	..	430	..	..	..	..	..	430
193	6	..	..	1,170	..	..	..	..	..	1,170
40	16	..	..	640	42	5,280	31	..	2,240	..	
Level	..	..	..	620	..	..	..	..	..	620
73	40	..	23	900	42	5,280	..	23	..	900			
Level	..	..	..	410	..	..	..	..	..	410
41	..	14	675	..	..	..	14	..	..	675
Level	..	..	..	195	..	..	..	..	..	195
40	17	..	..	680	42	5,280	..	..	..	680
255	6	..	..	1,280	..	..	22	..	1,960	..
62	..	20	..	1,250	..	..	..	20	..	1,250
Level	..	..	..	180	..	..	..	..	..	180
40	28	..	..	1,120	42	5,280	28	..	1,120	..	

GREAT SOUTHERN RAILWAY GRADIENTS—continued.

NAME OF PLACE.	LENGTH.	GRADIENT 1 IN.	RISE AND FALL OF		LENGTH OF EACH ASCENT OR DESCENT IN FEET.	No. of Hours.	TRACTIVE FORCE IN POUNDS.	TOTAL HEIGHTS OF		TOTAL LENGTHS OF			No. of STAGES.
			Ascent.	Descent.				Ascent.	Descent.	Ascents.	Level.	Descents.	
Cookboondoon Ranges.	74	40	..	16	630	42	5,280	..	16	630	7
		45	7	..	315	42	5,280	7	..	315	..	..
		40	..	10	425	42	5,280	..	10	....	..	425
		42	13	..	540	..	....	13	..	540	..	..
		41	..	9	365	..	....	..	9	....	..	365
		40	14	..	555	42	5,280	14	..	555	..	..
		40	..	18	720	42	5,280	..	18	....	..	720
Towrang.	75	45	12	..	545	..	....	12	..	545	..	..
		Level	..	..	550	..	....	..	..	..	550	..
		53	36	..	2,020	..	....	36	..	2,020	..	..
		40	..	33	1,340	42	5,280	..	33	....	..	1,340
		Level	..	..	3,185	..	....	..	..	..	3,185	..
		49	14	..	680	..	....	14	..	680	..	..
		40	..	11	430	42	5,280	..	11	....	..	430
		42	16	..	675	..	....	16	..	675	..	..
		56	..	15	850	..	....	..	15	....	..	850
		41	10	..	415	..	....	10	..	415	..	..
Goulburn.	76	275	2	..	545	..	....	12	..	960	..	..
		42	..	10	425	..	....	..	10	....	..	425
		46	10	..	460	..	....	10	..	460	..	..
		Level	..	..	710	..	....	..	..	..	710	..
		40	..	9	365	42	5,280	..	..	..	..	..
		333	..	6	2,010	..	....	..	27	....	..	3,375
		83	..	12	1,000	..	....	..	..	..	..	..
		48	15	..	725	..	....	15	..	725	..	..
		Level	..	..	510	..	....	..	..	..	510	..
		41	..	11	440	..	....	11	..	440	..	..
Goulburn.	77	40	..	19	750	42	5,280	..	19	....	..	750
		Level	..	..	1,900	..	....	..	..	..	1,900	..
		168	18	..	3,045	..	....	118	..	3,045	..	..
		119	..	7	840	..	....	..	7	....	..	840
		90	17	..	1,530	..	....	17	..	1,530	..	..
		707	..	3	2,120	..	....	..	..	..	..	..
		45	..	8	360	..	....	..	11	....	..	2,480
		41	22	..	900	..	....	22	..	900	..	..
		84	..	8	670	..	....	..	8	....	..	670
		41	23	..	940	..	....	23	..	940	..	..
Goulburn.	80	40	..	30	1,215	42	5,280	..	30	....	..	1,215
		Level	..	..	315	..	....	..	..	..	315	..
		41	17	..	695	..	....	17	..	695	..	..
		Level	..	..	1,135	..	....	..	..	..	1,135	..
								3,937	2,377	216,030	72,495	137,910	

Sydney: Thomas Richards, Government Printer.—1861.

[Price, 8d.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY OBSTRUCTION TO GAOL AND COURT HOUSE RESERVE, IN THE TOWN OF MAITLAND.

REPORT FROM THE SELECT COMMITTEE

ON

RAILWAY OBSTRUCTION TO GAOL AND COURT HOUSE RESERVE, IN THE TOWN OF MAITLAND ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
6 December, 1861.

SYDNEY :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

[Price, 5d.]

183-A

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 31. FRIDAY, 25 OCTOBER, 1861.

12. Railway obstruction to Gaol and Court House Reserve in the Town of Maitland :—Mr. Dickson moved, pursuant to notice,—
- (1.) That a Select Committee be appointed to inquire into and report upon the allegations contained in the Petition of the Inhabitants of Maitland and its vicinity, presented to this House on 12th March last, having reference to the Railway obstruction to the Gaol and Court House Reserve; and that such Committee have power to send for persons and papers.
- (2.) That such Committee consist of the following Members :—Mr. Arnold, Mr. Gray, Mr. Piddington, Mr. Rusden, Mr. Meston, Mr. Eckford, Mr. Faucett, Mr. Cummings, and the Mover.
- Question put and passed.

VOTES, No. 55. FRIDAY, 6 DECEMBER, 1861.

4. Railway Obstruction to Gaol and Court House Reserve, in the Town of Maitland :—Mr. Dickson, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and report this subject was referred, on the 25th October last. Ordered to be printed.

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1861.

**RAILWAY OBSTRUCTION TO GAOL AND COURT HOUSE RESERVE
IN THE TOWN OF MAITLAND.**

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly appointed on the 25th October last, "to inquire into and report upon the allegations contained in the Petition of the Inhabitants of Maitland and its vicinity, presented to this House on the 12th March last, having reference to the Railway Obstruction to the Gaol and Court House Reserve, with power to send for Persons and Papers," have agreed to the following Report,—

Your Committee, in the course of their Inquiry, have examined as witnesses the Gentlemen named in the margin* (whose evidence will be found appended hereto), and, after careful consideration, are of opinion that the allegations of the Petitioners have been substantially proven.

*The Rev. Joseph Oram ;
George Boyle White, Esq. ;
Samuel Clift, Esq. ;
Mr. J. Brettie ;
John Whitton, Esq., C.F.

It appears, from the evidence, that the proprietors of land in Maitland, became purchasers under a certain recognized official plan shewing access to the Gaol and Court House Reserve by William-street and Bank-street.

That the blocking up of those streets by the Railway embankment, has caused a serious injury to the owners and occupiers of land, by depriving them of access to the Gaol and Court House, and by throwing back the water so as to cause the partial submersion of houses in those streets, thereby greatly depreciating the value of property.

Your Committee are of opinion, that the blocking up of those streets is a breach of faith towards those who became purchasers of land according to the official plan, and who were induced to give high prices for such land in Bank-street, because of the ready access to the Gaol and Court House Reserve.

Your Committee find that a sum of Two thousand five hundred pounds was voted by this House, as shewn by the Estimates for 1860 (the funds having been provided by Parliament in the Act 23 Vict., No. 10, and assented to 19 June, 1860) "to construct a bridge in Bank-street, East Maitland," which sum will be sufficient.

In conclusion your Committee recommend that the embankment crossing Bank-street be removed, and a bridge constructed.

JAMES DICKSON,

Chairman.

Legislative Assembly Chamber,
Sydney, 6 December, 1861.

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PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 12 NOVEMBER, 1861.

MEMBERS PRESENT:—

Mr. Dickson, | Mr. Piddington,
Mr. Cummings.

James Dickson, Esquire, called to the Chair.

Resolution of the House (Votes No. 31, entry 12) appointing the inquiry before the Committee.

Committee deliberated as to their course of procedure.

Resolved,—

That Messrs. Samuel Clift, Joseph Brettle, William Cains, John Elliott, and G. B. White, be summoned to give evidence at the next meeting.

[Adjourned to Friday next, at half-past *Eleven* o'clock.]

FRIDAY, 15 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. Dickson, Esquire, in the Chair.

Mr. Piddington, | Mr. Cummings,
Mr. Rusden, | Mr. Faucett,
Mr. Arnold.

Petition of the Inhabitants of Maitland and its vicinity, relative to Railway Obstruction to Gaol and Court House Reserve,—presented to the House 12 March, 1861,—before the Committee.

Rev. Joseph Oram called in and examined.

Witness withdrew.

George Boyle White, Esq., called in and examined.

Witness withdrew.

Samuel Clift, Esq., called in and examined.

Witness withdrew.

Mr. Joseph Brettle called in and examined.

Witness withdrew.

Messrs. W. Cains and J. Elliott, witnesses summoned this day, in attendance, but their several examinations dispensed with.

J. Whitton, Esq., *C.E.*, to be summoned as a Witness for Friday next.

[Adjourned to Friday next, at *Eleven* o'clock.]

FRIDAY, 22 NOVEMBER, 1861.

By direction of the Chairman, the Meeting of the Committee, convened for this day,
[Postponed to Friday next, at *Eleven* o'clock.]

FRIDAY, 29 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. Dickson, Esquire, in the Chair.

Mr. Arnold, | Mr. Rusden,
Mr. Piddington, | Mr. Cummings,
Mr. Eckford.

J. Whitton, Esq., *Engineer-in-Chief, Railway Department*, examined.

Witness withdrew.

Committee deliberated.

Chairman requested to frame Report.

[Adjourned to Friday next, at *Eleven* o'clock.]

FRIDAY,

FRIDAY, 6 DECEMBER, 1861.

MEMBERS PRESENT :—

J. Dickson, Esquire, in the Chair.
Mr. Piddington, | Mr. Faucett,
Mr. Rusden.

Committee deliberated.
Chairman submitted Draft Report.
Same read, and certain Amendments made therein.

Resolved,—

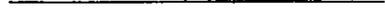
That the Report, as amended, be the Report of the Committee.
Chairman requested to report to the House.



LIST OF WITNESSES.



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(To Evidence given by G. B. White, Esq., Friday, 15 November, 1861.)

Letter from G. B. White to T. W. M. Robinson, Esq., E. Maitland, 10 April, 1869	5
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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

GAOL AND COURT HOUSE RESERVE, MAITLAND. (RAILWAY OBSTRUCTIONS.)

FRIDAY, 15 NOVEMBER, 1861.

Present:—

MR. ARNOLD,
MR. CUMMINGS,
MR. DICKSON,

MR. FAUCETT,
MR. PIDDINGTON,
MR. RUSDEN.

J. DICKSON, ESQ., IN THE CHAIR.

Reverend Joseph Oram called in and examined:—

1. *By the Chairman*: You live at East Maitland? Yes.
2. Have you been long there? About seven months.
3. In what part of East Maitland do you reside? In Bank-street, at the lower part, near the railway, where Mr. Robinson lived.
4. Have you suffered any inconvenience from water since you have been there? Yes, nearly all the time we have been there. About a fortnight after we arrived we had a flood of water some four feet deep on the premises, and ever since we have been suffering inconvenience. It spoiled the kitchen, so far as the use of it goes, and the room I had as a study we have been obliged to convert into a kitchen, so that I have been without a study ever since; and, unfortunately, I had my books in this room, which had been used as a school-room, and I was going to have as a study, and these were seriously injured.
5. And you have sustained loss? Yes, the loss to me is serious; my entire library was spoiled. It had taken me years to collect my books one after the other as I was able.
6. When did this take place? About the 3rd May, on Sabbath evening, it was.
7. And you have been inconvenienced by the water since then? Yes, every time we have had much rain, or heavy rain, it has come on the premises; it has not come into the house since—it has covered the yard.
8. Do you know the cause? It appears to me that the cause is that there is not a sufficient outlet for the water, since the construction of the railway; that they did not leave sufficient room for the water to escape as it comes down from the hills; it collects there, it cannot get away, and is thrown back upon this property.
9. Is it in consequence of the railway embankment that crosses Bank-street that the water is thrown back upon your premises? Entirely so, I should say.
10. It is not within your knowledge whether the house you now occupy was subject to the same inundation before the embankment was there? Not within my own knowledge, but from report. I understand there was no water-thrown back there before the construction of the railway.
11. Has the house you live in been damaged in consequence of this? Certainly the property has been injured. If it were for sale, and I wished to live there, I would not think of purchasing it, on account of its liability to inundation.

Revd. Joseph Oram.
15 Nov., 1861.

- Revd. Joseph Oram.
15 Nov., 1861.
12. *By Mr. Piddington*: How high is the embankment where it intersects Bank-street? I can scarcely answer that question.
13. Can you form no idea of its height? I should suppose it must be some thirty or forty feet high.
14. Of course an embankment of that height must tend to collect water? Yes, to throw it back. It cannot get away.
15. What would you recommend to remedy this evil? I should recommend a bridge being erected, or an opening being made, as it appears to me that this embankment interferes with the line of street—I believe there was a street there.
16. If a bridge were constructed it would carry off the accumulation of water by which your property is now injured? Yes.
17. Are you aware that a sum of money was voted a short time ago for the purpose of constructing a bridge at that point? No, I am not aware of that.
18. *By Mr. Cummings*: Are the landed proprietors in your immediate neighbourhood subject to the same inconvenience? Yes, all the property in front of Bank-street is subject to the same inconvenience more or less.
19. It is occasionally injured from the accumulation of water? Yes.
20. Seriously injured? In some cases; for instance, in my case, the property where I live is seriously injured.
21. As long as this obstruction remains in its present state is it likely the same occurrences will take place? Yes, especially in the winter, if we have three or four days rain; after a few hours heavy rain we are pretty sure to be flooded, as we were in May last.
22. You think if a bridge were erected at this point it would save the property in your immediate neighbourhood from receiving farther injury from that cause? Yes, the water would get away.
23. Has the stoppage of the water by this embankment been the great cause of the accumulation of water which has so much injured the property in that immediate neighbourhood? I believe that is the sole cause.

George Boyle White, Esq., called in and examined:—

- G. B. White, Esq.
15 Nov., 1861.
24. *By the Chairman*: Did you sign a Petition to the Legislative Assembly respecting the embankment across a certain street in East Maitland? I did.
25. Do you know the street crossed by that embankment? I do. I laid out those streets myself, many many years ago.
26. Do you consider that the embankment running across that street is an injury and inconvenience, and that it tends to depreciate the property there? Decidedly. I may state that I was called upon by Mr. T. W. Robinson, in 1859, in the month of May or June, to give my opinion upon the subject; he had written to the Railway Department twice or thrice, and they had answered his letter. I have a copy of the letter here which I wrote to Mr. Robinson on that occasion. It was arranged that Mr. Whitton was to have met me there on the spot; he did not come himself, but sent Mr. Bewick, of his department. I met Mr. Bewick on the 5th July, 1859, on the ground over the culvert; the culvert at that time was in a state of collapse, and I saw that the gentleman who had been sent to meet me knew nothing about it. When I spoke to him on the subject he said the watercourse there could be made available in about six or eight hours, but that if the parties there still persisted in saying that the railway was an obstruction they would not do it. I said, "If that is the case I will have nothing more to say to you," and left him. Mr. Robinson was present when that occurred. This is a copy of the letter I have referred to. (*The witness handed in the same. Vide Appendix.*)
27. Are you aware that the embankment has caused any injury to property there? Decidedly the embankment has caused this injury—that the water lies there, and it never did lie there before. I knew the house which Mr. Robinson occupied when it was built by Mr. Keddie, twenty years ago; and in 1853-4, and '5, I had an office directly opposite to it, and I never saw it in the state it has been in since the embankment was put up, about the end of 1857.
28. It is in consequence of the embankment that the adjoining lands have been flooded? Yes; there is not sufficient scope to allow the water to pass off.
29. What would you recommend? An open bridge, such as that thrown across the road to Green Hills; in fact, I think open bridges are better adapted for railways than brick culverts. There is a watershed there of from 250 to 300 acres; the range that runs immediately south-east is a steep range, and the waterfall is very great, and when the water comes down with a rush the five-foot culvert is apt to be stopped up with rubbish—the culvert is, in fact, only five feet by three. The water lies up against the embankment, and houses some few yards from it are completely flooded. I examined a house the other day for Mr. Robinson, and found that water had been in to the depth of four feet.
30. *By Mr. Piddington*: Is the culvert you speak of five feet wide? No, two feet eight inches; it is an egg-shaped culvert.
31. The width of the culvert is not three feet in the clear? Not three feet; and at the time I examined it the water was standing at the culvert within eighteen inches of the top of it, and on the other side it was dry; some rubbish was standing in the centre of the culvert, and the water would not run through it.
32. *By the Chairman*: Are there any engineering difficulties to prevent a bridge being thrown across? Not any.
33. Could a bridge be put there without obstructing the railway traffic? Certainly, just as easily as it could be put across the Morpeth road.

34. Is there any other method of remedying the evil complained of? I do not think there is any other than that of constructing an open bridge. These lands were laid out and the allotments were sold with a frontage to the street running directly into Newcastle-street and to Morpeth high road, and this embankment has deteriorated the frontage of the property of every individual in the street. G. B.
White, Esq.
15 Nov., 1861.
35. Did you lay out the town in this way (*referring to the plan*)? Yes.
36. Bank-street runs through to the Reserve of the Gaol and Court House? Yes; the Gaol and Court House Reserve, seven acres and a half, and it connected the high Newcastle road with the high road to Morpeth.
37. *By Mr. Rusden*: You stated that that culvert was in a state of collapse; by that I understand that it was completely choked? Yes; I pointed that out to Mr. Bewick, and he admitted that a couple of navvies in six hours could repair that, but he said he would not do it so long as the parties complained that the railway was an obstruction.
38. Can you state the height of the embankment? I did not measure it, but I think it is from eighteen to twenty feet high. When I had that answer made to me I thought it was perfectly useless going any farther into the matter.
39. When you inspected it the water had been stopped, and was within eighteen inches of the top of the culvert? Yes, and the whole of the other side of the culvert was perfectly dry.
40. How high would the top of the culvert be? About five feet; but there was the mark of wreck considerably above the top of the culvert; this was after the water had subsided some fortnight or three weeks.
41. You instanced one particular house, Mr. Keddie's, in which Mr. Robinson lived—I suppose this obstruction of the water has caused a great deal of damage to the surrounding allotments. I see in the petition the blocks 35 and 15 are particularly referred to? Particularly; because those properties are nearest to the culvert.
42. The premises on blocks 35 and 15 have all suffered considerably? Yes, it is very flat there, and after striking against the culvert the water comes back again.
43. As you are a practical man, what do you estimate would be the cost of an open bridge on piles, as a remedy for this evil? I think it could be done for about £1,200. I prefer a substantial bridge on piers.
44. Just such a bridge as crosses the Morpeth road a few yards farther on? Yes.
45. *By Mr. Piddington*: That is not a brick bridge? No; there are brick piers and the sleepers rest on bricks.
46. You would only require a bridge similar to that at Stoney Creek? Yes.
47. *By Mr. Rusden*: But not so extensive? Not so extensive, nor so long.
48. The parties complained of an obstruction in William-street? They are all obstructed in the same way. Day-street it was intended should be a frontage street to the Gaol and Court House Reserve; the railway now cuts through this Reserve which was seven and a-half acres for public purposes, for a Gaol and Court House.
49. It seems by the plan that William-street was intended to be the main thoroughfare to that Court House block? Yes.
50. The inhabitants now suffer great inconvenience from having to go round a considerable distance in order to go to the Court House? Yes; they have now to cross the railroad, and to go through two small gates to get to the Court House; and to get to it by a carriage or other vehicle, they have to go round under the railway bridge, by the Morpeth road, and to turn up to the right.
51. You are of course well acquainted with the locality—have you thought of any plan, or do you think a plan could be devised by which that street could be thrown open and the railway continued? Yes; I should not have taken the railway that way, but that having been done it now involves half a dozen crossings, which it would not if it had been taken above the Victoria Bridge instead of beneath. I was called upon by Mr. Bryson, the engineer, to look over the whole of the land—that was in 1856; I did go on it, but when Captain Martindale took charge of the railway after that the whole plan was changed; but I think the first plan would have been the least expensive to the country, and the shortest distance.
52. In what way do you suggest a remedy for that evil, so that William-street might be opened to the Court House? A similar method to that of crossing Bank-street,—you would have to lay an open bridge across.
53. Would you suggest that it should be made under the railway? Yes; as there is no watercourse there that might be done by arching.
54. The ascent rises there to the Court House? Yes; I would make a gradual incline all the way to the Court House.
55. That is the plan you suggest? If I were called upon to make a plan I would consider it more attentively; that is my impression now in conversing upon the subject.
56. *By Mr. Piddington*: I presume you think that a bridge with one archway would be sufficient in Bank-street? Yes.
57. A timber-piled bridge, with a bay or span of twenty feet, would be sufficient for all purposes? I would rather have it thirty feet; that would be quite sufficient.
58. £1,200 you think would be sufficient for the construction of such a bridge, as well as for removing the earth? I think so.
59. *By Mr. Rusden*: You did not, I think, state that it was necessary to have an arched bridge there? No; in speaking of an arched bridge I referred to William-street.
60. An open bridge on piles? Yes, just such a one as you see at Stoney Creek.
61. One of the least expensive? Yes.
62. An arched bridge would cost more money than one of these piled bridges? Yes.

G. B.
White, Esq.
15 Nov., 1861.

63. *By Mr. Cummings*: Is it your opinion that unless some such arrangements as you now suggest are carried out, the property in that neighbourhood will still be subject to inundation? Yes; within the last three months it has been twice under water. We have had two floods, and on each occasion the water has lain there until the evaporation has carried it away.

64. And that must continue to be the case until the embankment is removed, and the bridge is constructed, to allow the water to escape? Yes; I have known the country there for thirty years, and I never knew such circumstances to occur until the embankment was formed. Since then the property has been completely destroyed, and parties have been driven from the property—for instance, the oven of Mr. Brettle, the baker, was destroyed by the water soaking into the foundation.

65. And this is traceable to the smallness of the culvert there erected? Yes, the culvert is only five feet by two feet eight.

66. It gets stopped by the debris brought down by the heavy rains? Yes, after a heavy thunderstorm rubbish is washed down into the culvert, which is thus choked up, and forms part of the embankment.

67. *By the Chairman*: Are you aware whether the allotments were sold according to that plan, shewing the street running to the reserve? Yes; I prepared the plan for the occasion when these lots were sold.

68. Would it, in your opinion, be an advantage to have the street continued to the Court House and Gaol Reserve? Great.

69. And be an inducement to persons to give a higher price for the land? It was an inducement at the time.

70. Are you aware if any money has been voted for removing the embankment and constructing a bridge? I have heard of it, but I am not aware of it, except from seeing that £1,000 had been voted.

71. You are not aware that a sum of £2,500 has been voted for that especial work? No, I am not.

72. *By Mr. Piddington*: You are aware that no money has been expended, whatever may have been voted? I am quite aware.

73. *By Mr. Rusden*: Did you sign the petition presented to the House? Yes.

74. That petition is the same as that which has since been printed, and is now lying upon the table? Yes.

75. That petition states, "That your memorialists have made sundry efforts to relieve themselves from this inconvenience, as regards the filling up of the street at Bank-street. They succeeded in getting a sum voted by your Honorable House for the removal of the embankment across that street, and for erecting the railway on piers; but notwithstanding the vote was passed, the money has not been provided nor the work done?" It has not been provided nor has the work been done; I am aware of that; I saw it on Tuesday last.

76. *By Mr. Cummings*: At the time this land was sold by Government was there one open access to this reserve? Yes.

77. That was considered a matter of great convenience to the public? Yes, and many persons bought the land on account of its proximity to the Court House Reserve.

78. Do you believe that it induced the parties who bought land in the immediate vicinity to give higher prices? I am certain that some capitalists gave high prices for the land, looking to the future.

79. Is it your opinion that this obstruction is and will be injurious to the value of the land? It has very considerably deteriorated the property in value. I believe that some of the buildings already erected would not bring half the prices they would have brought if the proper plan—I may say the legitimate plan—had been carried out.

80. Can you form an idea of what it would cost to open a thoroughfare to the Court House Reserve? The bridge I am now speaking of would open a thoroughfare to the Court House Reserve, and I say that would cost from £1,000 to £1,200.

81. You are not alluding to that from William-street? That would cost £1,500, perhaps less, but if I had expected to be called upon to give an opinion upon that I would have looked at the matter more closely.

82. Is there any Government land in the vicinity of the Court House Reserve? Yes; the Court House and the railway passing through it occupy the seven and a half acres, and I should think there are four or five acres still belonging to the Government, which were reserved for Crown purposes.

83. *By Mr. Rusden*: That would be the reserve at the back of the Court House? (*The witness pointed out the position on the map.*)

84. *By Mr. Cummings*: This land will not be required for Court House accommodation? Not the whole, certainly not.

85. *By Mr. Rusden*: I gather that the sale of some of that land might pay for the bridge? I am satisfied it would. There would be great demand for it, as there is no inn in the neighbourhood, and you have to go the eighth of a mile before you can get shelter even.

86. The sale of this land would almost more than pay for the bridge? Yes, there would be considerable demand for it, for perhaps there is not a better stand for a large inn anywhere in Maitland.

APPENDIX.

West Maitland,
10 April, 1859.

G. B.
White, Esq.
15 Nov., 1861.

My dear Sir,

I duly received your note, enclosing a copy of letters Nos. 59/49 and 59/192, dated Railway Branch Department of Internal Communication, Sydney, 6th April, relative to "a culvert on the Government Northern Railway, near your property at Maitland, alleged to be insufficient to carry off the accumulation of drainage water in that locality," and setting forth, "I am directed by the Commissioner to inform you, that after full inquiry into the matter, he is inclined to the opinion that the inconvenience arises rather from the incompleteness of the drainage outside the fences of the railway, than for want of any greater provision for carrying off the water in the construction of the railway." You, therefore, ask me to give you the result of my experience for many years, as to the drainage of your property now, and before the railway embankment was thrown up in its vicinity. I willingly do so, believing that opinions must give way to facts, however theoretically great the authority that originates them. The country has been paying dearly for such opinions for years past. Railways, sewerages, fortifications, circular wharfs, have been, in their turn, the playthings of opinion; these are public property, and may serve, at the public expense, to teach men their profession, but private property ought not to be turned to the same account.

The railway embankment near your property has materially injured it; the water lays a couple of feet deeper than it used to lay there before its construction. The culvert for the watercourse does not run in the natural direction; and when any considerable fall of rain takes place it is not sufficient to carry the water off—the principle of engineering is to aid nature, not to obstruct it. In looking at this work I should have considered the reverse; indeed I believe the whole line of railway, as now existing, has been selected for its difficulties and expense—not for utility and economy; the more the expenditure the more the patronage.

It is possible that the first heavy flood will confirm my frequently expressed opinion of our railway works; humble though it may be, it is that of a practical man.

T. W. M. Robinson, Esq.,
Banks-street, East Maitland.

Yours, &c.,
G. BOYLE WHITE.

Samuel Clift, Esq., called in and examined:—

87. *By the Chairman:* You live in Maitland? Yes.
88. And have done for a number of years? Since 1827.
89. Have you purchased any allotments in the town of Maitland? A great many.
90. In what street? I have a great many in Bank-street. I have a great deal of property in Bank-street.
91. How many years ago is it since you purchased those allotments? Somewhere about twenty.
92. At the time you purchased these allotments, did you purchase according to a plan? According to a plan of Bank-street and Day-street that used to be at the Court House.
93. According to that plan did Bank-street run through to the Gaol and Court House Reserve? It ran through to the road which goes to Morpeth.
94. An embankment has been thrown across that street since? Yes.
95. Has that increased or diminished the value of your property? It has taken a third off the value of my property.
96. When you purchased the allotments did you consider the value of them increased by having free access to the reserve? I should say so; if I had known the water would have stayed there I would never have bought the allotments.
97. Has the embankment been a cause of serious injury to the allotments and properties there? My opinion is that it has been a great injury.
98. Will you state to the Committee what injury it has done? It has done a great deal of injury to different parts of my relation's property, and to my own. It has done a great deal of injury to Mr. Robinson's property. I cannot say to what amount.
99. Are you aware that it has prevented the water from running off, as it was accustomed to do before the embankment was thrown across? Before the embankment was there, no water used to stop there.
100. Since then has it done so? Yes. I have known it to rain for a month before the embankment was thrown across, and it has never stopped there; and it rained for only four hours a little while ago, and the place was under water. I used to have £3 a-week for my houses there, now I can only get £2. At times the tenants cannot get backwards and forwards for the water.
101. Are you aware whether any memorial was sent to the Government before the embankment was constructed? I believe there was, by Mr. Robinson and Mr. Mayo.
102. In opposition to the construction of this embankment? Yes; I believe I signed it, but I am not certain.
103. Are you aware whether any money has been voted for the removal of this embankment, and for erecting a bridge there? I believe £2,500 was put on the Estimates to open the embankment, some two years ago.
104. *By Mr. Rusden:* Did the water flood any of your allotments? No.
105. You are aware that it flooded a great many others in blocks 35 and 15? It floods a great deal that belongs to Mr. William Eckford.
106. The allotments marked as Mayo's were very much flooded? I believe there were two allotments very much flooded. Brettle lives on this allotment; he can give you better information than I can.
107. The Government have a great deal of vacant ground round the Court House? There is a great deal of vacant ground, but I do not know whether it is kept as a reserve.
108. If the Government were to offer any of this land for sale, do you think it would be bought up? I think very readily; I think I should buy some.
109. From its being in the neighbourhood of the Court House? Yes.

S. Clift, Esq.
15 Nov., 1861.

- S. Clift, Esq. 110. There is no accommodation in the neighbourhood? No; and there is no way of getting it without going half a mile round, in consequence of this embankment.
- 15 Nov., 1861. 111. Do you think if some of this land were sold it would pay for the necessary alteration required in making the culvert larger? I do not think it would be of any use to have a culvert there; there ought to be a main road there, the same as the Morpeth road.
112. It appears, from the feeling of the inhabitants, that if the Government were to sell some of the land I have just referred to, from this seven acre reserve, the cost of this alteration would be met by the proceeds? I think all that land would be very readily sold.
113. *By Mr. Piddington*: If any of the land in the neighbourhood of the Gaol were now sold by the Government, would you not give a much higher price for it if there were a bridge over Bank-street, than at the present time? I do not think anyone would buy it with the street stopped up.
114. *By Mr. Cummings*: The embankment in Bank-street is the cause of the injury of which you complain? It is. There was never any water at all there to do any harm until this embankment was made.
115. At the time you bought this land in Bank-street access was open to the Government reserve—was that an inducement to you to give a higher price for that land? Yes; I considered that we had a regular street to the Morpeth road.
116. And now you have been deprived of access in consequence of this embankment? Yes.
117. And you consider that a great injury to people in general in that part of the town? In the whole of the town, except to the people just along the Morpeth road; it cannot do them much harm.
118. As to the culvert which has been spoken of, do you consider the cost of that a complete waste of money? I think it was.
119. In consequence of that waste of money a great injury has been done to the landed proprietors in that immediate vicinity? It has.
120. If a pile bridge were constructed there, it would answer all the ends intended by allowing the water to escape? Yes; I never knew a drop of water to stop there before the embankment was formed; and I have been there close on to thirty years.
121. *By Mr. Faucett*: The embankment blocks up the entire street? Yes. I gave £300 for three-quarters of an acre there, because I considered that I had access to the Morpeth road.
122. Bank-street—was that ever continued along from the railway towards Mr. Muir's house? It continued to Morpeth road when I bought the allotments.
123. It was intended to come on to the Morpeth road in a straight line? Yes, to Mr. Muir's bill.
124. At present there is no appearance of a prolongation beyond the railway towards the Morpeth road? Before the embankment was there, people used always to drive that way.
125. Then the result is that Bank-street now stops at the railway? Yes.
126. I have frequently seen a large quantity of water near the railway, between the railway and Morpeth road—has that ever been increased by the stopping up of the railway? It never used to stop there before the embankment was made.
127. You are aware that there is a large quantity to be found there now? Yes, I am.
128. *By the Chairman*: You stated that you gave £300 for three quarter acres of land? Yes.
129. Was that in consequence of its being in a street, having access to the Court House? Yes, Bank-street, having access to the Morpeth road.
130. *By Mr. Cummings*: Now that there is this obstruction, what do you suppose is the value of this block of land for which you gave £300? In consequence of the obstruction of the access to Morpeth road, I do not believe, if it were offered for sale, without the improvements, it would bring £60.
131. *By the Chairman*: At what did you estimate the value of your property in Bank-street before this embankment was thrown across? I should think about £14,000.
132. What is your present estimate of its value? I cannot say; it has reduced greatly since this embankment was thrown across.
133. *By Mr. Faucett*: There is no doubt, whether your property has been depreciated in value or not, that this is a great obstruction and inconvenience to the inhabitants generally? Yes, the people have now to go half a mile round to get to the Court House, because the streets are stopped up.

Mr. Joseph Brettle called in and examined:—

- Mr. Joseph Brettle. 134. *By the Chairman*: You reside in Maitland? Yes.
135. How many years have you lived there? Over twelve.
136. In what part of Maitland do you reside? In Bank-street.
- 15 Nov., 1861. 137. You know the railway embankment? Yes.
138. Have you suffered any inconvenience since it has been constructed? Yes.
139. Will you state to the Committee the nature of the inconvenience you have suffered? I am not now living in the same place. I lived near the embankment for some years; but I now live about five hundred yards from the railway embankment, under Mr. Clift's.
140. *By Mr. Piddington*: On the other side of Law-street, towards Newcastle-street? Yes. In May last I had two feet and a half of water in my bakehouse.
141. *By the Chairman*: Was that caused entirely by the embankment? Yes.
142. Did you suffer any loss? Yes; I had some hay spoiled in the shed at the bottom of my yard, that was up out of the reach of all water, as I thought.

143. Did the house you lived in sustain any injury? On Sunday night I had to work in two feet and a half of water; in fact, the water was in my bed-room. When I got out of bed, between twelve and one o'clock, there was nearly five inches of water in my bed-room.
144. Did you occupy that house before the embankment was thrown up? No.
145. *By Mr. Faucett*: Did the same state of things occur frequently? No; I never saw it so bad before; it had been up several times before, but never so bad as in May last.
146. Your house had been flooded before, several times since the embankment had been thrown up, but never so bad as that? No.
147. You say you live four or five hundred yards away from the embankment? Yes.
148. *By Mr. Piddington*: Are all the houses in that neighbourhood subject to the same inconvenience as your own? Yes.
149. *By Mr. Faucett*: There is a pool of water I have seen frequently, more particularly in wet weather, on your side of the railway, near Mr. Mayo's cottage? Yes; there is always a pool of water there, and under the railway arch.
150. The water lies there at present? Yes; the pigs and geese could always find water there in the summer-time.
151. Used that pool of water to be there before this railway was made? No.
152. There used to be no water there? There was when there was rain, but it would go off in a day or so.
153. Did it supply a perpetual source of amusement for the ducks and geese before that? No.
154. But it does now? Yes.
155. There is a pool of water nearly opposite the place I speak of—or there was at the time I was last at Maitland, at the last Assizes—on the allotments in Bank-street, going away from the pool I have just spoken of, and crossing Day-street? That is the water-hole, at the right side of Day-street; that is a water-hole that was made many years ago.
156. Before this embankment was thrown across the street? Yes; it is now nearly filled up with mud; it was made by a man named Keddie.
157. Do you recollect whether Bank-street was continued as a street across where the railroad now is, towards the Morpeth road? I have always heard so.
158. Do you recollect it yourself? No.*
159. Bank-street is well defined along to the railway, but you do not recollect its being defined beyond the present line of railway towards the Morpeth road? No.
160. Do you recollect that street before the railway was formed? Yes.
161. You recollect Bank-street being distinctly marked at one end, but not at the other? Yes.
162. You are aware that at present there is no appearance at all of a continuation of Bank-street, where I speak of? Yes.
163. *By Mr. Piddington*: Do you not remember a cart track towards Mr. Muir's? Yes, but not a regular line of street.
164. *By Mr. Faucett*: There is a bed of water sometimes near the railway, between the railway and the Morpeth road—do you recollect that? After rain for a day or so, but formerly it ran away.
165. I have seen it there for days? Yes; it is down by Mr. Brown's, of Newcastle, paddock.
166. You recollect that? Yes.
167. Used that bed of water to be there to any extent before the construction of the railway? When it gets through the culvert there is no water more than there used to be.
168. Since the construction of the embankment does it lodge there in greater quantity than it used to do before? No.
169. Then it seems to pass away from that side, which is higher ground, through the culvert, towards your side? Yes.
170. The ground I speak of is a particularly low piece of ground? Yes, between the Morpeth road and the railway.
171. Near the railway? Yes.
172. Either from absorption, or by passing through the culvert, it does pass away in a few days? Yes.
173. There can be no doubt that the embankment is a great inconvenience? No.†
174. *By Mr. Cummings*: Before this embankment was thrown across, were you subject to the same injury from water as now? No.
175. Has property, from the embankment or from the obstruction of the culvert, been very much injured in that immediate neighbourhood? Yes.
176. Is that injury likely to continue after wet weather, or in wet weather, while the same obstruction remains? Yes; five or six hour's rain will almost drown us on our side of the town.
177. I suppose you are aware that water lodging on an improved property—on the inside or the outside of the walls of a building—is very likely to be injurious to the erection? Yes.
178. Very much so? Yes; I know in fact that an oven which I have rented from Mr. Clift, which has not been put up above three years, has split all the way up, from the water having risen there.
179. That must be a great injury to property of that kind? Yes.
180. And this injury is solely traceable to the obstruction of the culvert, and the embankment? Yes.
181. Can you form any idea of the depreciation or value of property from this cause—whether it has depreciated one-half, one-third, or one-fourth in value? I should say it has fallen one-half. There are some of the houses that people will not live in; you cannot get near them in wet weather.

Mr. Joseph
Brettie.
15 Nov., 1861.

*Revised:—"No" should have been "Yes." †Revised:—This "No" should have been "Yes."

- Mr. Joseph
Brettle.
15 Nov., 1861.
182. If these houses are subject to continual inundations, and are constantly in a damp state, people will abandon them if they can find premises anywhere else? Yes.
183. In consequence of the flooded state of the immediate neighbourhood the property has almost become useless? Yes.
184. *By Mr. Faucett:* Over what extent of ground does that spread? It goes from William-street to Bank-street. I am sure in May last there was a sheet of water on which a boat might have floated.
185. *By Mr. Cummings:* In William-street property suffers from the same cause? Yes.
186. The culvert which you say is one of the chief causes of this injury—was the erection of that, in your opinion, a complete waste of public money? Yes.
187. And that is the general opinion? Yes.
188. And that is one of the causes of the destruction of property in that immediate neighbourhood? Yes; the foundation of that culvert was laid eighteen inches too low in the ground.
189. Is it your opinion that an open bridge to allow the water to make its escape would be a means of saving property in that neighbourhood? Yes; or a large culvert.
190. *By Mr. Faucett:* Did I understand you to say that a boat would float in William-street? No; in Bank-street.
191. Do you mean to say that William-street was flooded in consequence of this embankment? Yes; the water is all kept back, from Bank-street to William-street.
192. Then, in fact, there is a double flood—a flood from the upper end of William-street, and also from the embankment—both coming from different directions and lodging on the lower part of William-street, near Day-street? Yes.
193. *By Mr. Rusden:* Did you sign this petition? Yes.

FRIDAY, 29 NOVEMBER, 1861.

Present:—

MR. ARNOLD,	|	MR. ECKFORD,
MR. CUMMINGS,	|	MR. PIDDINGTON,
	MR. RUSDEN.	

J. DICKSON, ESQ., IN THE CHAIR.

John Whitton, Esq., C.E., called in and examined:—

- J. Whitton,
Esq., C.E.
29 Nov., 1861.
194. *By the Chairman:* Have you read the evidence taken before this Committee? I have.
195. Is there anything in that evidence which you object to? A great many mis-statements have been made with reference to the culvert under the railway at Bank-street, which I wish to reply to generally. Perhaps I had better point out to the Committee the position of the creek at East Maitland at the time the railway was first projected, and also to the street called Bank-street, which was laid down upon the plans of East Maitland. (*The witness produced a plan.*) This is the original survey of the line for the extension into West Maitland. At the time this survey was made, the whole of Bank-street where the railway crosses was a pond or creek, and I did not think it necessary to advise the Commissioners to erect a bridge across it. Bank-street is shewn in the original plans of East Maitland, but it has never been used as a street, and never could be whilst in that condition.
196. *By Mr. Piddington:* What was the width of the pond where it crossed Bank-street? I think it would be about fifty feet wide.
197. Do you assert that there was a pond fifty feet wide at the intersection of Bank-street—was that permanent water? Yes.
198. *By the Chairman:* It was only in wet weather? I never saw it otherwise, and I think from the formation of the ground it never could be otherwise; there was no outlet for the water, and the only opportunity the water had to get off was by evaporation, as at present, because the land on the east side is considerably higher than that on the west (*referring to the plan.*) I never was at Maitland before the railway was completed that I did not see horses coming down there to be watered.
199. What was the year when the survey was first made? 1857.
200. Were you acquainted with the locality before that time? I was before the survey was made, but not before 1857.
201. When was this survey completed? In May, 1857.
202. *By Mr. Arnold:* When did you first see it? In February or March, 1857.
203. It was then in that state? There was water there then, and I looked upon it as a pond for the accommodation of the town—as a complete watering place; so much so that I determined not to lower the ground outside the railway fence, lest those who used the pond should claim compensation for the loss of water.
204. *By the Chairman:* You are aware that there was a street laid out in the original plan? I was aware that there was a street laid out before this survey was made.
205. Are you aware whether any objection was taken by the inhabitants of Maitland to this embankment? I believe no objection was taken at the time, but before the work was completed I think objection was taken.
206. Before the embankment was completed? I am not quite clear upon that; I think it very possible.
207. You are aware that statements have been made by several witnesses, that since the embankment has been made there, the houses in that locality have been flooded in a way they never had been before? I am aware of that statement, and I entirely disagree with it.

208. Do you believe that it is not the case? I do not say it is not the case that they have been flooded; but I say such floods have not been caused by the railway embankment. I think I can shew the Committee that it is impossible it could be so. This is the section (the witness referred to the same) taken from Day-street, through the culvert under the railway, and on to Melbourne-street. It appears from this, that outside the fence of the railway, or nearer Melbourne-street, the surface of the ground is two feet nine inches higher than the bottom of the culvert under the railway, and therefore the water must always have been standing two feet nine inches in the culvert before any portion could pass over into Melbourne-street; and as this was the original section of the ground it is quite clear that before the water did rise as high as this it would be impossible that it could flood over into the culvert in Melbourne-street.

J. Whitton,
Esq., C.E.

29 Nov., 1861

209. *By Mr. Rusden*: Then the culverts in the two places are on a level? Yes, practically so; within a few inches of the same level.

210. *By Mr. Cummings*: Which of the two culverts is most complained of? There is no complaint whatever made of the culvert under Melbourne-street; but the complaint is with reference to the culvert under the railway, which is far larger than the one under Melbourne-street.

211. You would not consider it much of a flood, considering the heavy fall of water that often takes place here, to cause a rise of two feet nine of water—Is the culvert large enough to carry off the quantity of water which might be collected on the watershed there? It is evident that a culvert five feet high and five feet wide will be large enough to take away the water which can be carried off by a culvert three feet wide.

212. *By Mr. Piddington*: What is the size of the culvert? It is a five feet culvert—five feet high; and not as Mr. White says, two feet eight inches wide, but five feet wide. That under the Morpeth road is only three feet wide, and it is therefore evident that the latter cannot carry off all the water which might pass through the culvert under the railway.

213. Can the water that comes from the railway culvert escape in any other way than through the road culvert? No.

214. *By the Chairman*: Are you aware of the extent of the area of the watershed there, and the quantity of water that collects there? No, I am not.

215. Is it not possible that this culvert might at times be obstructed by drift and rubbish. It is stated by Mr. White, in answer to question 66, "After a heavy thunderstorm the rubbish is washed down into the culvert, which is thus choked up, and forms part of the embankment." Is that an impossibility? It is not an impossibility.

216. Is it probable? It is possible.

217. You have no reason to doubt the statement made by this witness? I cannot contradict it.

218. Are you aware that water has stood some two or three feet above the top of the culvert? I can easily understand that it may have done so; but I do not look upon that as caused by an obstruction in the railway culvert, but by the insufficiency of the culvert under the Morpeth road; for the Committee must see, by reference to the plan, that, in addition to the water coming from the railway culvert, the culvert passing under the Morpeth road must take the water coming from the Gaol, and from the whole of the land on the east side of the railway.

219. The culvert in Melbourne-street is of the same capacity now as it was before the embankment was thrown across Bank-street? Yes.

220. It has been stated that the obstruction since the embankment has been thrown across Bank-street has been much greater, and that houses in that street have been flooded as they never were before? That may be accounted for in many ways. During the last few years the floods have been much higher, and the quantity of water that has collected has been much greater than for many years previously.

221. But we have had floods there nearly as great as any we have had since this embankment was thrown across? What I understand generally from the witnesses is this, that the water has been standing a considerable time in the buildings alongside Bank-street, and Mr. Robinson has stated particularly that that has been the case. He states that damage has been done to his property in consequence of the culvert under the railway in Bank-street not being of sufficient size to take away the water. Now, the surface of the ground outside of the fences of the railway being two feet nine higher than the bottom of the culvert, the water must be dammed back upon him until it rises to that level and passes over that two feet nine inches. I have pointed out to him that if he would drain the land between the railway fence and Melbourne-street, it would take the water away. He has declined to do so; and on one occasion I had this done, and the water was all drained off.

222. *By Mr. Piddington*: I beg to direct your attention to the evidence of Mr. Clift. He was asked whether the water had accumulated at that point after or before the erection of the embankment, and he says "I have known it to rain for a month before the embankment was thrown across, and it never stopped there; and it rained for only four hours a little while ago, and the place was under water." Now, that is the evidence of a very old inhabitant of that neighbourhood? Of course if these matters are stated I cannot contradict them, but at the same time I must say that it is utterly impossible that a three feet culvert, such as the one under Melbourne-street, can take off as much water as the five feet culvert under the railway.

223. You are not aware of the extent of the watershed intended to be drained by the culvert? The whole of the water on the west side of Bank-street, and not only that but all the water from the Gaol side of the railway passes through the culvert under the Morpeth road.

224. Then the culvert under Melbourne-street was sufficient to take the water on both the east and west side of the railway? It appears to me to have been insufficient. I know this

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this, that it is impossible that a culvert of three feet can carry off the quantity of water which may be brought down by a five feet culvert.

225. *By the Chairman*: I think you stated that the culvert might be obstructed by drift brought down from the watershed? Possibly it might.

226. That would throw the water back? Undoubtedly.

227. *By Mr. Piddington*: Would not a bridge be a better safeguard against the accumulation of water at Bank-street than a culvert? Unless the culvert be large enough. I am satisfied that if the culvert in Melbourne-street has been sufficient to take the water off heretofore it is quite sufficient now, and that no damage has ever occurred from the insufficiency of the railway culvert.

228. *By the Chairman*: May it not have been from the obstruction of the culvert? If it has been obstructed; but I think the pressure of water there would be quite sufficient to prevent such an obstruction.

229. *By Mr. Piddington*: If a bridge were there instead of a culvert, would a bridge be choked? That is not very likely.

230. Would not a bridge be a greater safeguard against such contingencies than a culvert? No doubt.

231. *By the Chairman*: A bridge would prevent the choking up of the passage of the water? Undoubtedly.

232. What do you imagine the expense of a bridge would be? About £2,000.

233. You are aware that a sum has been voted for the removal of the embankment, and for the erection of a bridge? Yes.

234. Would that sum be sufficient for the purpose? It would.

235. Would there be any difficulty in throwing a bridge across? No, but we should be obliged to make a temporary bridge or embankment, to enable us to carry on the traffic while the permanent bridge was in course of erection.

236. *By Mr. Piddington*: Are you aware why the sum voted has not been appropriated to the purpose? I am not aware; I have given my opinion that a bridge is unnecessary, and did so when the railway was first formed.

237. *By the Chairman*: Are you aware that according to the plans Bank-street leads to the Gaol and Court House Reserves? Yes, I am.

238. Are you not also aware that allotments have been bought according to that plan? I am not aware of that, and my impression is that the whole of the land on the Gaol side of the railway is the property of the Government.

239. According to the plan Bank-street leads on to Morpeth Road? Yes.

240. *By Mr. Piddington*: On the east side of the railway the land does not belong to the Government? I think it does as far as Day-street; it is a Government reserve.

241. *By the Chairman*: The Government reserve is along Day-street to Bank-street? Yes.

242. Have you anything to say to the statement of Mr. Clift, that the closing of the street has injured the value of his property—would you suppose that to be the case? I should not suppose it to be the case; of course Mr. Clift must know the value of his property much better than I can.

243. *By Mr. Piddington*: There appears to be no Government land on the north-west side of the railway near William-street and Bank-street? No.

244. Your allusion to the Government land I suppose applies to the Reserve for a Gaol and Court House on the south-eastern side? Yes.

245. You were not acquainted with the locality previous to February, 1857? I was not.

246. Are you aware that in 1857 there were considerable floods in the Hunter River Districts? I am.

247. And in consequence of those floods the water accumulated in the Town of East Maitland? Yes.

248. That, I presume, is no criterion of the general accumulation of water at Bank-street? I have seen it on many occasions besides those in 1857; I have never seen it without water. I looked upon it as a pond for the use of the town when I went there in the first instance, and on all occasions when I have been there I have seen horses taken down there to be watered.

249. Was not the place where you said horses were taken to water immediately at the back of Mr. Mayo's property, and was not the water there confined to a small spot? I do not know which is Mr. Mayo's property.

250. According to the plan his property has a frontage to Day-street, and the back extends to Day-street? It was at the back of that property.

251. Are you aware that at that spot the soil has been taken out for the purpose of making bricks? I am not aware.

252. If that were the fact would not that be likely to be a place where water would accumulate? No doubt; being lower than any other portion, water would run to it. When I first saw it I was under the impression that it was a pond in the general course of the creek, and I certainly, at that time, thought a culvert was far more fitted for taking the water away than a bridge, for the purposes of a street; and I never supposed for a moment that Bank-street could be considered as of much importance in leading to the Court House or Gaol, for there are, in my opinion, a sufficient number of bridges and crossings without it.

253. Have you any doubt that a bridge would be a more effectual means of preventing the accumulation of water than an embankment and culvert? I do not believe, except as to the possibility of the culvert being stopped up by rubbish brought down by the water, that the condition of the houses alongside Bank-street would be any better by substituting a bridge for the culvert.

254. I do not ask you whether, if you make certain exceptions, things would not be better; but whether you are not of opinion that a bridge would be a more effectual safeguard than a culvert in Bank-street, against this accumulation of water? No doubt of it.

255. *By Mr. Rusden* : It appears from evidence, and from the plan, that it was the intention of Government to keep Bank-street as an open street? I do not know what was the intention of the Government as to a street.
256. Do you not think if parties purchased allotments in this street, with a view to its being an open street, that they are entitled to some compensation for its being stopped up? I am not aware that any allotments have been purchased with that impression.
257. In Mr. White's evidence, in answer to 226, he says, "the culvert at that time was in a state of collapse"? From the evidence I have seen I think the witness hardly know the meaning of the word "collapse."
258. At 37 you will find the following question by me—"You stated that that culvert was in a state of collapse; by that I understand that it was completely choked? Yes; I pointed that out to Mr. Bewick, and he admitted that a couple of navvies in six hours could repair that, but he said he would not do it so long as the parties complained that the railway was an obstruction." And then at 39, "When you inspected it the water had been stopped, and was within eighteen inches of the top of the culvert? Yes, and the whole of the other side of the culvert was perfectly dry."—That is, the space between the two culverts was dry; the culvert on the Morpeth Road had conveyed away the water, and the culvert on the embankment was choked? I think Mr. White was entirely mistaken in that; because a culvert is choked up it is not therefore necessarily in a state of collapse; but in this case, as I have already stated, the land on the outside of the railway fence was not sufficiently low to allow the water to pass through it.
259. Of course we cannot dispute the correctness of your plan, but it appears from the evidence taken before the Committee, that the water is all taken away by the culvert in the Melbourne road, but that it is stopped by the railway culvert? There are few things so deceptive as levels, to general observation, but I have had these levels taken, and I have no doubt of their accuracy, and on one occasion I had a drain cut to shew Mr. Robinson that by that means the water might be carried away, but he has allowed that drain to silt up again.
260. What is the distance between the two culverts? About six or seven chains.
261. You say that that culvert upon the Melbourne street or Morpeth Road is not sufficient to take away the water? Certainly not, if the culvert under the railway is insufficient.
262. If the water is obstructed by that culvert not being large enough, still, as there are six or seven chains between the two culverts, a very large body of water would be formed between the two culverts without extending beyond the railway culvert? No, water will always find its own level.
263. Water will always find its own level certainly, but there is a large space of land here to be over-spread? No doubt, but if the culvert at Morpeth Road were blocked up, it would block up the water on the western side as well as on the eastern of the railway.
264. There will be a shallow pond, no doubt? But as the ground is tolerably level between the invert of the culvert on the Morpeth Road and up to Mr. Robinson's property, the water that would be dammed back at Morpeth Road would be dammed back on his property.
265. Looking at the evidence—the evidence seems to say that has not been the fact—seeing that there are six or seven chains between the two culverts, is not it apparent that if, while there was one embankment there might have been some injury, with two there must be a greater injury? The only difference in the injury must be the area of the embankment deducted from the whole pool of water, which, I should think, would not raise the level of the water one-eighth of an inch.
266. *By the Chairman* : You have the levels, and have no doubt of their being correct? Not the shadow of a doubt.
267. *By Mr. Rusden* : If the land of the Court House Reserve were sold do you not think it would fetch a great deal of money? I really do not know.
268. You are aware that at present the Court House is standing in an isolated part of Maitland, and is without any accommodation for jurors or witnesses? There is no accommodation there, but Maitland is only a short distance off—half a mile probably.
269. What would be the expense of making communication with the Court House down William-street, either by, under, or over crossings—? I do not think either under or over crossings could be made to be of any use.
270. *By the Chairman* : Could a level crossing be made there? Yes, by removing the station buildings and platform.
271. By removing the station a level crossing could be made? Undoubtedly, and with Bank-street, you would have four crossings in about a quarter of a mile. There is a bridge under High-street, a bridge under George-street, a level crossing at King-street, and a bridge over Melbourne-street. The level crossing at King-street and the bridge over Melbourne-street, answer every purpose for the accommodation of the Court House. The whole distance is very short, between the two points about three-eighths of a mile.
272. *By Mr. Piddington* : If a bridge were built at Bank-street would not that be equally convenient? If we build a bridge we must make provision for the drainage that now runs down Bank-street; and unless a culvert be built we must have a creek running down the centre of the opening of the bridge, and I do not think that would be found a very convenient crossing to the Court House and Gaol.
273. *By Mr. Rusden* : You say you do not think a crossing could be advantageously made in William-street, on account of the railway? I do not think so; I think it would be very expensive, and extremely inconvenient.
274. Will you state where the junction of the Morpeth line is contemplated to be made by the Government? At Pitnacree Road.
275. Then the Government intend to take the lower line? The lower line; of course I do not know the intention of the Government with regard to the construction of that line; That is the line I originally laid down.

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276. *By Mr. Cummings* : Would it not be desirable to make a culvert on the Morpeth Road, large enough to enable the water in flood times to escape? I think so.
277. Do you think if that were done this property would be protected from the injury now caused by this destructive element? I think so.
278. Without it you think it will not? I am quite sure that the formation of a bridge would have no effect upon the damage of the property in Bank-street, without the enlargement of the culvert under the Morpeth Road.
279. Would you advise the enlargement of the culvert under the Morpeth Road? If the Committee decide upon building a bridge over Bank-street I would then recommend that it be enlarged.
280. If the culvert were to be replaced by an open bridge, are you of opinion that the evil complained of by some of the witnesses, as to the culvert being stopped up by sand and debris, would be remedied? An open bridge would not be likely to be filled up, but I had not heard of the culvert having been stopped before I heard it here.
281. In case of a culvert being stopped up by debris and sand, the water must find its level somewhere? No doubt. Bridges are better than culverts, unless the culverts are of sufficient size to carry off the water.
282. From your experience you are aware that a great quantity of water falls in this Colony in a short space of time? Very short.
283. To guard against these visitations it is your opinion that it is quite necessary to erect a bridge here in place of a five feet culvert? I do not say so; I say a bridge is less likely to obstruct the water than a five feet culvert, but that it would be of no use to build a bridge there, unless there were an enlargement of the opening of the culvert in the Morpeth Road.
284. Have you seen in the evidence that it is stated that this culvert has been filled up, and the water stopped by debris and other matter brought down to it? I think it is stated so in the evidence.
285. In the case of water remaining there for a length of time it must be very injurious to the adjacent property? No doubt; property must be seriously injured by having water surrounding or over it.
286. About what amount would it cost to make a drain large enough to meet the necessary requirements here? I would build a bridge if I removed the Morpeth Road culvert.
287. An open bridge? Yes.
288. The expense would be very small? I should think about £150 or £160.
289. It is your opinion that an open bridge would be better for that purpose than a culvert? I certainly think so.

PROCEEDINGS OF THE COMMITTEE

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

SYSTEM OF RAILWAY LOCOMOTION PROPOSED BY MR. E. BELL.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON THE

SYSTEM OF RAILWAY LOCOMOTION PROPOSED
BY MR. E. BELL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
17 *January*, 1862.

SYDNEY:

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1862.

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1861-2.

SYSTEM OF RAILWAY LOCOMOTION PROPOSED BY MR. E. BELL.

PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly appointed on 12th November last, "to inquire into and report upon the Inventions and System of Railway Locomotion brought forward by Mr. E. Bell, Civil Engineer," with power also, "to inquire into and report upon the applicability of a recent Invention of Mr. W. G. Caporn, for stopping or checking Locomotive and other Engines on inclines, by means of iron frills or ratchet wheels on their axles;" and instructed on the 3rd instant, "to inquire into and report on the character and merits of the Bridge invented by Mr. Woore,—with power to send for persons and papers,"—have agreed to the following Progress Report :—

Your Committee have not been able to make much progress with the investigation "into the Inventions and System of Railway Locomotion brought forward by Mr. E. Bell, Civil Engineer," as the subject being of a scientific nature, it was necessary to have the evidence of each witness printed and circulated among the Members of the Committee before taking further evidence. This has caused considerable delay. But your Committee think the subject of so much importance that they would respectfully recommend that the question be again referred to a Select Committee next Session.

2. With regard to the Invention of Mr. Caporn, your Committee have examined the witnesses named in the margin, whose evidence clearly shews that it is not advisable for the Government to adopt it on our Railways, as it is not an improvement on the system of breaks now in use.

Mr. W. G. Caporn.
J. Whitton, Esq., C.E.
E. Bell, Esq., M.I.C.E.

3. Your Committee have not had time to enter on the subject of Mr. Woore's Bridge, the instructions to do so having been issued so late as the 3rd instant.

J. BOWIE WILSON.
Chairman.

Legislative Assembly Chamber,
Sydney, 17 January, 1862.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 15 NOVEMBER, 1861.

MEMBERS PRESENT:—

Mr. Forster,	Mr. Dalgleish,
Mr. Wilson,	Mr. Suttor,
Mr. Sutherland,	Mr. Rotton.

J. B. Wilson, Esq. (on motion of Mr. Rotton), called to the Chair.
 Votes, No. 40, (12th instant, Entry 5,) appointing the inquiry, before the Committee.
 Committee deliberated as to their course of procedure, and

It was Resolved,—

- (1.) That Mr. W. G. Caporn, and Mr. E. Bell, *City Engineer*, be examined before the Committee at their next meeting.
- (2.) That a letter be addressed to Mr. Whitton, Engineer-in-Chief, Railway Department, inviting him to attend during the examination of witnesses, if he think fit.

[Adjourned to Thursday next, at Ten o'clock.]

THURSDAY, 21 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Forster,	Mr. Rotton,
Mr. Dalgleish,	Mr. Lucas,
Mr. Hay,	Mr. Arnold.

(Mr. Whitton present in the room during the examination of witnesses.)

Mr. W. G. Caporn called in and examined.

Witness handed in a Report upon his invention for the economical working of Railways, Tramways, &c. (*Vide List of Appendix.*)

Rough plan of projector's idea laid before Committee.

During the examination of witness, the Chairman having occasion to leave the Chair,—

Mr. Forster was called thereto.

Examination continued.

Mr. Wilson, re-entering the room, resumed the Chair.

Examination proceeded with; when,

The Chairman again having occasion to withdraw,—

Chair taken *pro tem.* by Mr. Lucas.

Examination of witness continued.

Chair resumed by Mr. Wilson.

Witness here illustrated his invention by models.

Examination concluded.

John Whitton, Esq., C.E., *Engineer-in-Chief, Railway Department*, examined.

Edward Bell, Esq., C.E., *City Engineer*, examined.

[Adjourned to Wednesday next, at Ten o'clock.]

WEDNESDAY, 27 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Lucas,	Mr. Rotton,
Mr. Dalgleish,	Mr. Sutherland.

(Mr. Whitton present in the room during the examination of witness.)

In the temporary absence of the Chairman, Mr. Lucas called to the Chair;

But, before proceeding to the business of the Committee, the Chairman entered the room and resumed the Chair.

Edward Bell, Esq., M.I.C.E., *City Engineer*, further examined.

Chairman laid before Committee letter from Mr. W. G. Caporn.

Committee considered the same.

Resolved: That the letter be printed and entered on the Minutes of Proceedings.

" *Sydney, 26 November, 1861.*

" The Chairman of the Select Committee on Mr. E. Bell's Invention.

" Sir,

" I beg respectfully to call the attention of the Committee to a remarkable verification of my report and evidence before the Committee, in this day's *Sydney Morning Herald*, (Tuesday,) by a Mr. C. A. Fitzgibbon, Engineer, of Nelson, New Zealand, entitled " ' Cheap Railways,' and whose report is absolutely at variance with the opinion of Mr. Whitton, the Engineer-in-Chief.

" I

" I beg leave also to state, that I have looked at the Pitt-street Tramway, and that
" it would afford the necessary place for a trial of my invention, such trial not to cost the
" sum of one hundred (£100) pnds.

" I am, &c.,
" WM. GOODE CAPORN."

Ordered, That copies of Evidence be circulated amongst the Members of the
Committee as soon as printed, and that Mr. Whitton be also furnished with a copy.

[Adjourned.]

TUESDAY, 17 DECEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Lucas, | Mr. Dalgleish,
Mr. Sutherland.

Committee met, pursuant to summons.

Copies of printed Evidence previously distributed amongst the Members of the
Committee, and a copy transmitted to Mr. Whitton.

J. Whitton, Esq., *Engineer-in-Chief, Railway Department*, examined.

Evidence to be circulated as before.

[Adjourned.]

FRIDAY, 10 JANUARY, 1862.

MEMBER PRESENT:—

Mr. Wilson.

In the absence of a Quorum, the meeting called for this day lapsed.

TUESDAY, 14 JANUARY, 1862.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Lucas, | Mr. Forster,
Mr. Dalgleish.

Committee having met, pursuant to summons, deliberated,—

And adjourned to *half-past Eleven, A.M.*, this day.

There not being a Quorum present within half an hour after the time appointed,
the meeting lapsed.

WEDNESDAY, 15 JANUARY, 1862.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Forster, | Mr. Dalgleish,
Mr. Arnold, | Mr. Sutherland.

(Mr. E. Bell, *City Engineer*, present in the room.)

Committee met, pursuant to summons.

John Whitton, Esq., *Engineer-in-Chief, Railway Department*, further examined.

In the course of examination, parties requested (on motion of Mr. Dalgleish) to
withdraw.

Committee deliberated.

Parties called in.

Examination resumed, and concluded.

[Adjourned.]

FRIDAY, 17 JANUARY, 1862.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Forster, | Mr. Dalgleish.

Committee met pursuant to summons.

Chairman laid before the Committee, Draft Progress Report.

Proposed Progress Report read, verbally amended, and agreed to.

Motion made (*Mr. Forster*) and Question—That this be the Progress Report of the
Committee—*agreed to*.

Chairman to report to the House.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

SYSTEM OF RAILWAY LOCOMOTION PROPOSED BY MR. E. BELL.

THURSDAY, 21 NOVEMBER, 1861.

Present:—

- MR. ARNOLD, MR. DALGLEISH, MR. FORSTER, MR. HAY, MR. LUCAS, MR. ROTTON, MR. WILSON.

J. B. WILSON, Esq., IN THE CHAIR.

Mr. William Goode Caporn called in and examined:—

1. By the Chairman: This Committee has been instructed to inquire into and report upon the applicability of a recent invention of yours, "for stopping or checking locomotives and other engines, on inclines, by means of iron frills or ratchet wheels on their axles"—perhaps you will be kind enough to state to the Committee what your invention is? I have drawn up a report which, with the permission of the Committee, I will read. I have also had a model made, on a scale of an inch to a foot, which I hope to produce before the Committee. (The witness read the report. Vide Appendix.) 2. Perhaps you will have the goodness to describe to the Committee what your invention is? The invention consists of a ratchet in the centre of an axle or between the wheels; a ratchet is a very different thing from a cog; it is very simple, and also easily applied; it is cast of good metal, and either keyed on or the part left square. The frill is put on the square, so that it cannot possibly shift. In going up an incline, when the traction moderates, you have no occasion for a break on the periphery of the wheel, because the backward motion of the carriage is sufficient of itself to arrest it. In going up an incline the traction is hauling up the carriages, which have a tendency to go back, but the pall falls into the ratchet on the axle and prevents the wheels from going back, the pall being fixed to the bottom of the carriage, it falls down into the teeth of the ratchet, and it is lifted by means of a wire or lever; but if you want to come down an incline, the pall falls down and skids the two wheels, for the axletrees revolving with the wheels, if you skid one wheel you skid the other. If you have horse traction in going down an incline at any speed, the carriages would run over the horses without the break were applied; but I say here, (referring to report) "My invention is not meant to stop a train going at a great speed, except in case of extreme danger." I do not mean this (my invention) to stop a train suddenly, but to assist in going up an incline. If you were able to save a great cutting, and to go up and down an incline slowly, say five, six, or seven miles an hour, you, when you had gained the top, might drop the pall here (referring to plan), and then you would be able to slide gently down the rail; once at the bottom of the hill, the pall could easily be lifted,

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but you would perhaps have to stop the train to do that; still the great advantage of having managed to ascend over a very steep incline would render the momentary stoppage of very little consideration. In going up an incline with the present break, the whole of the dead weight hangs on the last carriage; the carriages have a tendency to run back from the engine or horses, and hang on to the break van, and if you were to take the break off the whole of the carriages would slip back; but this (my invention) keeps them firmly chocked up, so that if there were a number of carriages there might be a little slack between the coupling-chains, the engineer might turn on the steam, and be able to pick up his load by degrees; the driving wheels would not have the whole weight hanging upon them at once, but the load might be gradually picked up. I say here (*referring to report*), "The savings on the permanent way," &c. That is a point it is useless to make any remark upon. Then I say, upon the level part of the country you do not want the heavy rails and chairs you have now—I say there will be less wear and tear, in consequence of using light engines. I consider that the traffic on any of the proposed lines would be very small indeed, and that light carriages, half the weight of the present ones, would be sufficient to carry any goods or passengers that may be required for some years to come. The reason that we have been obliged to have such heavy engines has been the enormous weight of the carriages. I have heard several remarks made about having to keep the permanent way macadamized if you have horse traction, but I consider that if the sleepers were laid close, say nine inches apart, you would enable the horses to have a good footing. The preparation I refer to in my report, is a preparation of coal dust and tar, which anneals and makes an excellent foundation, and with a little burned earth over the top, I do not consider blue metal would be required between the rails at all. I say—"My system does not interfere with the present rolling stock." This ratchet could be fitted to any carriage on the present railway without any difficulty. Then I say "acting right and left towards a centre" both these ratchet wheels (*referring to models*) act towards a centre.

3. *By Mr. Dalgleish*: With the frills reversed? Yes; it does not matter which one you put, so long as one is right and the other left, so as to have the teeth altered—the same ratchet makes up or down the same side of the incline. I say (*referring to report*) "The principle of the motion is also correct, as if a train going at twenty miles an hour, the axles being nearer the centre, the revolution is so considerably less." Supposing a carriage to be going twenty miles an hour, the nearer the axle the less the revolution, and consequently I believe you would have more power to stop by applying the break to the axle, than by applying it to the periphery of the wheel. And as to not helping the traction, I certainly consider this does not help the traction, but it enables the traction to have a greater command over the train, for in going down a steep incline you would require to have a certain number of the wheels locked; you could then have a certain number of the wheels locked by this, and you could regulate the speed, if necessary, by means of the old break, or by means of a band on the axletree, which could easily be done. I have not done that, but there would be no difficulty in putting a band to the axletree. The other day I was at the station, and I saw two engines and eighteen or nineteen carriages leave the station; I should say the weight of that rolling stock, engines and carriages, must have been 160 tons at least to draw, from what I had ocular demonstration of, I should say a weight of 25 to 30 tons, including passengers and horses, as freight. I have not had much experience in the weight of trains, and I cannot say what they weigh to a ton or two, but I should imagine that the engine would weigh from 35 to 45 tons, and the carriages would weigh 4 tons each. By my system you would have light carriages. My remarks do not refer to the lines now constructed; they are entirely confined to the lines projected. I consider that between this and Parramatta my break would not be of much use, because there are not many inclines, and the speed is high. My remarks more particularly apply to mountainous country between here and Bathurst or any other part of the Colony. With horse traction I consider that mails and passengers could be carried at from ten to twelve miles an hour, light freight from five to seven, and goods from three to five, take the average, because up inclines they would go much slower, but they would be able to push along on the level country. I cannot say positively at what rate you would be able to go, but I should say, on the average, the journeys might be made at those rates. I say, "A very essential part of my scheme is to have great care taken in laying down the permanent way." I would have the character of the permanent way of the very best description, both as regards sleepers, rails, and all the other necessary things. "Light engines would also be quite sufficient for all traffic likely to be on any projected lines for years to come." There would also be great savings in cuttings and embankments. It would be necessary to make some cuttings, but in an undulating country, where the gradients were not more severe than one in fifteen, I should think you might, in a measure, go over the natural surface of the earth. "On the whole, by adopting my ideas, the Colony will be able to construct railways at a cost within its means, regular communication will be completed, but at a low rate of speed—of itself not of much importance when compared with the double advantage attained." As to my own experience in these matters I certainly do not consider that the building line and timber trade is railway engineering; but, at the same time, I had a great deal of experience when I worked at the bench. We had a very large establishment in England, and I was brought up by my employer in that way, with the idea that I should take the business, which I should have done but for circumstances which I thought did not justify me in doing so. I had a great deal of experience at the bench which has enabled me to bring this into operation. When I came to Sydney I was impressed with the belief that something might be done to assist traction up steep inclines. After a long time the idea struck me, but it was very different from what it is now, but by degrees I brought it to its present state. I consider that I am quite capable of discussing the subject with anyone, and that I thoroughly understand it.

4. *By the Chairman*: Have you obtained a patent for this invention? Not in the Colony; I have never applied for one. Messrs. Newton, of 66, Chancery Lane, are my agents in London, and they state that the idea is invaluable for street tramways—for tramways and railways on which a low speed is employed—but in England it is not of much importance on railways, because there a high speed is required; it is a different country to this; the country is level, and capital is of no importance; it is not important what amount of money they spend on a railway, but in a country like this, where you may travel, as I have done, within the circuit of these projected lines, for a hundred miles and not meet a single individual—I did not on that occasion go along the high road, but I travelled from station to station in New England; from Armidale to Hanging Rock, I went a hundred miles in that district, and did not meet a soul the whole way. In England speed is the main thing; if a man has to go from London to Liverpool, he wants to go as speedily as possible; every minute is an object, but in this country I consider that if a man has to come down to Sydney from Bathurst he is better pleased if he can come down in a day and a half comfortably, than if he has to come down as he does now, he does not know when.
5. What you mean to say is, that the gradients in England are so easily overcome that there is not the same necessity for your invention there as here? Yes.
6. *By Mr. Dalgleish*: You were asked if you had taken out a patent for this in England? I have taken out provisional registration; that was the last advice I had from Messrs. Newton.
7. That is what has to be done before a patent is granted, before it is inquired into? Yes, I believe so; I am not aware what the patent law is in England; I have passed a good many patents here.
8. You state that your invention is "something entirely new and original?" Yes.
9. Have you seen your invention, or something very much like it, used on board vessels? Yes.
10. Have you seen it used in crane winches? Yes.
11. Have you seen it used on what are termed patent hoists—windlasses? Yes.
12. In all these different machines for raising weights or stopping weights in motion? Yes.
13. This is exactly the same as the ratchet used upon these machines? Yes.
14. Only you apply it to weight ——? In a different way.
15. To weight in traction? Yes.
16. That is to say, to holding weights suspended? It is hardly suspended.
17. It is in a state of suspension, more or less inclined to run down or fall? It is gravity, not suspension.
18. It retards the motion? Yes.
19. You wish to retard a weight in motion going down an incline? Yes.
20. Is not that an adoption of an old principle? I say so—I say my "application."
21. You say "I also put forth my invention as something entirely new and original"—if you look at your description you will find those words? Yes; but in my plan originally published I say "Caporn's application." I consider the idea entirely new and original for the purpose to which I apply it. I call it my application; it is nevertheless my invention.
22. As it reads here, it is your "invention?" Yes; it is by the use of my "application and invention."
23. You stated that in going up an incline, the engine or the horse may pick up his load by degrees? Yes.
24. What are we to understand by that—I think you stated in explanation that the horse, by having slack coupling chains, could tighten up one wagon, or the engine could tighten up one wagon, and then the second wagon——? Yes, the divisions; it would be in this way—supposing you had four carriages, and one had a break, the horse would get that division first, there would be a slight motion on that before the horse had moved the others. Perhaps I may put it plainer—have you ever taken hold of the shafts of a cart?
25. Yes, I have? Well, you have had great difficulty in starting that cart, but if you were going up hill, and you had a chock behind which fell the moment you moved it there would then be a retrograde movement.
26. If it were heavier than myself I could not move it? If you once got it in motion.
27. But I could not if it were heavier than myself? You would have some difficulty in starting it, but when it was once started there would not be the same strain upon you as you would have had at the moment of starting.
28. That is to say, it would require more power to overcome the inertia of the load, when in a state of rest, than you would need to expend to keep it in motion? Yes.
29. In what way do you expect to gain advantage by the application of this to a train? In an engine—that is, steam power—it is not of so much consequence as in horse traction.
30. You say that you are not only going to make great improvements with regard to horse traction, but in the construction of railways, so as to allow carriages to go at twenty miles an hour on descending gradients? On the average; I do not mean to say that you could ascend and descend inclines at twenty miles an hour.
31. Let us suppose an incline of one in thirty; your train is half way up this incline, the engine is incapable, from loss of pressure or other cause, of progressing any farther up this incline, what then would be the result of the application of this ratchet, supposing it were powerful enough to arrest the downward progress, and to keep the train on the position it has arrived at—what advantage do you expect you would get? You would hold all you had made. A guard going up a steep incline can have no idea of the moment at which the coupling chain might break, but suppose he were going up this incline of one in thirty he would put down this break, and the consequence would be, if the coupling chains broke at any moment

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- moment on that incline, the train would be arrested from running back, because it would go on of its own accord, for a certain way, by the power of the traction, till it absolutely stopped.
32. Then it would be necessary for the officer in charge of the train to put down these breaks at every incline? Not absolutely necessary; not if he did not think fit.
33. If he did think fit? If he did think fit; but you must bear it in mind that in going up to Goulburn, for instance, he could leave one break down the whole of the distance, it need never be taken up.
34. What would be the effect of that? The effect of that would be that at any moment it would prevent the retrograde movement of the train.
35. Would it not cause a noise as if fifty or sixty watchmen's rattles were sprung together? That could easily be obviated by a leather.
36. How long would that last, with the continual clatter caused by the engine going at twenty miles an hour? I very much question whether there would be any clatter heard.
37. *By Mr. Rotton*: But the leather would wear? I do not think it would wear very much. The guard need not do that—keep the palls down—without he thought proper.
38. *By Mr. Dalgleish*: But if he did think proper, the guard must enter every carriage to let down the break? Not enter.
39. He must proceed to every carriage in order to let down the palls? He must let them down.
40. He must proceed from one carriage to the other; he has no mechanical or other communication from one carriage to the other for the purpose of letting down the palls? He could let them down in one or two carriages near to where he was without any difficulty.
41. Of course you will admit that the weight of the train would be held by these palls—what would be the weight of the carriages, with the passengers, so suspended upon these palls, and what force would be necessary to draw the pall up, in order to enable the carriage to move, as if the pall were allowed to remain down, the train must remain there for ever—what means would you take of raising the pall? You do not want them taken off.
42. Excuse me—the weight of the carriage, at any rate, must rest upon the pall; now, supposing a train to stop when half-way up this incline, the weight of the carriages and passengers is upon the pall, which has arrested the motion of the carriage downwards; before you could relieve the pall of this weight it would be necessary to rise up the hill, or to get the weight from the pall—what means have you of doing this, in order to allow the carriage to go down hill, seeing that it could not be got up hill; what step would you take to relieve the pall from the weight, in order that it might get down? If you had horse traction you would have no occasion for it.
43. You speak in your report of engines going at twenty miles an hour, of the heavy gradients that may be surmounted, and the astonishing cheapness with which railways are to be made in consequence of your invention? I say you want a certain number of palls down in order to descend with safety.
44. How are you to get them up? You do not want to get them up till you get to the bottom of the incline.
45. I am supposing that the train is half way up this incline, and that the engine is not powerful enough to surmount the ascent; I am admitting that the ratchet pall is sufficient to sustain the full weight of the train, and to keep it at this portion of the incline—what means have you of relieving the pall, in order to allow the train to go down the hill if necessary, as it would be, seeing that you could not go forward? I consider that you do not want to take it off—you want to put the break on going down the incline, to prevent weight overrunning draught.
46. We are coming up? Then you do not want to take it off at all.
47. I am supposing that the engine cannot take up the train; it is necessary then, seeing that it cannot be got to the top, that it should be got to the bottom? But you do not want to take off the pall in order to get the engine and train to the bottom.
48. I am supposing a state of circumstances of this kind—that an accident has occurred to the engine when it has got half way up the incline, and that it is unable to proceed further; then, although your invention might be powerful to prevent the engine from running backward, the engine is relieved, and remains at rest where it is; but the engine being incapacitated from proceeding to the top of the incline, and the whole of the weight resting upon the pall, what means have you of releasing the pall? You do not want to take up the pall, because it merely skids the wheels down hill.
49. You understand that there is a possibility of an engine being disabled? If you could not go up, you could go down; if you were to take off these palls the train would run away.
50. How are you to take them off? You do not want to take them off; if these were taken off the train would run down.
51. What provision have you made against this? If you take the pall off the train will run away of its own accord.
52. How would you get it off? This (*referring to model*) merely skids the two wheels down. At the present stage I have not thought of taking off the palls, because I have not thought it would be necessary to take them off*.
53. *By Mr. Rotton*: The same thing struck me that has occurred to Mr. Dalgleish. You consider that when a train is on an incline it is not necessary to remove the pall, because if you wanted to go down it would be necessary to keep the wheels locked going down hill to enable it to go down safely; but how are you to relieve the pall when you get to the bottom unless you can turn the wheels back? When the train comes to the level you have no farther pressure on the pall.
54. *By Mr. Dalgleish*: You say you are unable to answer the question I have just put to you? Yes, at present.

* NOTE (*on revision*): But if it were, they could be taken off by leverage.

55. You state that "the saving on the permanent way would be on levels, plate rails"—what do you mean by "plate rails?" Flat rails. Mr. W. G. Caporn.
56. How would you save on them? I consider that plate rails would be cheaper than bar iron and chairs. 21 Nov., 1861.
57. Will you explain the apparent discrepancy in your report. You state that there would be a saving on the permanent way, and then you lay stress upon the fact that you would have the permanent way of the best construction and material; indeed you say it is necessary for the success of your scheme that it should be so? No, I do not say it is necessary; I say flat rails would be as good for the permanent way as any others, on levels.
58. Will you give your reason for thinking so? I consider that an iron rail is merely hollowed; it is a bar of iron merely hollowed in the centre for the chairs to hold it. I cannot see that there is any difference—a flat bar of iron would wear as long as a rail.
59. Are you aware that many rails are flat where they enter the chair; that they have no hollow where they enter the chair, but merely a T head? Yes; that is a bar.
60. A flat bar? The T is flat on the top.
61. But it is a T rail, consequently not a flat bar? Exactly so; I put that in italics, so that I think you will pretty well see that I do not attach much importance to this.
62. You say you will endeavour to follow as much as possible the natural surface of the earth, and you also say a great deal about speed with an enormous decrease of cost—in what way do you calculate you will be able to accomplish this enormous decrease of cost? In cuttings.
63. What gradients do you propose to use? I consider that you might go up gradients as high as one in fifteen, if occasion required.
64. If it were necessary? If necessary.
65. You have thoroughly explained that if you stop in the middle of an incline of one in fifteen, there you would have to remain—you have no way of getting down? You would not allow me to explain.
66. We shall be happy to hear you. Suppose that in the middle of an incline of one in fifteen, your engine is disabled, you cannot get up,—how are you going to get down? The least movement—a very little pressure—would be required to send the train of its own free will and accord down the incline.
67. You have provided securely, by means of the ratchet, that the train shall not go down; but I understand you that you have provided no means of release from the pall? In going up an incline I provide that you shall lose no ground, but in going down I provide that the train shall not overrun the draught power by the use of the same ratchet it makes up or down the same side of the incline. If you had not this ratchet down your weight would overrun your draught power, and then, according to my idea, you do not wish to take it off; but supposing you did wish to take it off, I am not at the present moment prepared to answer your question as to how it could be done. That it could be taken off* I do not doubt, but I thought if there would be any necessity to take it off, and therefore I am not prepared to answer your question.
68. You are aware of the way in which I asked my question—It is frequently the case that an engine is disabled; now if an engine were disabled at the critical moment when it was half way up this incline of one in fifteen, the train would then stop; there would be no momentum; the pall would simply sustain the weight of the load upon the incline of one in fifteen; the whole weight being thus upon the pall it is absolutely necessary that the train shall go down the hill, because the engine being disabled, it follows, as a consequence, the train cannot be taken up the hill; and supposing that a train is coming upon the same rail in an opposite direction, it is absolutely necessary for the safety and lives of the passengers that the train shall go down hill;—to meet such a case you know of no provision in order that the palls may be released? I do not think there would be any occasion to take the palls off, because if you took them off the train would run away, and you would have no command with your draught power.
69. *By the Chairman:* Would it be very difficult to bring the train down this incline, even though the palls were locked? No; you would be compelled to have a certain number of the wheels locked if you had horse traction, otherwise the weight would override the horses.
70. *By Mr. Dalgleish:* You state that "the principle of the motion is also correct, as if a train "going at twenty miles an hour, the axles being nearer the centre, the revolution is so "considerably less;" and then you illustrate that by saying, "the wheels being about "forty-two inches over, and require eleven feet to make a revolution, not so the axles and "frills which if a foot, only require three feet to make a single turn, consequently are more "easily arrested"—I should like you to explain that, for really it seems to me to be quite the reverse? I will illustrate it in this way—supposing you were turning the handle of a fly-wheel, the fly-wheel may be six, eight, or ten feet over; now in going round the periphery of the fly-wheel is travelling at an enormous rate, not so your arm, you would then much more easily arrest the fly-wheel by applying a certain force to the axle than to the periphery of the wheel; but I do not mean to stop a train going at great speed.
71. I simply ask you to explain what you mean by stating that the pall will have a greater effect in stopping a train if applied near the centre or on the axle, than it would if applied on the periphery of the wheel? I consider that the nearer the axle the less the revolution.
72. I will grant that, as it is the theory that the exact centre of a rolling body is stationary—that, although a fly wheel may revolve a hundred thousand times a minute, the exact centre does not move at all? Yes.
73. Upon the same principle you think—? I consider that as this wheel is going round (*the witness here illustrated his meaning by reference to a model*) it goes over less space here (*at the axle*) than here (*at the periphery*).
- 74.

*NOTE (on revision):—By leverage.

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74. Here is an illustration I would like you to explain,—“ as if a man was to cross a precipice, with a causeway only one foot wide, he would be afraid of falling if attempting to cross; but suppose he had two guys the whole length to hold in his hands, he would be enabled to overcome that which he otherwise would not have attempted; so it is with my invention”—in what way is your invention like that? I consider that it is perhaps rather strongly put there. In going up an incline you would have no chance of reaching the top if these palls were not down; if you had not these palls you would not attempt to go up so steep a gradient as one in fifteen.
75. *By Mr. Rotton*: But you can stop a wheel with the ordinary break, cannot you? Yes; but the difficulty is supposing the coupling-chain to break—the guard might not know when a coupling-chain would break.
76. *By Mr. Dalgleish*: Have you paid attention to question what amount of extra strain would be thrown upon the axle by this pall and ratchet, and how much stronger it would be necessary to make the axles in order to adapt them to these frills? That is a question which could be answered only by practical experience.
77. Have you not considered that? No one can tell from a model. It is a question I cannot answer.
78. “ My system also in light carriages will give support by having the centres of carriages and axles extra strong”—is it any advantage to have the centres of wheels extra strong? Not the centres of wheels; the centres of axletrees, where the strain would be.
79. That is to say, the carriages would have to be extra strong in order to take the whole strain of the weight? No.
80. Explain it then in your own way? “ My system also in light carriages will give support by having the centres of carriages and axles extra strong”—I consider that in a light carriage you would have strong supports to support the outside of the frame work, which would also have to be strong; the centre of the axletree would be square, and thicker than the other part.
81. What would be the necessity to have the axle square in the middle? Because the frill would be more easily put on. You could put it on in any shape; round, with a key; but if it is put on square it does not require any keying on or soldering on.
82. Soldering on? That is only a remark—I never had anything to do with iron-work.
83. I thought you had had some practical knowledge, because you state “ by going over any proposed line, I can make an estimate of the cost.” When a gentleman goes over a line for the purpose of surveying it, it is to be supposed that he has some practical knowledge? I consider that I am capable. If an engineer were going over a line to estimate the cost he would not carry a tape in his hand, at least he might do so, but he would have to ascertain the price of brick work and timber, and he would have books to refer to, and other things. I merely make the remark because it would be impossible to make an estimate of the cost of any railway in this Colony without going over the line.
84. What do you consider the weight of a light engine to be? From fifteen to twenty tons.
85. What do you include with the engine—do you include the tender? If you had a light engine you would naturally want a light tender.
86. What would the weight of the tender be? I am not prepared to say.
87. Because you speak so authoritatively I thought you had studied it? I must put something definite down.
88. Will you give this something definite? In light engines?
89. Yes? I consider from fifteen to twenty or twenty-five tons would be a light engine. On all railways there are different kinds of engines—auxiliary engines, and engines for heavy draught.
90. You stated that the other day you saw an engine and train weighing at least 160 tons, with passengers and horses amounting to 30 tons only—will you explain what you mean? I had to be at the railway station last week, and I saw two engines. I did not weigh them, but I take it for granted that they weighed from 35 to 45 tons.
91. Why do you take that for granted? From what I hear. I have always understood that railway engines in this country weigh from 35 to 45 tons.
92. You have no actual knowledge of the matter? I read a great deal; and from various things I have read about the weight of engines, I believe that is about the weight of the engines generally used in this Colony.
93. Do you think so from having read anything authoritative upon the subject? From my ordinary reading and information.
94. I wish you to explain how you come to the conclusion that the weight of this train, which you say carried 30 tons of passengers and horses, was 160 tons. I do not ask you the precise weight; you need not be particular to 10 tons? I consider that each engine and tender weighed 40 tons, that is 80 tons; and then there were about 20 carriages, which I should say weighed about 4 tons each. I happened to go by the station when the train was going away, and that was the observation I made.
95. This was not the result of any actual knowledge, or of any practical means of forming a conclusion? From what I saw I was justified in thinking I was correct.
96. Could you judge from any calculation, or what way had you of forming a judgment; or was it merely an idea of your own without any actual means of judging? It was from an idea of what I was led to believe of railway matters and other things. You must understand that I state here my ideas, and I endeavour to put them in as plain a form as possible; but you ought to make a little allowance for me; you are a practical engineer, and I am not.
97. *By Mr. Forster*: Have you considered what would be the possible cost, at a rough estimate, of testing this plan of yours? I consider that the actual cost of fitting this (referring to model) to the frill, a carriage, would not exceed £10.

98. Will you have the goodness to answer the question—what would be the entire cost of testing your invention? I should say perhaps £100; that is allowing for horses, or fuel, engineers, &c.; and, of course, I suppose that the railway authorities would let us put it on the railway or tramway.
99. Could it be tested on the existing railway? Yes, on the railway under the Parramatta-street Bridge—that is rather a steep incline—or on the Pitt-street tramway.
100. Have you applied to the Government to have it tested? No, I merely forwarded the plans.
101. Then the Government have given no opinion upon the application of your system? No; I saw Mr. Whitton; I gave him a plan and a little slip of paper published with the plans.
102. You have laid it before him? Yes; I asked him if there was any chance of its being of any use to the Government, and he said he did not think there was, because he thought the present break would answer every purpose.
103. With regard to applying this system of yours, do I understand you to say that in going up inclines it might be made self-acting? Yes.
104. In that respect, is not the analogy complete between it and the plan adopted with regard to windlasses? Yes.
105. It could not be made self-acting as a check going down an incline? After you had surmounted an incline you would have to apply the other break.
106. Then your plan could be easily applied going down an incline? Yes; supposing you had horse traction or engines, and you were going up an incline at seven or eight miles an hour, when you came to the top, and before the carriages began to go down, the man in charge could pass his hand along the side of the carriages and unlock a little rod, the break would then fall down and prevent the carriages running too fast.
107. The break would fall down and would be self-acting then? Yes; it would skid the wheels going down.
108. Do you mean to say that you would have the break down going down the incline? Yes, on the other side, to prevent the train running down. There would be one to prevent its running back —
109. That might be down at any time? —
110. When you got over an incline you would put down the other break? Yes; that would dead-lock the wheels, and prevent the load overrunning draught power.
111. That would stop the train at any time? It would not stop it, but it would allow it to go down gradually; this pall-skidding prevents two wheels turning round.
112. You would put that in operation in all cases? In steep inclines; it would depend upon the steepness of the incline.
113. Then in certain steep inclines you would have this break in operation from the moment you passed the summit? Yes; and if you had a heavy load you would require more breaks down than if you had a light one.
114. Having put the break down there would be no taking it off till you got to the bottom? No, but it would want very little traction to draw it to the bottom.
115. You would put the break down before you passed the summit, but you would not propose to put it down at any time when going down the incline? If it, the train, were going down gradually.
116. Suppose you had not put the break down before you had passed the summit, and as you were going down the incline something occurred to render it necessary to put the break down? If it were going down at a high rate.
117. It would be dangerous? It would not be advisable.
118. In that case your system is not applicable to engines going down an incline at a swift pace? It is not meant for that at all.
119. Then, I presume, your system is open to this objection, that the other breaks must be kept in use for possible cases of emergency? Yes, on the present lines.
120. Your break will not supersede the other mode altogether? Not altogether; it is merely an auxiliary. It is of great use in going up an incline, and there is more difficulty in going up than in coming down.
121. *By Mr. Rotton:* When the break you propose is applied it will have the effect of stopping the wheels altogether? Of stopping two wheels altogether.
122. You cannot apply your break as the ordinary break is applied, that is, merely to check the speed? Excepting you are going at a gentle rate; if you are going at a gentle rate you can.
123. But when your break was put down it would have the effect of stopping the train altogether unless you had an engine drawing it on? If you are going down an incline you have to put the break down to prevent the train going down of its own accord.
124. Sometimes the break is applied only to check the speed of the train? Yes.
125. Your's would stop it altogether, unless the power of the engine were applied? Yes.
126. You could not apply it for the purpose of saving your power? Not with my break alone, but with a band upon the axle.
127. Then, according to your idea, it would be necessary to have another break? It would, if at a high rate of speed.
128. Then if the present break is found sufficient for all purposes, and I have not heard that it is not, why encumber the trains and add to the expense in the construction of carriages by putting your break to them? In the case of horse traction.
129. We are speaking of trains and engines? It was not so applicable to engines as to horse power; in the case of horse power this, I think, would be every thing that would be required.
130. Even with horse power, in going down a slight incline would it not be advisable to have some means of checking the speed without altogether stopping the carriage? The person in charge, going down with horses, ought to have sufficient discretion to know when he ought to apply the break.

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131. The horse might require a little assistance to ease the vehicle down hill, but by applying your check it would necessitate the using of all his power to draw it down hill? Not his whole power.

132. Except so much as the incline would give to the train itself? Yes; supposing you had four or five carriages going down hill, drawn by horse power, you would put down just sufficient—perhaps one of these breaks—to prevent the carriage running down of its own accord.

133. If your break were put down would not the wheels be entirely stopped? Yes.

134. Would not that create a great deal of friction? You must have wear and tear somewhere; you are never able to get down an incline without it; if you use the old break there would be the same wear and tear, for you must have a certain amount of friction on the wheels and rails, and you cannot skid one wheel only; you must skid two wheels on railways.

135. As the wheels are altogether stopped by your break there must be a considerable amount of friction, and that on one spot—would not that have the effect of wearing away the wheel? There would be several teeth on the ratchets; sometimes the wheel would be stopped at one point, and sometimes at another, and probably in the course of a year it would be worn pretty equal all round.

136. Supposing this plan of yours were applied to a train; that you were going down an incline of one in thirty, say of a mile in length—and I understand that there are inclines of greater length than that—supposing it were necessary to go down that gradient at a great speed, say of twenty, twenty-five, or thirty miles an hour, in order to make up for lost time, and that the wheels were tightly locked, do not you think that would create a great deal of friction, and be apt to cut the wheel? Yes, in time; but the friction must be somewhere; you cannot have a break without friction; but I state that this is more an auxiliary break in going down hill.

137. Then you do not consider that we could dispense with the other break if we applied yours? I think you almost could.

138. You say yours is only an auxiliary? It is according to the rate of speed you are travelling at. I do not mean to say between this and Parramatta, or Blacktown, or those places where you want speed; I am talking more of where you want to go safely over a difficult country.

139. In going over this very difficult country it will be necessary sometimes to go at a considerable speed, in order to make up time. For instance, supposing a train is timed on an average to twenty miles an hour, on some parts of the road it cannot go more than ten, on other parts it must go more than twenty to make up for lost time; now, if it were necessary to go at this considerable speed down hill, do you consider this break of yours would be sufficient for the purpose? Yes.

140. Although it would stop the wheels entirely, and create a great deal of friction? The other break stops the wheels entirely.

141. With the present break there is a means of providing against that; the break is greased so that the wheel is not suddenly or entirely stopped? A break is a break.

142. It does not stop the wheel entirely, except when necessary—the wheel is generally allowed to revolve to a certain extent; that must prevent a great deal of friction? If the way is so steep that it is necessary to apply the break, there will not be more friction caused by my break than by the present one.

143. Your break stops the wheels altogether; the other allows them to revolve slowly; now, the wheels must be subjected to more friction if they slide on the rail than if they revolve upon it. There is another thing which has struck me with reference to the application of your break, and that is, whether it would not be in some degree dangerous—your break is to be in some cases applied to the front wheels, and supposing it were necessary to turn a sharp curve—? The front wheels are never stopped by my break.

144. In either case, in going round a sharp curve, as the wheels would be entirely fixed, would not that have a tendency to throw the vehicle off the line? They are all fixed, whatever movement you make; if one side of the wheel turns the other does also; in railway carriages the axles and wheels are always solid.

145. I know that perfectly well, but is there no means of permitting the wheel under the carriage to accommodate itself to a curve of the road? No, it is like a ship, all one mass; if you could strike a ship with a sufficiently heavy hammer the vibration would be felt all over.

146. Would not this necessitate a total alteration in the construction of axles used for carriages? Not at all.

147. How do you propose to apply this ratchet? These wheels are cast first (*referring to models*), then the axles; a hole is then made in the wheels, and the axle is keyed on.

148. You would propose to fix the ratchet in the same way? Yes.

149. Then it could be applied to the present axle? Yes.

150. *By Mr. Lucas*: Your scheme would be more applicable to a horse tramway, where the speed would be about five miles an hour, than to railways? I should say with horse traction it would be available at any speed a horse would go.

151. The great advantage of your scheme would be to prevent the backward movement in going up hill? Yes.

152. For instance, if it were found necessary, when a hill had been ascended half way, to rest the horses, your system would prevent any backward motion? Yes.

153. And the horses would then not have to overcome the retrograde motion? Just so.

154. That is the chief advantage? It is; that is the chief thing.

155. I understood you to say, at the commencement of your evidence, that it would be much easier, and would take less force to break these wheels at the axles, at a diameter of a foot,

than

than at the rims at a diameter of three feet—is not that opposed to the general principle of mechanics; would it not be much easier to stop a wheel, when revolving, at the rim, where the diameter was four feet, than at the axle, where the diameter was only eighteen inches? I think if a frill were put on the periphery of a wheel, and another were put on the centre, the latter would sustain a greater weight.

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156. Would it require the same power to be applied in order to stop it—Supposing a carriage were going at the rate of ten miles an hour, and you could chock it with a piece of wood three inches by three on the outside of the wheel, do you think a piece of wood of the same size and strength, if applied to the axle, would stop it? I do not think it would; but cogs and ratchets are quite different things. I believe, however, that it would be easier to stop a wheel on the axle than on the periphery.

157. Is not that opposed to all the principles of mechanics—is it not always admitted that a smaller force will stop a revolving body, when applied at a distance from the centre of gravity, than when near it—is not the leverage greater? I do not think there is any leverage at all.

158. Supposing a train were going at the rate of twenty miles an hour, and you applied your break suddenly, do you not think it would smash the frill and wheel? It is not intended to stop a train going twenty miles an hour; it is meant on an average of twenty miles an hour.

159. You were speaking of trying your invention on that piece of the line which passes under Parramatta-street? Of course you would require only to put your break upon the last carriage of the train? Yes. (*The witness exhibited a model, shewing the application of his ratchet and pall to a carriage*)

160. *By Mr. Arnold*: Did you ever practically test your invention, by applying it to any rate of speed at all? I have had no opportunity of applying it on a railway—I have applied it to a dray.

161. Going at what pace? Going about town—up the inclines about town, and it has answered exceedingly well.

APPENDIX.

REPORT TO BE LAID BEFORE THE SELECT COMMITTEE.

I offer a few remarks, and will commence by stating that my invention is an auxiliary. I will endeavour to shew the reason why the cost of construction on railways should be enormously decreased by the use of my application.

The savings will be in the permanent way. The lessening of cuttings, increasing the inclines, and doing away with heavy engines of 40 or 50 tons, and substituting others of much less weight; all reasons, in my opinion, sufficiently strong to induce the attempt.

I also put forth my invention as something entirely new and original, exceedingly simple, effective, and inexpensive. I believe in traction power, and engines can be constructed with power and without the present heavy weights, which of themselves do enormous damage to the permanent way, but which heavy engines have been positively necessary so as to afford the required strength in haulage on ascending inclines, and in having command of the pressure on descending. My invention is not meant to stop a train going at a great speed, except in case of extreme danger, when an immediate stoppage is absolutely necessary, but up to twenty miles an hour I see no difficulty; but in ascending, it is equally advantageous at fifty as at five miles per hour, as follows:—Supposing a train of twenty carriages, with four breaks, was required to stop on going up an incline, the moment the traction moderated, the train or carriages would moderate also, and on the engine stopping, the carriages would be effectively broken of their own accord, instead of the present system of having to apply the break to the periphery of the wheel, which on proceeding remains a dead weight, hanging on the engine; but not so with mine, for the moment the engine stops each break supports the carriages in front, and on proceeding offers no impediment, but enables the driving wheels to make perhaps an entire revolution ere the whole train is entirely in motion. My invention may also be considered an auxiliary on descents, as by applying certain breaks the traction has perfect command of the carriages or trucks. The saving on the permanent way would be (on levels, plate rails) less wear and tear, in consequence of light engines, the bridges, &c., would not be required to be so solid and expensive, cuttings would be made in some cases merely for balancing the line (that is embankments), and I would endeavour to follow as much as possible the natural surface of the earth, and which I am of opinion can be done, and still allow a speed of say twenty miles per hour, but with an enormous decrease of cost, and yet with positive safety up and down inclines, in some cases as high as 1 in 15; heavy rails will be required on inclines to stand the wear and tear; you will be able to complete communication at a very low cost, a very great desideratum to this Colony. The permanent way if horse traction be adopted, will require the sleepers very close, say every nine inches, and then no difficulty will arise in keeping it in order. I have a common preparation in my stable down now eighteen months, and which wears admirably, cheap and available, and which I shall be happy to shew.

My system does not interfere with the present rolling stock, an advantage of no mean importance, as if goods are conveyed down the country, they can be conveyed to the metropolis direct. My system is also founded on correct principles, acting right and left towards the centre, the same break making up or down the same side of the incline. The principle of the motion is also correct, as if a train going at twenty miles an hour, the axles being nearer the centre, the revolution is so considerably less—the wheels being about 42 inches over, and require 11 feet to make a revolution, not so the axles and frills, which if a foot only, require 3 feet to make a single turn, consequently are more easily arrested. A remark has been made that my invention does not help the traction; it does not directly, but indirectly, as if a man was to cross a precipice with a causeway only one foot wide, he would be afraid of falling if attempting to cross; but suppose he had two guys the whole length to hold in his hands, he would be enabled to overcome that which he otherwise would not have attempted; so it is with my invention. Also, it would be next to impossible to heave a ship's anchor, if it were not for the palls of the windlass. I also propose that the flanges be increased, as with light carriages they would be less liable to shift. At present a train weighs from 60 to 100 tons, (a wide margin) to carry say passengers of the weight of 5 to 10 tons. I propose to decrease the weight of the rolling stock at

Mr. W. G. Caporn. least one-half, of itself a great reduction, and thereby lessening the friction on the permanent way. My system also in light carriages will give support by having the centres of carriages and axles extra strong. As to the cost of construction it is useless to make any remark, depending as it does on the line of country followed, which in New South Wales is so variable; but by going over any proposed line, I could make an estimate as to the cost. With horse traction the following rates can be easily maintained:—Mails and passengers, 10 to 12; light freight, 5 to 7; goods, 3 to 5 miles per hour, certain. By having the permanent way properly laid down I see no reason why engines and horses may not be advantageously used, as convenience requires, but with steam power alone, a greater speed could of course be maintained.

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A very essential part of my scheme is to have great care taken in laying down the permanent way, and which must be of a very substantial character; the saving in cuttings, embankments, bridges, viaducts, and tunnels will well allow it to be done on a firm basis. Light engines would also be quite sufficient for all traffic likely to be on any projected lines for years to come. On the whole, by adopting my ideas, the Colony will be able to construct railways at a cost within its means, regular communication will be completed, but at a low rate of speed, of itself of not much importance when compared with the double advantage attained. I am not altogether devoid of practical experience, having been six years in the building line and timber trade in England, three years of which I worked at the bench to obtain practical knowledge, after which I had charge of all materials used in construction. In conclusion I am confident that my break will bear me out in all I state, and in the event of its coming into use I shall consider that I am entitled to a recompense commensurate to the advantages attained, and in conformance with my first communication with the Government on this subject, in May, 1861.

WILLIAM GOODE CAPORN.

New South Wales, 21st November, 1861.

The invention is at work on a common dray in town, and answers every expectation.

John Whitton, Esq., C.E., called in and examined:—

- J. Whitton, Esq., C.E. 162. *By the Chairman*: You have heard the evidence given by Mr. Caporn as to his invention for stopping or checking locomotive and other engines on inclines, by means of iron frills or ratchet wheels on their axles? Yes.
- 21 Nov., 1861. 163. Will you be kind enough to state to the Committee your opinion of this invention? I think it totally inapplicable for railway purposes, and attended with the greatest danger. I do not believe it would be possible to make axles, even assuming all other parts to be strong enough, to resist the pressure of the pall as it falls upon the ratchet; the effect would be either to break the pall, to break the axles, or to strip the wheels from the iron plates, even assuming the bodies of the carriages were strong enough to support the application of the palls.
164. That is, supposing the palls were applied while the trains were in motion? Decidedly; it would be of no use for any purpose except when the trains were in motion.
165. Would the same objection hold good to tramways by horse traction? Yes; I think the ordinary breaks far superior in every respect; the only advantage of this is to skid the wheels, and you can skid the wheels by the ordinary break, which is applied where it can be most effectually employed; that is, to the periphery of the wheel.
166. *By Mr. Rotton*: Is it not an advantage of the present break, that it can be applied to the four wheels instead of, as by the plan now proposed, to two wheels? Yes, and if you had six, or eight, or ten wheels, you could apply the ordinary break to them at the same time, besides you can now apply the power gradually; but, assuming that you were travelling at any speed, say sixteen or eighteen miles an hour, and this pall were suddenly applied, something must break, either the pall or the axle, or the wheels must be stripped off.
167. Will you state what your idea is with reference to the extra friction which would be caused by the application of this plan, in consequence of the wheels being totally stopped? It would be precisely the same as in the ordinary break; you apply the break gradually, but the friction is when you skid the wheel.
168. But there would not be so much friction unless you required to stop the wheel entirely? No; in the case of the ordinary break you can apply it gradually, and check the speed by degrees; but with this you must stop the wheel entirely.
169. *By Mr. Dalgleish*: There is no means of removing the break during the progress of the train down an incline—you cannot remove it or relieve the train from the break? No.
170. *By Mr. Rotton*: If you were going up an incline and it became necessary to stop the train in the middle, would it not be as practicable to stop it with the ordinary break as with this? Yes, assuming that you had the same break power; that you had the break applied to as many wheels with the ordinary break as with this. The only difference would be this, that with the ordinary break you could let the train down by its own gravity; with this you could not.
171. For all purposes you consider the ordinary break preferable? Yes. I think the break of Mr. Caporn would be extremely dangerous, and I should be sorry to see it applied to railways in this country.
172. *By Mr. Dalgleish*: The great danger would be from the percussion which would be caused by the sudden dropping of the pall? Yes; the leverage of the wheel against the ratches would be so great that if the pall were sufficiently strong the axle would be twisted by the pressure.

Edward

Edward Bell, Esq., M.I.C.E., called in and examined:—

173. *By the Chairman*: You are an engineer? Yes.
174. Have you heard the evidence of Mr. Caporn, explaining his scheme? Yes, I was here during a considerable portion of his examination.
175. Did you hear sufficient to enable you to understand what he proposes? Yes.
176. Will you have the goodness to state to the Committee what is your opinion of his scheme, as to its utility and applicability? I think it might be made an effectual break for horse traction carriages, but its sudden action is detrimental to its use on railways, inasmuch as I think it is unsafe. If a break is thrown into gear suddenly, something must go. It is very true the wheels will skid on a steep incline and give some relief; but if the train were going at a very high speed, at twenty or twenty-five miles an hour, that would not give relief in time to save either the wheels or the ratchets from breaking.
177. You do not think it is so well adapted for the purpose to which it is proposed to apply it as the present system? I think it might be applied to horse traction with advantage. The ratchet should not be in the middle of the axle. If it were nearer the bearing it would save the axle from breaking or twisting, but I think that each carriage should have two of its wheels checked by means of this break, instead of all the wheels; this would be sufficient to prevent the rear carriage from pressing upon the former, as without that the carriages might skid down an incline too fast for the horse to get out of the way. If there were a break on every carriage, one man in charge of a train might put in action as many palls and ratchets as he found necessary, and no more, to allow a train to pass down an incline at an easy rate. I think on a horse tramway this might be very advantageously introduced.
178. *By Mr. Kotton*: Even on a horse railway, if you found it necessary to use the break at all, would it not be disadvantageous to stop the wheels altogether, as you would have to do by this means? I think not, except on steep gradients.
179. Supposing a gradient, not very steep, on which it was necessary to give some slight assistance to a horse, but not to stop the carriage altogether, would not that be disadvantageous? You might prevent all the carriages from being locked—you might allow the palls to fall in two or three carriages and not in the rest, but if you were going down a very steep incline then you might let them all down.
180. Supposing it were a passenger carriage, and that there were only one carriage? You must let the pall fall, and on a very easy gradient that would break it too much.
181. In a long line of railway there would be very easy as well as steep gradients? Yes.
182. In these easy gradients it would not be necessary to stop the wheels entirely? No.
183. There is no way of using this break except by stopping them entirely? The palls might be made self-acting, so as to stop the wheels of some of the carriages from revolving without stopping others.
184. *By Mr. Lucas*: I understand you to say that to use this break it would be necessary to apply it to every carriage; is it not the fact that the trains now have only one break? Yes, the tender generally has one, and the break van behind has one also.
185. Is it found that one break is sufficient for a train of ten or twelve heavy carriages—why then would you require this break to be applied to every carriage? I would not use this ratchet break on a railway; I said it would be injurious; but in horse traction, to save the necessity of having a man on every carriage, you might have these breaks on every carriage but the leading one, where the ordinary railway break might be used.
186. Suppose the gradient were one in twelve, would it be necessary to have it in every carriage? Yes.
187. *By the Chairman*: I understood you to say that it would be necessary to put a person to each carriage? Yes, if you have the present railway break upon horse traction carriages you would require a person in every carriage to apply it on steep inclines; but if they were self-acting palls they would put themselves in action, and they might be used on moderate inclines.
188. You have stated that you do not think this break would be of any use for carriages going at the rate of twenty or twenty-five miles an hour—do you not think it would be of service in the case of traction engines going at the rate of twelve miles an hour? If you give sufficient strength; it might be made so strong that it would not break, but then it would be so cumbrous as to be of little value.
189. *By Mr. Arnold*: Is there any difficulty in the present break in completely locking the wheel? No; I think it is perfect in that respect.
190. Does this do anything more? Nothing more I think; with the ordinary break you apply the pressure gradually, and the rotatory motion of the wheel is not immediately stopped, but by the break now proposed the wheel is suddenly stopped.
191. The one does it safely, the other dangerously? Yes.
192. *By Mr. Dalgleish*: One does it with comparatively less damage to the wheel than the other? Yes.
193. Seeing that the pall fixes the wheel it would wear it more in one part? Yes.
194. Whereas if the wheel revolved a little, the tire would not be so much destroyed? Certainly not.
195. The portion exposed to abrasion would be continually changed? Yes.
196. *By the Chairman*: Do you not think going up steep inclines of one in fifteen this break would be of service in the event of the coupling chains breaking? There is no danger of the coupling chains breaking; there are generally two or three to each carriage—that is one coupling link and two guard chains.

E. Bell, Esq.,
M.I.C.E.
21 Nov., 1861.

WEDNESDAY, 27 NOVEMBER, 1861.

Present:—

MR. DALGLEISH,
MR. LUCAS,MR. ROTTON,
MR. SUTHERLAND.

JOHN BOWIE WILSON, Esq., IN THE CHAIR.

Present in the Room:— John Whitton, Esq., Engineer-in-Chief for Railways.

Edward Bell, Esq., C.E., called in and examined:—

E. Bell,
Esq., C.E.
27 Nov., 1861.

197. *By the Chairman:* This Committee has been appointed, I dare say you are aware, to inquire into and report upon your inventions and system of railway locomotion. Perhaps the most convenient way of proceeding would be for you to state to the Committee, in your own way, what those inventions and what that system are? Yes, I will explain my inventions, commencing with the first patent, then the second, and then the third invention for which I have applied for a patent. The first invention was described in a Petition to the Governor General, dated 8 June, 1860. It was an invention or improvement in railways and locomotive engines to be used thereon; and in order to inform the Committee of the nature of the invention it will be necessary to read the petition. (*The witness read the same. Vide Appendix A.*) That explains the nature of the first invention—a wooden rail with an iron bar or rim upon it for the guiding wheels to run upon. As soon as that patent was granted (I have not got the date here) I applied for another, that is, for a patent for a wooden wheel to run upon that wooden rail, and to act as a driving or propelling wheel for the engine. It is explained in this manner. (*The witness read the specification for patent. Vide Appendix B.*) That is the nature of the patent for the wooden wheel which was to run upon the wooden way. These are the two patents that are referred to in my letter of the 6th February, 1861, to the Secretary for Public Works. These papers have been printed before, but I will state the substance of them. In the letter I have just referred to I called the attention of the Government to my two inventions for improvements in railways and tramways, for which letters of registration for the Colony had been recently granted to me for the term of fourteen years, and that I was desirous of placing these inventions at the service of the Government on very advantageous terms, feeling confident that the adoption of my improvements would save from £5,000 to £8,000 a-mile upon the then estimated cost of railways in the Colony. I had not at that time seen those estimates, but I was under the impression that the cost of railways in the Colony was estimated at £9,000 a-mile, or somewhere about the cost of the line between Liverpool and Campbelltown. The circular letter of the 14th February, published among these papers, I did not consider to bear any reference whatever to the correspondence with the Minister for Works; but as it bears an ulterior date to the letter I have just read it may possibly be considered as connected with it. However, that circular, so far as I am aware, was not taken any notice of by the Minister for Works; he neither appeared on the 19th or 20th of that month at the School of Arts, nor, as far as I am aware, did anyone from the railway department attend to see what was there exhibited for his inspection. On the 2nd March I received a letter stating that any proposals made by me on the subject of my invention for improvements in railways and tramways would receive the attention of the Government; and on the 8th March following I made a proposal to the Government as the basis of a negotiation, not going into engineering detail at all, but simply confining my proposition to a basis for a negotiation, by means of which the terms of the arrangement should be settled. That proposition, I stated at the end, I was quite willing to discuss, and I might meet, or otherwise, any modification that might be suggested on the part of the Government. I stated in that letter that there were two points on which the Government might fairly require proof to satisfy themselves of the advantage of my plan of railway; the first was the practicability of ascending and descending severe gradients by means of locomotive engines with safety, and the second was the effect produced on wooden ways and wheels by working upon my plan. To solve this problem I thought it was necessary, and in fact indispensable, that a line of some eight or ten miles in length, through a fair average country, should be constructed, reasonably contiguous to a supply of suitable timber, and between two places between which a line was likely to pass, the traffic between which would give a good working trial of the railway and engines, and at the same time defray the expense of running the trains. I thought that a term of not less than a year was necessary to prove it, in order to shew what effect the wooden wheels would produce on the wooden surfaces, and that if the line were connected with an existing railway the carriages running upon that might run upon the trial line, and might subject it to a more severe test than it would otherwise sustain if subjected only to its own traffic, and not to through traffic. I stated that I considered that gradients of one in twelve might easily be overcome and worked to advantage under my system, and I proposed to introduce such gradients upon it; and that if I succeeded in working these gradients it would shew that cuttings and tunnels might be dispensed with in railway works throughout the Colony, or very nearly so. I also said that even if gradients of one in seven should be found necessary to avoid these expensive works, I had no hesitation in saying they might be overcome and worked successfully by my system. I estimated that such a fair average line might be constructed, and two engines made in the Colony and put to work upon it in the course of twelve months from the commencement, at a cost not exceeding £25,000. I mentioned eight or ten miles, but I added that it would be practicable

practicable to construct ten times that length in the same period at a similar rate, it being understood that on the trial line I was to exclude the crossing of large rivers, deep ravines or gullies, and precipitous country from that estimate. These are works that could not possibly be estimated for unless the site and necessary data in connection with such works were given one to estimate upon. I may say there was no occasion to put bridges in the trial line, inasmuch as everybody knows what bridges are, and what they will carry, and therefore it was not necessary to make experiments with them. I stated that the trial line would mainly depend upon my own personal exertions, skill, and management, and consequently that it would be necessary it should be under my direction and control in every way, except with regard to money receivers, with whom I wished to have nothing to do. There was nothing to be paid for the use of the invention during the trial year, unless the system proved successful. If it were successful, I suggested that I should be paid one shilling per train mile run for the last six months of the trial year, and for all future train miles run on my system upon any line, one shilling per train mile run; it being understood that if the patent were used on any part of a line, the mileage was to be paid upon the whole length that the trains ran, as if the patent were employed the whole distance, (existing lines excepted, unless the patent be used upon them.) These propositions were submitted as the basis of a negotiation, and if any negotiation had proceeded I was prepared, as I stated in the first letter, to give very advantageous terms to the Government. If they were considered high, as a matter of course I should have altered them; but in making a proposition you never begin on the lowest scale; you always expect to arrive at that before you come to the end. I should mention that before I received the letter of the 2nd March I had heard indirectly, on very good authority, that an unfavourable report had been given by the Engineer-in-Chief, and that there was no chance of his looking upon it favourably; but as the Secretary for Public Works informed me, after getting that report, that any proposition I might make should receive the attention of the Government, I at once (within six days) tendered him my propositions. On the 12th June I received from the Under Secretary for Works a letter acknowledging certain proposals of mine submitted to the Government for testing my inventions and improvements in railways, and informing me that, under a report received from the Engineer-in-Chief for Railways, the Secretary for Public Works did not feel justified in recommending to the Government any expenditure for testing the merits of my inventions. Now I conceive that that letter was not perfect; it should have forwarded a copy of the report it alludes to. If no reference had been made to the report of the Engineer-in-Chief I should not have considered myself, in courtesy or otherwise, entitled to a copy; but, as the letter referred to that report, and it was on that report that my basis of negotiation was not submitted to the Government at all, I applied for a copy of the report, considering, as I before stated, that a communication of that kind was not perfect unless accompanied by the report. The reply I received was that it was not customary to furnish reports of this kind to persons applying for them, as a compliance with such request would lead to much inconvenience. The Minister's regret, expressed in his note on my letter of the 26th June, was omitted; beyond that the letter conveys his sentiments. Now it is very true it might be inconvenient to furnish persons who might apply for them with copies, but I do not think that should be applied to one person who had been led to believe that his proposition should meet with a fair amount of attention on the part of the Government. I do not think I should have been classified with those persons who would make themselves troublesome in that way. I think courtesy alone should have moved the Minister to have given me a copy of that report. However, that report was moved for in the House by the Chairman of this Committee, and obtained by me for the first time, when it was printed by order of the House, some days after the 17th October. I may also remark that on the 26th February, 1861, or about that date, the Chairman presented a petition from me to the Legislative Assembly, of which this is a copy as printed. In this petition I call the attention of the House to my improvements in railways and in locomotion on the same, stating that if put in operation they would be the means of saving large sums of public money, and greatly facilitating the progress of railway communication throughout the Colony; that I was prepared to shew that railways may be constructed and worked by steam power in this Colony cheaper than tramways by horse power; that they would be in every respect as permanent and useful as the railways now in operation in the Colony; that the same carriages and rolling stock as are now in use might be used on my lines, excepting the engines, which are much heavier than those which under my system would be required to perform an equal amount of work; that the material of which the lines projected by me would be composed, would be chiefly the hardwood of the Colony, and that the quantity of iron used in them would not exceed one-seventh part of the weight of that now used on the lines in operation. I had never weighed any of the rails in use, but I was under the impression that they were 90 lbs. to the yard. I went on to say that I observed in the fourth report of the Commissioner for Railways, that the lines projected, and for which plans and estimates had been prepared in the Railway Department, were estimated to cost, from Penrith to Bathurst, £26,000 per mile; Picton to Goulburn, nearly £19,000 per mile; and from Singleton to Muswellbrook, nearly £17,000 per mile. That petition was written and sent to the House as soon as I learnt what the probable cost of the intended lines would be. I stated also in that petition that on my system, a line from Penrith to Bathurst would not exceed £2,000 per mile, exclusive of bridges. I had previously shewn that if the gradients I proposed to adopt could be worked, cuttings, earth works, tunnels, and so on, could be dispensed with; and consequently I had occasion only to mention "exclusive of bridges." The petition further states that the facility of ascending and descending gradients of one in seven or eight, with engines drawing about three times their own weight, would enable me to dispense with the very heavy earthworks and other expensive operations which, under the present system, are unavoidable; and that

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by the rapidity with which lines on my principle could be constructed, a further considerable saving would accrue to the Colony at large. I therefore prayed the House to take the matter into consideration. Now the document that first came to my hands after this correspondence was the report of the Engineer-in-Chief upon my two inventions, which I have just described. My proposition was referred to the Engineer-in-Chief, by the Minister for Works, on the 14th March, 1861, and he reported on the 10th May, 1861. His first remark was, that I proposed that the Government should furnish me with £25,000, to construct eight or ten miles of railway and build two engines, "it being understood that the crossing of large rivers, deep ravines, or gullies, and precipitous country, is excluded from this estimate." Now I did not exactly wish that, and I do not think I proposed it. I merely proposed that the Government should expend £25,000. I did not want the money; I simply wanted to control its expenditure. I did not include large rivers, because I did not want the Government to try any experiments with bridges. I certainly excluded deep ravines and gullies, because I did not think they came within the description of fair average country. However, the next clause of the report says, "it requires no consideration to see that the above estimate is a mere guess." I do not know why. It would have been a mere guess if I had included bridges, or if I had undertaken to apply the same estimate to any line the Government might choose, or to cross any rivers; but I think I brought it as nearly as possible to a reliable estimate for a fair average line, without any guess. At any rate I have surveyed a line since, and I am quite prepared to shew how that line can be laid for the same money—ten miles of it. The report adds, "Mr. Bell having no objection to pledge himself to construct ten miles for the same amount as eight miles." It was scarcely any use to say that. The ground not having been chosen, it was not possible for me to be more precise. Possibly, if the Government had chosen to select a piece of ground a mile long, with a wide river in it, I should have been wrong and my estimate a mere guess. Then Mr. Whitton says, "It is quite probable that "one bridge on the eight or ten miles proposed to be constructed would cost from £20,000 to £40,000, or even £60,000, yet no provision is made for such contingencies." That is a curious term to give bridges—contingencies. But would it be a fair average line of country that contained a bridge that would cost £20,000, £40,000 or £60,000. I can scarcely conceive a man making such an observation at all. I do not intend my observations to impugn the Engineer-in-Chief's professional knowledge in the slightest degree, but I think he forgot that he had to report on that document as an engineer, and instead of that he reported as some one of the unprofessional gentlemen in the office might have done. Mr. Whitton says, "Mr. Bell states that under his system gradients of 1 in 12 may be easily overcome and worked to advantage. I know that such gradients never have been easily overcome and worked to advantage." Now I directly state that they have; I know they have, and I have done it myself. I have taken locomotives weighing seven tons up gradients of one in twelve, drawing seven tons on a common road, and I know it has been done by others, and I could prove it; I could not put my hand upon it this morning, but I have seen a book containing an account of Hancock's engine, which ran up Pentonville Hill. I saw it myself draw another carriage after it up an incline of one in twelve, and do it successfully and easily at six miles an hour. Mr. Whitton in his report goes on, "A locomotive engine "with iron driving wheels, and working on iron rails, can be made to work gradients of one in twelve; but the work done would be so costly that it would be less expensive to increase "the cost of construction and improve the gradient. Any gradient worse than one in forty is "a bad gradient, and should never be used if practicable to avoid it; almost any expense in "works is preferable to such gradients." Now I agree in that opinion exactly, and in addressing the Colonial Secretary on the 25th September, with regard to my other application for a patent, I almost use the same words with regard to the traction system. I stated that on the traction system it is ruinous to work at any gradient more severe than one in forty, with iron wheels upon iron rails. That was written some days before this report of Mr. Whitton was published, so that my opinion quite coincides with Mr. Whitton's on that point, that it would be preferable to carry out any works, whatever their cost, rather than work steeper gradients than one in forty on the traction system, with iron wheels and iron rails. The next part refers to the remuneration I was expecting or supposed to expect for the use of my invention. I have read my offer again, and I can see nothing ambiguous in it. I think it states very clearly what I meant; and I cannot conceive how, if eight miles of line were laid between Campbelltown and Camden, with three trains a day running as they are now, through trains to Campbelltown, the remuneration to be paid to me without any deduction, would come to more than £800 or £900 a year. It is stated in the same report, that "Mr. Bell proposes to increase the tractive power of an engine by using wooden rails and wheels"—this is true; but it goes on to state what is not true, viz.—that I propose to increase the tractive power of an engine by having engines of less weight than those now in use on the existing lines. I am not aware of having made any such proposition, and have given no foundation whatever for such a report. This statement is not only unfounded and absurd, but the incorrectness is aggravated by the words immediately following—"This is really the sole merit Mr. Bell claims for his patent." I proposed, at the Exhibition at the School of Arts, to augment the tractive power of engines by increased adhesion; and to perform the same work with engines of less weight than those now in use, by means of such increased adhesion; and to ascend steeper gradients than the present engines can, by engines of less power and weight; and, by the use of steeper gradients, abolish, or nearly so, earthworks, tunnels, cuttings, embankments, wooden viaducts, and other expensive works. I proposed also to use the timber of the country, and save a large amount of iron which has to be imported, and to make the engines and rolling stock in this Colony. Now that is really what I have proposed, and all I have proposed, and I am quite sure that Mr. Whitton will see that I have made no such proposition as he states. It would indeed be a ridiculous proposition

position to make, if I stated that by having engines of less weight I increase my tractive power. I increase my tractive power entirely by the increased adhesion that there is between wood and wood. It is also stated in the report of the Engineer-in-Chief, that "the tractive power of an engine depends not entirely upon increased adhesion, but upon power combined with adhesion;" by the word *power* (in italics) I conclude that *steam power* is meant; but be that as it may, I maintain that whatever the steam power of an engine may be, its tractive power depends entirely upon adhesion and the manner in which the steam power is applied to give tractive power to a locomotive engine; for instance, suppose the engines imported into this Colony so late as the month of May or June last, had, instead of being mounted upon two 5ft. 6in. or 6ft. propelling and four guiding or trailing wheels, been mounted upon six coupled driving wheels 2ft. 9in. or 3ft. in diameter, they would have had (6) six times the tractive power that they now have for ascending inclines, with the same engines and steam pressure, while they would run at half the speed, and consequently there would be a clear gain—taking the tractive power and speed together—of three times the power of the same engine, had they been properly mounted; that is, mounted on smaller wheels. Mounting it on smaller wheels gives the engine more power over the train, and the train less power over the engine to draw it back. The engine being mounted on six propelling wheels, or all its wheels being propelling wheels, all the weight of the engine is thrown on those wheels instead of on two wheels only, as in the engines I have alluded to, in which there are only two propelling wheels, and consequently they only take their proportion of the weight of the engine to keep them in contact, whatever that proportion may be—8, 9, or 10 tons. But if all the wheels were propelling wheels, and the weight were thrown on all, there would be 40 tons to keep the engine in contact, instead of 8 or 10; consequently the wheels would never slip, or would not slip so soon by three times, while driving by six wheels, as they would if driving only by two. Then decreasing the diameter of the wheel from 5ft. 6in. to 2ft. 9in., or from 6ft. to 3ft.—I do not know what the diameter is exactly, but reducing them to one-half the diameter—that would give them double the power of drawing a train that the engine has now, and the train would have less power over the engine, in the same way that a small wheel working into a cog wheel, or a small pulley driving a large pulley with a strap over it, would have greater power over the large pulley than, reversing it, the large pulley would have over the small. The report goes on to say, "Assuming that more adhesion is attained by using wood against wood than by the use of iron against iron, this assumed advantage is thrown away by decreasing the weight holding the two bodies in contact." Mr. Whitton assumes, just for the sake of argument, that the one has greater adhesion than the other. I found by experiment, that the adhesion of my wooden wheels upon wooden rails was three times that of iron wheels upon iron rails. Assuming, therefore, that by using wood upon wood, the adhesion is thrice that of iron upon iron rails, it follows that a locomotive engine of 15 tons weight would draw, by its adhesion to the wooden rails, as heavy a load as an engine of 45 tons weight, with iron wheels upon iron rails; all the wheels of the engines in both cases being propelling wheels, or both engines having the same number of propelling and guiding wheels respectively. Now, if an engine of the smaller weight will perform the same amount of work as that of greater weight, there must be a judicious economy in using the engine of smaller weight, and consequently a great advantage attained, and which is not thrown away as stated. There would also be 30 tons less weight to carry with every engine, and consequently to propel on inclines. *This is highly important*; besides which there would be a proportionate saving of engine power, fuel, wear and tear of rails, and a large amount of capital, which is now thrown away where high speeds are not required. Another great advantage would result from the greater adhesion of wood upon wood than of iron upon iron, viz, if one-third the weight upon the former is sufficient to give the same amount of contact or adhesion as three times the weight upon the latter, the wood will perform the same amount of work as the iron, and be subject only to one-third of the crushing weights. The only other remark I need make on the report of the Engineer-in-Chief is, that "it is probably not necessary to say more on this subject than that, in my opinion, Mr. Bell's model is mechanically defective; and if ever his scheme be tried it will turn out a failure." I do not know why it was not necessary to say more—why a report of this sort should be called for, and then the matter be dismissed in this summary way. As to the model being defective, I do not know what the model had to do with it; it was the system I was advocating. The Minister did not come to see the model at the School of Arts, probably because he had seen some parts of it before at the Town Hall. However, I was endeavouring to bring forward a system, and my model was condemned. I made it myself, and as I have not much time to spare from my other duties, perhaps it was not so complete as it might have been. Mr. Whitton pronounces that if the scheme be tried it will turn out a failure; but I think a scheme of so much importance might have received more attention, a little more argument, and a little more engineering opinion, and that some reasons should have been given why it would turn out a failure. It was not for want of time that this was not done, for I applied to the Minister for Works on the 6th February, and it took till the 5th of July—five months—to tell me that the Engineer-in-Chief had made a report, and that it was not customary to give such information to persons applying for it, as compliance would lead to great inconvenience. If I had got an answer to this correspondence at an earlier date I should have been three or four months earlier with my third application for a patent, but pending the issue of this I took no step about the other. But as soon as I got that letter—I think within four days after that letter came—my application for another patent, developing fully the scheme I proposed to carry out, was put into the hands of the Colonial Secretary. It was dated 3rd July, and it was put into the hands of the Commissioners for Patents, (one of whom was Mr. Whitton, and the other, Captain Ward,) on the 9th July, to decide whether it was new or whether it was old. Now, without making

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making any remarks or intending anything of a personal character towards Mr. Whitton or Captain Ward, or anyone else, it will be necessary to make a little explanation, to shew why I have applied for three or four patents, and why it should not appear as has been said, that I have been taking up one patent and dropping it, and then taking up another. As far back as 1858 I had these inventions, all of them, under consideration, and I mentioned them to many persons connected with the Corporation—the then Mayor, Mr. John Williams, I recollect most distinctly—assigning as my reason for not taking out a patent the great injustice to which I might be submitted, in the event of an application of the sort; and I further stated that I did not dare develop my whole scheme, because I saw very clearly that I had a tribunal to go to which could be anything but an impartial one. The Act, assented to on the 6th December, 1852, “to authorize the Governor General, with the advice of the Executive Council, to grant Letters of Registration for all Inventions and Improvements in the Arts “or Manufactures,” sets forth in the first clause, that the Governor may grant Letters of Registration for a period of not less than seven nor more than fourteen years, for such inventions and improvements; and the next clause says, that the person claiming to be the author or designer of any invention or improvement shall pay a deposit of £20 to the Colonial Treasurer, and, after payment of such deposit, shall present a petition to the Governor, specifying the particulars of such invention or improvement; and that then, “it shall be lawful for the said Governor for the time-being to refer the said petition to one “or more competent person or persons, to be appointed by the said Governor, to examine “and consider the matters stated in such petition, and to report thereon for the information “of His Excellency; and if the report of the person or persons to whom the said petition “shall have been referred by the Governor shall be favourable to its prayer, it shall be lawful “for His Excellency, with the advice of his Executive Council, to grant the Letters of “Registration hereinbefore mentioned.” Now you will see by this that the Governor has not the power to give me a patent; he is entirely dependent upon the report of two “competent persons” whom he is supposed to appoint, and if they do not recommend him to give me a patent I cannot have it; it is not lawful for the Governor to do it without that recommendation. Now it was not possible for me to be certain to whom my petitions would be referred, but I had a shrewd suspicion that the competent persons who would be appointed would be persons belonging to the Railway Department. (*Mr. Rotton, taking exception to the course the witness was pursuing, on the ground that the Committee had nothing to do with the law of patents, but to inquire into the merits of Mr. Bell's system of railway locomotion, the Chairman ruled the witness to be in order.*) My remarks are not intended to be in any way personal, or in the slightest degree to cast any reflection on anyone. This Act has restrained me from bringing my inventions before the public, because it appeared to me that the persons to whom they would be referred for report would most probably belong to the Railway Department; and that appeared to me like sending Bellambi coals to Newcastle to get Newcastle coal-owners to give a report about the nature of Bellambi coals; and I think so still. However, as I stated before, about the 5th of July I received that letter from the Under Secretary for Works, and within a few days afterwards I deposited another specification in the hands of the Governor, explaining how I meant to work my engines and trains, both on wooden ways and iron ways. I have here a copy of my petition and specification, and of the correspondence which followed thereon, which I can hand in. (*The witness handed in the same. Vide Appendix C.*) I will read the specification. (*Read.*) Now the letter of the 9th July informed me that that petition for a patent had been referred to Captain Ward and Mr. Whitton. On the 18th of July I received a note from Captain Ward, which will be found among this correspondence, requesting an interview at the Mint. (*Note read.*) I went at the time appointed, and he told me they did not exactly understand my specification, and wished me to furnish drawings. I remonstrated, on the ground of the expense it would put me to, to illustrate all the different ways that these wheels might be driven and these engines applied to carriages. Captain Ward assured me that it was the practice in the law of patents in England, and he should insist upon it here, that drawings should be furnished with the specification. I assured him that it was not the case, and on reference to his notes he found it was not compulsory to send drawings at all, but merely that if you do send drawings they shall be drawn to a scale of one inch to the foot, so that throughout all patents the scale may be uniform. He then told me, “I have had a meeting with Mr. Whitton, and we are not going to grant the patent unless we have drawings.” The result was as stated in the letter of 27th August to Messrs. Rodd and Dawson. (*Letter read; also the Report of Captain Ward and Mr. Whitton, with the enclosure thereto.*) Now all the cars alluded to in this extract from the *Engineer* have their engines combined or built in with the car; they form part and parcel of the same machine, and cannot be detached from one another; and they are all driven with gear wheels and multiplying power. That was published, I may observe, in England, on the 4th January; it must have come here by the January mail at the earliest, and could not have arrived here before the 13th or 14th of March. After receiving the letter above referred to, I wrote a note to Captain Ward, and asked the favour of an interview with him, and in conversation he said that they were not aware of this publication when they asked me for drawings, but that afterwards they casually took up the paper and happened to see it, and if I would state distinctly what was new in my invention and different from what was in this paper, the matter would be entertained again, if I asked for it to be referred back to them; and as the Report of the Commissioners or the Board stated that they could not recommend letters of registration to be granted unless I shewed the difference between my invention and that referred to in the *Engineer*, I addressed to the Colonial Secretary the letter dated 25th September, 1861. (*Letter read.*) So that you see, after the third application for a patent, being called upon for drawings, and seeing no chance of getting a patent without these drawings, which I very much objected to give, I introduced another invention on the drawing,

drawing which I furnished, and which I had intended to come forward with at another period, after the matter contained in my application for a third patent was disposed of. I was not aware of the existence of such an article in the *Engineer*, though I did know that such a paper existed. I had not seen this particular number of 4th January, or any number of it. I may state that since sending that letter to the Colonial Secretary, which bears date 25th September, but which was delivered to him only on the 4th October, I have received no reply at all; there has been no further communication. There is one observation that I wish to make with reference to that part of my letter, of the 8th March, to the Minister for Works, where I estimate that a fair average line of railway may be constructed, and two engines, made in this Colony, put to work upon it, within twelve months from the commencement, at a cost not exceeding £25,000. When I proposed to get these two engines made in the Colony, it was my intention to have them made as shewn in the plan on the table, and to use them either to carry or to draw the load, just as I pleased, so that I might introduce there the system of carrying; and if the Minister for Works had gone into the negotiation with me on the matter, I was prepared to enter on just the same kind of explanation with regard not only to the inventions I had patented but to those I have not patented, just as fully as I have done with this Committee, or as I intend to do with this Committee. My surprise was, that when Mr. Whitton referred to my proposing to construct eight or ten miles of railway and build two engines, he did not ask what I wanted with two engines on a single line of so short a length—running two, three, or four trains a day. It is very certain that unless I made sidings for these engines to pass one another I could not have worked two engines in the ordinary way, by drawing the trains; if I did I must have made a double line, for some part of the distance at least, for these two engines to pass each other upon; without it, it was quite impossible to work on the traction system more than one engine; and in asking for two engines my object was to try this very system, for his satisfaction, in addition to the other. Now that letter is dated 8th March, and therefore it must have been written before this article in the *Engineer* (which I have never seen, but which I have heard of) reached the Colony. That drawing (*referring to a drawing on the table*) I am prepared to prove was made in last Christmas week—the drawing of the two carriages; one mounted upon two independent steam trucks, the other upon a steam truck at one end and an ordinary truck at the other. This letter, dated on the 8th, was written on the 7th March, and that journal could not have been here before the 12th or 13th March. I never heard of it till I received that communication from the Commissioners of Patents. It is clear I never could have been guided by the report contained in that journal, the *Engineer*, unless I had seen it prior to the 8th March, which was impossible. In all other countries you are allowed to register your patent and pay for it, and if it is proved, on trial before a jury, that it is not new, you lose your patent, but if it is new you retain it, or so much as is new. Here it is different. Now I hold if that invention had been in use in other countries, and I did not know that it was in use, and it was not known in this country to be in use in other countries at the time I applied for a patent for the invention, that I am entitled to a patent, and that such patent should stand good anywhere. If it is new here—if it has never been published, and is not known here—I should be entitled to it in any country where the patent law exists. It is true engines have been built which were intended to carry passengers, but they were of a different kind, and quite unsuited to the ordinary traffic. For instance, a little engine was built at Adams' Works, near Stratford, to carry a few passengers—some six or eight—on the engine, on the same carriage; it formed part and parcel of the engine. It was a similar carriage to those which were made for running on common roads, and it was mounted on the Eastern Counties Railway, and carried seven or eight passengers. That did not answer, and has long since been abolished.

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198. *By Mr. Dalgleish*: Do you mean, Mr. Bell, Adams' carriage? Yes. In 1850, when I was in England, I was on the line repeatedly, and inquired after that carriage, and was told it no longer existed.

199. Excuse me,—it did not exist in 1850? I say it did not exist in 1850.

200. It has been constructed since 1850? Then it is not the one I mean. The one I mean was constructed by Mr. Samuel, who was then Resident Engineer of the Eastern Counties line, at Mr. Adams' works—nearer 1840 than 1850. It was a little thing weighing 25 cwt., and was used as an express engine when the Directors or any person wished to visit the line, but not to run for passenger traffic.

201. *By Mr. Lucas*: I suppose when you proposed to construct eight or ten miles of your railway for £25,000 you meant to take such a country as that between Sydney and Parramatta, or between Parramatta and Windsor? Yes. As I thought it might appear to some persons that my estimate was merely a guess, I prepared, at my own expense, a section of a line, from St. Mary's, South Creek, to Windsor, ten miles in length; and I inspected all the different routes—the Blacktown route, and the Windsor route, and from about Crawford's station along by Eastern Creek to Windsor. I also took the range along the further side of South Creek to Windsor. I preferred that, and took a section of it, as being the least expensive, the least likely to be inundated, and requiring no large bridges to carry it across South Creek and Eastern Creek, and other creeks in which the floods rise to a very great height, especially near the bridges on the main roads; and I found I could easily make the line I have stated, for the estimate I have given, even with 40 lbs. iron rails.

202. You could construct ten miles of that way for £25,000? Yes.

203. *By Mr. Dalgleish*: Have you got the sections? Not here.

204. Have you any objection to produce them? No, I will do so.

205. *By Mr. Lucas*: In going down such inclines as you propose, one in fifteen, or even one in twelve, do you not think there would be great danger—do you propose to use the present break to get down these inclines? There would be no danger whatever, and I should use the present break.

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206. On how many wheels could you apply it—the whole of the wheels? Just as you do now, to all the wheels; and in using wheels of two sizes I would apply the break to the large wheels, so that in going down hill the breaks would have very great control over the small wheels. In fact, in going down steep inclines I would always use the small wheels just as I would the same wheels in going up, inasmuch as the load has much less influence over the small wheels, and the train would consequently descend more safely. Indeed there would be no slip; I have tried experiments on gradients of one in ten, iron wheels on iron rails, to see how much it requires to move a carriage with its wheels locked and make them slip on that gradient, and I have found that it requires a draught equal to the weight of one-fourth of the whole load to move it.
207. It requires a strain of one-fourth of the whole load to move it down? Yes, 28 lbs. to 100 lbs.
208. That is, if the wheels are locked, as you propose to lock them? Yes, iron wheels and iron rails.
209. What power does it require to take it up? I do not recollect.
210. I presume you have tried? I have; and the memorandum is amongst the papers which I have here.
211. We are now referring to your last invention? Yes; iron wheels and iron rails.
212. To such a carriage as is shewn here (*referring to drawing*)? Yes (*reading from memos.*), 14 lbs. weight started a load of 100 lbs. weight on an incline of one in ten; that is upwards, with the wheels running; and it took 28 lbs. weight to start a load of 100 lbs. down the hill with the wheels locked, and 20 to 24 lbs. of traction kept the load in motion down the hill with the wheels locked. I suppose the rail was not filed quite true, and the load had a tendency to set itself after slipping a little way. But 12 lbs. took it off a gradient of one in twenty, and drew it up an incline of one in ten, at the rate of eight feet a second.
213. *By Mr. Dalgleish*: In ascending the incline did you make use of any leverage on the axles—any drum? None whatever. I took a Salter's balance and yoked it to the frame of a car by a piece of red tape; set a person to draw it, and carefully watched the scale, and after repeated experiments I saw that it indicated as I have stated.
214. Is not the best way of testing these matters by dead weights over a pulley? I tested the Salter's balance and found it correct, and I do not see what more accurate test you can have. If you test a plough you do it by Salter's balance. It was the least expensive method too, and easiest to me to perform it in that way; and it was quite satisfactory. I do not see a doubt about it, if the Salter's balance weighs correctly. I thought it a very good test in going up hill, because it shewed me that it required a certain weight to make it slip, and what that weight was. Now, if I had had a certain weight over a pulley, I must have let it descend to the bottom of the incline, and I could not have discovered by the weight the minimum weight or force which was necessary to continue the slip or descent of the engine along the incline, without the wheels revolving after it had first started, so well as by the Salter's balance. I do not know what more I have to state now; I have stated my views on all the objections that have been raised to my plans, and until further objections have been raised I think it would be only wasting the time of the Committee to raise objections myself.
215. You have certainly given answers to objections which have been made to your inventions, but I think I may be allowed to state that you have said very little with regard to the power and the manner in which you wish to apply it; or to shew that your engines have within themselves the power of taking these loads up the inclines you mention? It has not been disputed that I am aware of.
216. It has only been asserted as yet by yourself. Generally speaking, in mechanics, figures express power, and perhaps it would be quite as well to have your calculations before us? I will give you the facts and the calculations too if you want them, but you may make your own calculations if I give you the facts.
217. A Committee of the Assembly are not supposed to be all engineers or to be able to make these calculations; and engineers are rather expected to talk down to the Committee than the Committee to work up to them? I do not know what the drift of this is, but any facts you want to know, or any engineering opinion you wish to have, I will give you to the best of my ability; but do not lead me into making fifty or sixty diagrams or a mass of calculations, which many gentlemen who are not engineers may not understand. I now give you the result, and tell you exactly what power I consider necessary to apply to get a certain weight up a certain incline.
218. What I mean is this—that you have certain calculations and have given certain results. Now I do not think it would take a great amount of time to shew the Committee your calculations on which your results are based? I do not think I have given any results such as you speak of.
219. You have mentioned that your wooden wheels on wooden rails would draw up three times the amount that iron wheels on iron rails would do, and you attribute that to increased adhesion—? Yes, I have given you a simple reason for that—the result of experiment.
220. If you will allow me, the question is how that adhesion is obtained? I give it from practical test; from trying my wheels on an incline I tell you the actual result was that they had three times more adhesion. No calculation can prove that; it is entirely a matter of experiment. If you give me a formula to prove that, I will be happy to work it out, but nothing but the fact would bring me to the conclusion to believe it. I do not see how you
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are to calculate it. The next thing is whether you have power to work these wheels up the incline? You will admit that any load an engine can *draw up* an incline an engine will *carry up* an incline, for it is only so much weight raised up so many feet high in so many minutes.

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221. Simple adhesion is obtained by weight, is it not? And by weight only, regardless of surface.

222. How then do you gain three times the adhesion with wooden rails that you do with iron, seeing that adhesion is the result of weight? It is not entirely the result of weight—

223. I understood you to say so just now? My answer had reference to the friction of surfaces, having regard distinctly to each separate surface by itself—not two different surfaces, a hard and a soft one, but two iron surfaces or two wooden surfaces, or two of leather if you like. The friction, and consequent adhesion, is guided in every one of these cases by the weight on the surface, let that surface be what it will; the amount of adhesion is different in each different case; but it is as the weight and not as the surface. You drew a deduction before, I understood you, that let the surface be composed of what it would I maintained that the friction was the same.

224. No, I never said a word about friction? Adhesion then; it becomes friction when adhesion ceases and slip begins.

225. Abrasion when there is slip? Well, it does come to something of the sort at last.

226. You intend to put the whole weight of your load on the engine? Yes, on steep gradients; in some cases I do not. I claim in my patent to put a load on the engine and tow another load behind, it on level places and easy gradients.

227. You intend to increase the weight carried on your engine or engines to far beyond what is now usually placed on locomotives themselves? No.

228. You intend to make it as much? Yes.

229. In that case what will be the effect of an engine of fifty tons weight, or its equivalent, distributed upon twelve wheels—what would be the effect of that weight in motion, and the adhesion between the end wood of the wheel and the longitudinal wood of the rail—would it not be to laminate the wood? No, if the weight was not too excessive.

230. What would take place when what is usually known as slip ensued—when adhesion or friction becomes abrasion—what would take place then with a wooden rail? As a matter of course, with any surface, if you put too much weight on that surface it must begin to disturb it. If you load a pair of wooden wheels excessively on a piece of ironbark lying longitudinally, the first alteration you would notice would be a compression of the grain of the wood, in some places more, in some places less—where there is a knot, less, where there is no knot, more. In carrying loads on the wooden way I do not necessarily ask you to let me put fifty tons on the wooden way; I do not recommend it, because I state that a very great advantage arises by reducing the engine to one-third its present weight—taking off fifteen or twenty tons—and so relieving a surface not capable of bearing so great a weight as the iron rail.

231. I understood you to repudiate the idea which Mr. Whitton puts forward in his report, where he states that you intend to use lighter engines, and that by so doing you throw away the advantage obtained by the greater adhesion of wood and wood—I understood you to say that Mr. Whitton was unwarranted in saying that you intended to use lighter engines? No; I repudiated the statement of Mr. Whitton that I proposed to increase the tractive power of the engine by having *engines of less weight* than those now in use on existing lines. That I repudiate most distinctly, but that is very different from the way you put it.

232. Are you acquainted with the practice at Home, or in other countries where railways are laid down and in use, with regard to permanent way or rails—is it the practice to adopt the softest material—is the softest iron used for the rails, or the hardest? Many kinds of iron are used.

233. Has it not been matter of deep consideration with practical men to obtain, if possible, even a steel surface for the rails? Yes.

234. Which would have the effect of making it still harder? Yes, it would wear longer and bear a great deal more of the effects of slip on the rails.

235. But wood would of course be softer? I do not anticipate there would be so much slip upon it as must be imposed on iron rails. It will not be necessary to make the weight placed on wood so heavy as that usually placed upon iron rails, because it requires only one-third the weight upon wood and wood to keep it in contact and give the same adhesion as upon iron and iron.

236. The wood would suffer if it were so? Yes, even Colonial ironbark, if the weight upon it were excessive.

237. The end of an ironbark timber is still harder than the longitudinal fibre of the same timber? I dare say it is in a great many instances.

238. In damp or wet weather, in timber of all descriptions a little slippiness ensues from the moisture of the atmosphere? All that depends upon the weight; if there is weight to make the water exude there is no slippiness with the two surfaces in contact.

239. The effect of a heavy weight running on the surface at such a time would be to produce lamination of the timber? I do not think it would.

240. Not in time? Well, in time it would; nothing will wear for ever. Iron bars laminate with frequent wear and heavy loads.

241. The first train that rolled over the surface would in some degree injure the fibre of the timber? You must bear this in mind, that your iron wheel, which runs on an iron rail, and which is necessarily hard, does not cover one-eighth of an inch really in contact. Now, I propose to put a wheel on the wooden surface that will have five inches of bearing.

242. You gain nothing by that? I gain a greater amount of surface, and there is less weight on any one part of the horizontal timber. If my wheel took as narrow a bearing on
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the timber as the iron wheel takes upon the iron rail, as a matter of course there would be considerable indentation and cutting, and destruction of the surface; but if my wheel has a bearing of five inches wide—nearly forty times as much as the surface presented by the iron wheel to the iron rail—there is not likely to be much indentation or destruction of the surface of my rail, because I have got more surface to carry the same weight.

243. However, the surface of the timber would be injured by the passage of this weight over it, though it might have ten inches of surface? Not if the breadth of the wheel were in proportion to the load it was intended to carry. By placing the load on ten or twelve wheels—I do not say with an engine of fifty tons weight, because I have urged, as one of the advantages of my plan, that with wood the weight of the engines may be reduced one-half—you have only two tons on each wheel. Now I mean to say that an ironbark rail, with a wheel of five inches wide, will bear two tons easily, without the slightest appearance of destruction to the surface.

244. You admit that it is destroyed? I do not.

245. Not in process of time? Not in a reasonable time. As I said before, nothing will wear for ever.

246. If it is not destroyed by degrees by the passage of one truck or one train in proportion, it never can be destroyed at all—it must be destroyed in proportion by every train that runs over it? Yes, but the damage sustained by any one train will not be perceptible.

247. After twelve months wear would there be, according to your theory, any perceptible difference? Very little; the sand would be rolled into the surface, and it would be almost better than when it started.

248. If the sand were rolled into the surface would it not have the effect of cutting the grain of the timber? No.

249. Every particle of sand having a keen cutting edge of itself? No, I think not.

250. It must displace the grain of the timber? No, the particles are so small, and you must recollect there are pores in the timber which would take in the sand without any destruction at all.

251. In very wet weather, when there would be a swelling of the wood, and when the pores had been filled with sand, more especially in that part where the fibres were in some degree cut, would it not make the surface of the rail in that particular place spongy? No, I do not propose to put such weights on any one wheel as would cause the action you mention to take place.

252. You acknowledge that you will place such weights upon it as to force the sand into the grain of the timber—these must be forced in in some way, and from the natural action of the wet weather on the timber, to swell it, more especially where it has been subject to the friction of any body rolling over it, it must get pulpy and spongy? I do not think so, and I will give you a very simple illustration of the fact. Five years ago, when I first began to inquire into this matter and to think seriously of employing hardwood for railways, I put down a crossing of eight logs of timber at the Market Wharf, over which all the traffic of drays, carts, and carriages passing to and from the steamboats at the Steam Companies' wharves and other wharves has been going, and there was a drain continually running over the surface. I laid this timber down to try what a wooden surface of ironbark would stand. After three years, when I made the approaches to Pymont Bridge, I had to raise the road and make a sewer across it, and I then took this timber up, after it had been lying three years subject to all this traffic; after being taken up it was left for three months to lie on the wharf, and it was then sold by auction for the price of new timber, and on the wharf at the time of the sale I defied any man to shew me which side had been uppermost. The persons who bought this timber will shew it; it has been put in some new warehouses near the bridge without being planed. There was another instance in Elizabeth-street, where I had the timber down for two years and a half, and after being subject to the traffic for that time it fetched 2s. a foot at auction, the same price as we paid for it; in that case there was the same result; it was impossible for anybody to discover which side had been uppermost after it was subject to the weather for three months. These are the best practical tests I have had, and I assure you the timber was not in the slightest degree injured.

253. *By the Chairman*: You consider the ironbark of this Colony peculiarly adapted for railway purposes as suggested by you? I do.

254. *By Mr. Dalgleish*: I presume when you invited the attention of the public and of the Members of the House and the Government to your plans, that you submitted to their inspection what you considered to be the best mode of constructing the engines and all their component parts? No, I did not submit the engines at all; I merely submitted the rail and wheel.

255. As parts of the driving gear of the engine? No, only the driving wheel and the rail. As far as they went I explained them fully; but I admit I was virtually carrying on a deception, or rather concealment, with regard to the engine, the principle of which I was not prepared to develop at that time, and consequently said nothing about it.

256. I am not alluding to your having had a peculiar plan of taking off or on the frame of the engine, and carrying the frame of your carriage; I allude simply to the fact that this was what you conceived to be the best plan of wheel, and the best plan of rail? The best plan of wooden wheel and the best plan of wooden way.

257. Was not that the only thing the attention of parties inspecting your plans was called to? That was all I professed to shew—a wooden wheel and a wooden rail, and the means of making crossings on these wooden ways.

258. Are you aware that when the Great Western Railway was first proposed by Mr. Brunel to be on the broad gauge, it was proposed to take the bodies of the trucks from the narrow gauge axle and place them on axles for the broad gauge? I do not think it was; it might have been at the "battle of the gauges," but not before.

259. Even before "the battle of the gauges" you are aware it was proposed to change the bodies of the trucks from one set of axles to another? No, I say it was not before that; and I have good reason for knowing, for I was employed at the time by the promoters of that railway, at the time that railway was first brought out, and I know that no such idea was in contemplation at that time. E. Bell.
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260. I am speaking with regard to Mr. Brunel? Mr. Brunel made no such suggestion, and had no such intention, at the time he first originated the Great Western Railway.
261. Was it not suggested by him as a means of obviating what was stated to be a great objection in changing the traffic of the narrow gauge to the broad gauge? No such question was raised when he established the broad gauge line.
262. You intend, I think you said, to use wheels of five inches in width? I said I would proportion the width of the wheel according to the weight I have to carry; I merely assumed that they would be five-inch wheels.
263. If these wheels have five-inch bearings will you have parallel wheels? No, not quite; chamfered on the edges, and nearly cylindrical.

(ADDENDUM.)

The objections raised against my system of ironbark rails, and propelling wheels with ironbark peripheries, are, that the ironbark of this country will not stand the wear and tear, but will be subject to abrasion and rapid destruction. I am most decidedly of opinion, that by decreasing the weight of the engines to one-third that of the present engines, and (on account of the softer nature of ironbark in comparison with that of iron) giving increased width or bearing surface to the wooden wheels, that the ironbark rails would be as enduring as the iron rails; that the wooden segments, of which the wheels are composed, will last longer than the iron tires of the iron wheels, and that the wooden segments may be replaced at one-fifth the cost of the iron tires; and if the diameter of the driving or propelling wheels be reduced to one-half the diameter of the propelling wheels now in use, and all the propelling wheels be coupled, such an engine, so reduced in weight, fitted with such wheels, and running upon such wooden ways, would transport three times the load that the engines on existing lines will convey.

The testing of the ironbark rails and wheels would be an experiment, and necessarily one of some magnitude; but, compared with the advantages that would accrue in the event of its success, in the reduction of earthworks, &c., and consequently in the cost of railways throughout the Colony, it would be money well spent, the more so, as in the event of failure it would still remain a cheap horse traction way.

The following is an estimate of cost of constructing one mile of railway on Mr. Bell's patented system of wooden ways, with iron bars attached to them:—

	£
10,560 feet lineal of longitudinal timbers of ironbark—12 inches by 12 inches —purchased, felled, squared, and transported, @ 2s. per lineal foot	1,056
400 transverse sleepers, cut or notched to receive longitudinal timbers, @ 4s. each	60
800 wooden keys	10
1,760 yards permanent way, fitted and laid	250
Cutting water channels on both sides of line—3,520 lineal yards, @ 1s. 6d. average	264
3,520 feet lineal of iron bars for permanent way—2½ inches by ½ inch—19½ tons	237
5,280 holes bored, countersunk, and spikes to suit	66
	£1,943

The system which I last brought before the notice of the Government requires no experiment to prove its usefulness; I allude to the system of carrying the goods, freight, &c., in cars mounted upon the engines with iron wheels upon iron rails, and more than one pair of wheels of different diameters to propel the loads by, and placing the rails in such manner that the smallest wheels may be in operation on the steepest gradients, and the largest wheels on the easiest gradients. There is nothing new in the engines themselves, nor in the rails, nor in the wheels, but the manner in which they are used and applied is novel.

Working under this system the lines with gradients of 1 in 10, 1 in 20, 1 in 30, 1 in 40, and upwards, will only require three-fourths of a ton of engine and rolling stock to transport one ton of goods; while working on the traction system, with gradients of 1 in 40, it requires, at the rate of 3¼ tons of engine and rolling stock to draw and transport one ton of goods, on the traction system on existing railways, or a 45 ton engine and tender and 20 tons of trucks, to transport 20 tons of goods.

I propose to use cars or bodies of cars similar to those used in America, because they convey a larger number of passengers, and a larger quantity of goods, in proportion to the dead weight, than can be conveyed in the carriages used on the English narrow gauge (which are identical with the New South Wales) railways.

An American car, to contain sixty passengers, is 40 feet long, and weighs about 7 tons (that is, inclusive of wheels and radial trucks.) As a general rule, on English narrow gauge railways, the same number of second class passengers would scarcely be accommodated under a weight of 10 tons. (*Vide Cap. Galton's Report, page 17.*)

The same report says, "That freight cars, 28 feet long, with a capacity for a load of 9 tons, weighs 6 tons"—(this includes radial trucks and wheels.) "On narrow gauge English railways, as a general rule, the weight of the goods wagon is not much less than the weight of the load."

As I do not require the radial trucks and their wheels, a car body to carry sixty passengers, and 40 feet long, would not exceed 4½ tons weight; and a body 26 feet long, to carry 20 tons of goods, would not exceed 4½ tons in weight, if constructed with suitable tension rods to support the weight of the load.

Thus a car weighing • 4½ tons.
Two steam trucks, weighing each 5½ tons, or in the aggregate 11 "

Will make a total of 15½ tons.

And this will transport a net weight of 20 tons of goods, or three-fourths of a ton dead weight to the ton of freight. Two such steam trucks, each containing two 6-inch cylinders, 16 inches stroke, would carry a net load of 20 tons of goods, up gradients of 1 in 20, at the rate of 7 miles per hour, upon iron rails and iron wheels, and of 1 in 10, at the rate of three miles per hour; and of 1 in 40, at the rate of fourteen miles per hour; and upon easier gradients the speed would be faster in proportion.

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The following is an estimate of the cost of constructing one mile of railway, to work on my system, with pairs of iron wheels, of different diameters, on the same axle, with 50 lbs. iron rails:—

<i>Single Line.</i>		£
Rails, 50 lbs. per yard, 78 tons 10 cwt., and 3 tons 5 cwt. of fish plates, @ £12		
per ton		987
Fish bolts and nuts, joint plates, and dog-headed spikes, 2 tons 18 cwt.		54
2,200 transverse sleepers		220
1,760 yards of permanent way, laid and embedded in earthwork from side drains		920
Fencing		290
		£2,471

Estimate of the cost of a line working with iron wheels upon iron rails—the rails to be laid on longitudinal timbers of ironbark, and to weigh 30 lbs. to the yard:—

		£
10,560 feet lineal of longitudinal timbers of ironbark, 12 inches by 12 inches,		
purchased, felled, squared, and transported, @ 2s. 4 ^p foot		1,056
400 transverse sleepers, cut and knothed to receive longitudinal timbers, @ 4s.		60
800 wooden keys		10
1,760 yards permanent way, fitted and laid		250
Cutting water channels on both sides of line, 3,250 yards lineal		264
3,250 feet lineal rails, 30 lbs. to the yard, 47 tons, @ £12		564
5,280 holes bored, countersunk, and spikes to suit		132
Fencing		290
		£2,626

30 lbs. per yard is a very heavy rail to use upon longitudinal timbers of ironbark; 20 lbs., or even lighter rails, would be sufficient in some instances; but, as it may be expedient in some cases to use the bridge rail, I have, for the purposes of this estimate, taken the maximum weight that could be required.

The system of railways adopted in New South Wales is substantially the same in every particular as that of England. The engines are made to run upon iron rails, and by the adhesiveness of the wheels to the rails the steam power is so applied to the propelling wheels as to give them rotatory motion; the adhesiveness of the propelling wheels to the rails gives the engines linear motion as the wheels rotate. The carriages and rolling stock which carry passengers and merchandize are coupled to the engines by chains, and are led by the tractive force of the engines along the rails; the loads or freights are thus transported from one place to another.

The engines and tenders on the New South Wales lines vary in weight from 35 to 45 tons (some of the *heaviest* were imported so late as the month of June last); they are six-wheel engines, with tenders; the engines have six wheels, the tenders four wheels, so the weight of 45 tons is distributed over 10 wheels. As the engines are not *coupled engines* two only out of the 10 wheels which carry the 45 tons are propelling wheels; these two wheels bear nine tons of the whole weight; the remaining 36 tons, which rest on the other eight wheels, are thrown away and entirely useless for traction, as they in no way give adhesiveness to the propelling wheels upon the rails. If the engines on these lines were *coupled engines* the case would be different.

In addition to a 45-ton passenger engine, each passenger train leaving Sydney consists, on an average, of six passenger carriages, one baggage van, one carriage truck, and two horse-boxes—or in all, 10 carriages; these average in weight about 3 tons 15 cwt. each; the sum of the weights, therefore, of engine, tender, and train of carriages, is at least 80 tons, exclusive of the passengers and freight.

As each passenger carriage, when full, is capable of carrying, on the average, 24 passengers, who weigh about 32 cwt.; each horse-box three horses, or 20 cwt.; each carriage truck carrying, say one carriage or two gigs, 15 cwt.; and the luggage van one guard and probably 10 cwt. of luggage,—it will be seen that the maximum weight such a train can be estimated to carry is 13 tons; therefore, supposing the passenger trains to be *full every time they run*, there are at least 80 tons of engine and rolling stock devoted to the transport of 13 tons freight; but on the Great Southern Railway more frequently five or six tons. There are 50 railway wheels employed in the operation, and 25 axles, and the cost of such a train to the Colony is not less than £11,000. The same trains cost in England about £6,000, and, as they always fill well in England, they yield a moderate return; but in this Colony they *fill only in holidays*, on other occasions they are seldom, if ever, half full, and consequently must run to serious loss.

I propose to make in this Colony, and employ under my system, on its railways, engines and cars which will not in the aggregate weigh 20 tons, to carry the same number of passengers, horses, and carriages, as the present trains weighing 80 tons. The cost of my engines and cars shall not exceed £4,000, to perform the same work on steeper gradients. The number of wheels will not exceed 20 to each train, and six axles.

A passenger engine and car to run from Sydney to Bathurst, made on my system, to carry 40 passengers, would weigh in the aggregate only 15 tons, and carry 40 or 50 passengers, at a rate of 15 or 20 miles an hour the whole distance from Sydney to Penrith. On extraordinary occasions, over easy gradients, they would run 50 miles if required in the hour.

For goods trains we have in this Colony the same weight of engines, 45 tons, and to every three tons of goods carried we have a truck weighing on the average three tons; so, for the transport of every 30 tons of merchandize, we have 75 tons of engines and trucks, making a total weight of 105 tons, the cost of transporting which has to be defrayed by the freights charged upon 30 tons. We have at the same time 50 wheels employed, and 25 axles. The cost of such a train to the Colony is not less than £7,500.

I propose to make in this Colony, and employ under my system, on its railways, engines and trains which will not in the aggregate weigh more than 16 tons, and carry 30 tons of goods in its cars upon the engines, making a total weight of 46 tons, the cost of which engines and cars will not exceed £3,000 in the first instance. After the first are made, and contractors are conversant with them, so that they can compete for them by tender, the cost will not exceed £2,700. Such engines and trains, with their load of goods, would travel from Sydney to Bathurst at the rate of 12 miles per hour. Along the easy gradients, say from Sydney to Picton, they would, in addition to carrying 30 tons of goods, draw behind them eight or ten of the goods trucks now in use, carrying three tons in each, making in all 60 tons of goods. They would, of course, leave these trucks where required at the different stations on the line, and on departing from Penrith, for instance, the engines and car would proceed to Bathurst up the steep gradients required on that line, carrying with them their load of 30 tons of goods.

The engines imported into this Colony (especially the last and heaviest) have two propelling wheels six feet in diameter. They are built exactly like those used in England for express trains—to run where the lines are constructed with the *easiest possible* gradients and for the *highest speeds* (50 to 60 miles an hour.) Their enormous weight is to keep them on the lines under high speeds, and thus ensure safety. The gradients on the lines of railways in this Colony, instead of being the *easiest possible*, are, what are considered by the railway engineers, and ought to be in order to save expense, the steepest practicable, hence the absurdity of importing and using such engines.

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The system of railway locomotion which I have brought before the Government of this Colony, and which I seek to introduce is, carrying the goods instead of drawing them on railways, and may be termed the packhorse of New South Wales system, in contradistinction to the draft horse or English traction system. I have devised my system within the last few years, with a view to meet the peculiar features and wants of this Colony, and to dispense as far as practicable with the most troublesome and expensive works of the present system, viz., the tunnels and cuttings, or what are known as earthworks, works which have necessitated the importation of contractors and suitable plant to perform them, and which are the stumbling block to the cheap and rapid extension of internal communication in the Colony.

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My system consists, as I before stated, in *carrying* the cars or bodies in which goods and passengers are transported along railways, upon *independent locomotive steam engines or trucks*, instead of *leading* them along railways by *traction engines*. Also, on the lines where steep gradients are necessary, to put two pairs of propelling and carrying wheels, of different diameters upon each of the axles which carry the engines and cars, one pair of such wheels (I prefer the smaller) to be placed outside the bearings, and the other pair inside the bearings which rest upon the axle journals. Also, in constructing the railways for such wheels and axles to run upon, the rails, where level places or easy gradients exist, shall be laid to the *general gauge* adopted for the line, and so that the larger wheels may run upon them; and where steep gradients are required, rails (extra or otherwise) shall be laid to *another gauge*, and so that the smaller wheels may run upon them. The diameter of the smaller wheels will be regulated by the steepness of the gradients they are required to ascend or descend. The rails laid to a general gauge, on which the larger wheels run, need not, in all cases, be continuous on severe gradients; they may cease within a few feet of the commencement of the rails laid to receive the smaller wheels, the ends of the former overlapping the latter sufficiently to enable one pair of wheels to take a proper bearing on the rails laid for them, before the other pair of wheels leaves the rails laid for it. So, when there is a steep gradient, the rails for the smaller wheels, will be placed as it were at a higher elevation than the other rails, in order to receive those wheels as they approach the steep inclines, and so that they will entirely relieve the larger wheels of their loads, and thus, the loads, engines, and cars, will be carried and propelled up the steep inclines by the smaller wheels, while the larger wheels will revolve freely, without touching any rails, and the loads, cars, &c., will be propelled and carried on level places and easy gradients by the larger wheels, whilst the smaller will be free from any rails. This will serve the purpose of a multiplying power, without the inconvenience and risk of cog wheels. It will also obviate the necessity of stopping at the foot and top of every incline to put one motion out of gear, and another in gear; and the weight of the load will be transferred from one rail and wheel to another without any impediment, in fact as easily as it is done by trucks in England working upon mixed gauges.

The cars are to be mounted on the steam trucks in such manner that the latter may work round curves without restraint from the cars, and so that the engines may be attached to or detached from the cars at pleasure. This distinction from cars which have *their engines combined and fixed* in the car is very important, as under my system the engine trucks may be detached from a loaded car in a few minutes, and whilst it is loading and discharging, the same engines may transport many other loaded cars from place to place; thus one pair of engines will suffice for many freight cars, but if the engines are built in and combined with the freight cars, two engines would be required for every freight car, and remain idle while the car is loading and discharging; this would render the rolling stock nearly as expensive and ruinous as now.

My system requires wheels and axles for the engines only, and not for the cars; and if I transport along railways 30 tons of goods with the engines upon 12 wheels instead of 50, as at present, it will yield a large annual saving to the Colony. It is customary at present, as I have before stated, to carry 45 tons of engine and tender upon 10 wheels, and 30 tons of goods upon 40 wheels. I propose to carry 30 tons of goods and 16 tons of engine and tender, in all 46 tons, upon 12 wheels; the weight therefore upon each wheel will not exceed that under the old system, and consequently it will have no more tendency to destroy the rails.

If my invention be tested I will show:—

First—That the cost of constructing railways in this Colony may be reduced by the amounts usually expended in cuttings and embankments, or nearly so; in support of this I submit the reports which have been laid before the House of Assembly by the late Commissioner for Railways and the Engineer-in-Chief. In November, 1860, the Commissioner stated in his report that, from information he had received from the Engineer-in-Chief the line to Bathurst would cost about £25,000 per mile, and that to Goulburn £19,000 per mile. On the 9th July, 1861, my specification for a patent was referred to the Engineer-in-Chief and another gentleman to report upon. In September last, a report and estimate, dated 31st July (21 days after my specification was put in his hands), was laid before the House of Assembly, from the Engineer-in-Chief, in which he reduced his length of tunnels on the Bathurst line from five and a half miles to 143 yards—the projected earthworks in proportion; his severest gradients, from one in forty to one in thirty, and consequently the cost of the Western line from £25,000 to £10,000 per mile; and, as he says, it is not his intention to adopt a steeper gradient than one in thirty, I have no hesitation, from the gradients published, in stating that my system will work easily and expeditiously gradients of one in fifteen, and reduce the cost of the line, at a very moderate computation, £3,000 per mile under his last estimate. This will save £330,000, and I believe that the distance might be decreased by such gradients to the length of the road, and thus save £473,000 on that line alone, besides an immense saving in the cost of the rolling stock.

The estimate of the Engineer-in-Chief does not provide for the bridge over the Nepean, and is not included in the estimate of £10,000 per mile, nor have I allowed for it, having no data to rely upon. The Goulburn line was reduced in like manner with the Bathurst, in the same period, from £19,000 to £8,500 per mile.

Secondly—It will shew that two engines of about five and a half tons weight, *carrying* a car of five tons and a load of goods weighing thirty tons up hills on the pack horse system, will perform an immense amount of work in comparison with what is now done in this country by a forty-five ton traction engine, and at one-third the cost. Mr. Whitton, I find, says so in his report on my patents. Under the traction system on iron rails it is folly to attempt steeper gradients than one in forty, as the wear and tear and expense of working is known to be ruinous. A forty-five ton traction engine on the Southern line will not, under ordinary circumstances, draw on such gradients thirty tons of goods with the trucks which carry them; but two five and a half ton engines, with all the wheels driven by steam power, will carry themselves and thirty tons of goods up gradients of one in fifteen; and along easy gradients between Sydney and Penrith, draw behind them on the traction system thirty tons of goods more easily than the traction engines now transport them.

Thirdly—It will shew that the prime cost of the rolling stock on the lines of this Colony may be reduced two-thirds or 66 per cent., perform more work, and that the whole may be made in the Colony; and,

Fourthly—It will shew what is of great importance to this Colony, that eighty miles of railway may be constructed in this Colony per annum more readily than ten miles are constructed now.

The particular information which would enable me to set forth accurately the comparative value of one system over the other on the projected lines of railway and tramway in this Colony being carefully retained within the archives of the Railway Office, I found it necessary, in order to state distinctly what could be done in some definite locality, to make at my own cost a section of a line from the Great Western Railway, near St. Mary's, South Creek, to Windsor, a distance of ten miles. The steepest gradient on my line would be one in twenty, for a distance of two hundred yards; the remainder

E. Bell,
Esq., C.E.
27 Nov., 1861.

are easy gradients, and for four or five miles the line is nearly level. I undertake to say, without the slightest hesitation, that a railway with rails 60 lbs. to the yard, may be constructed from the point I have named to Windsor, at a cost, including bridges, culverts, and every expense exclusive of purchase of land, not exceeding £3,400 per mile. A line may, if required, be taken from it to Richmond (about four miles) at any time at the same rate, but, in the first instance, the line to Windsor may be made under the cost I state. The country could lose nothing by the experiment being made upon this line; it is the best and cheapest line that can be made to that town, whether railway or tramway, and supposing my system were not approved, the line might be used as a tramway, and the severe gradient, with a slight additional outlay, would be rendered easy for horse traction.

On this line I would carry all that I have stated in this paper under my system. It would shew that gradients of one in twenty may be profitably worked, and an additional outlay of £200 would shew that gradients of one in twelve may be worked with great ease and profit, and without the slightest difficulty or risk.

APPENDIX.

A.

To His Excellency SIR WILLIAM THOMAS DENISON, Knight, Governor General in and over all Her Majesty's Colonies of New South Wales, Van Diemen's Land, South Australia, and Western Australia, and Captain General and Governor-in-Chief of the Territory of New South Wales and its Dependencies, and Vice-Admiral of the same, &c.

The humble Petition of Edward Bell, of Bourke-street, Surry Hills, near Sydney, in the Colony of New South Wales, Civil Engineer,—

SHewETH :—

That your Petitioner has invented or discovered, and is the author and designer of a certain new and useful invention or improvement in railways and in locomotive engines to be used thereon.

That the nature and particulars of, and the means by which your Petitioner proposes to perfect or carry into effect his said invention or improvement, are fully described and ascertained in and by the following statement or specification thereof, that is to say :—

Statement or Specification.

In Railways, as at present constructed, the same rails are invariably used for all the wheels, as well those of the locomotive engines as those of the carriages, trucks, or other rolling stock, drawn or propelled thereon, and all such engines, carriages, trucks, and other rolling stock, are necessarily constructed so that all the wheels thereof on the respective sides pursue the same track and run on the same rails.

The nature of my said invention or improvement is as follows, namely,—the combination of wooden and metal rails for railway locomotive engines, to run upon or along, and the use of such combined rails for that purpose, and the drawing or propelling of carriages, trucks, and other rolling stock, along the metal rails, by engines running upon or along such combined wooden and metal rails.

The means by which I propose to perfect and carry into effect my said invention or improvement are as follows, namely :—For each line of railway I propose to lay down two or more wooden planes, surfaces, or ways (which may be called, and which I herein throughout designate as "wooden rails,") parallel to each other, in addition to two or more metal rails; or if so desired there need only be one such wooden plane, surface, or way; such metal rails to be laid parallel with, and either at the side of the wooden rails, or upon such wooden rails, in which latter case the wooden rails will form longitudinal supports for the metal rails; the wooden rails, or the portion thereof not occupied by the metal rails, as the case may be, to be laid in proper position for the propelling wheel or wheels of the locomotive engines to run thereon; and the metal rails to be laid in proper position for the guiding and trailing wheels of such engines to run thereon, along, or against; the propelling wheel or wheels of the locomotive engines to be adjusted to a different width from that of the guiding or trailing wheels thereof, so that the propelling wheel or wheels thereof will run on a different track from that of the guiding or trailing wheels thereof; the propelling wheel or wheels of the engines to be adjusted so as to run on the wooden rails, the guiding and trailing wheels of the engines and the wheels of the carriages, trucks, and other rolling stock to be adjusted to the same width, and so that such wheels shall run on the metal rails, and the metal rails to be so constructed or laid that they may be used as guides for the guiding and trailing wheels of the engines, and for the wheels of the carriages, trucks, and other rolling stock, so that under the system of my said invention or improvement, the leading and trailing wheels of the locomotive engines, and the wheels of the carriages, trucks, and other rolling stock drawn or propelled by such engines will run upon, or along, or against metal as at present, but the propelling wheel or wheels of the engines will run upon wood.

That your Petitioner has deposited the sum of twenty pounds sterling with the Colonial Treasurer, in compliance with the provisions of the Act 16th Victoria, No. 24, in that behalf made and provided.

Your Petitioner therefore humbly prays that letters of registration of the Colony or Territory of New South Wales, may, in pursuance of the provisions of the said Act, be granted to him, his executors, administrators, and assigns, securing to him and them the exclusive enjoyment and advantage of the said invention or improvement in the said Colony or Territory for the period of fourteen years, upon the terms and conditions provided in and by the said Act relating thereto.

And your Petitioner will ever pray, &c., &c.

Sydney, 8 June, 1860.

B.

The following is a description of my patent wooden wheel, it being the second patent for which I applied :—

In constructing the wheels to be used on railways or tramways with wooden peripheries, and so that such wheels may present a wooden surface to the rails, plates, or ways on which they are to run, I use ironbark or other suitable timber, thoroughly seasoned, baked, and shrunk into the smallest possible compass, but not so as to deteriorate its strength or destroy its nature; the wood is to be in segments, so set and placed as always to present its end or cross grain to the periphery of the wheel; the segments thus put together are to be securely bound in position by metal discs, plates, or rings, and the wooden rim of the wheel made to project slightly beyond the peripheries of the metal discs, plates, or rings, as the case may be, which bind and hold the wooden segments together. Metal flanches or rims may be attached to the sides of these wheels, to act as guides for giving them direction along the rails or ways, in which case the guiding rim may be made of larger diameter than the circumference of the wooden segments. I prefer to make the wooden peripheries of my wheels cylindrical, or nearly so, with the angles rounded or chamfered.

C.

O.

To His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Governor-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

The humble Petition of Edward Bell, of Bourke-street, Surry Hills, near Sydney, in the Colony of New South Wales,—

SHWETH :—

That your Petitioner has invented or discovered, and is the author and designer of a certain new and useful invention or improvement in the machinery and apparatus for transporting and carrying passengers, goods, merchandise, minerals, &c., &c., upon or along railways, and in the use of the same.

That the nature and particulars of, and the means by which your Petitioner proposes to carry into effect his said invention or improvement, are fully described and ascertained in and by the following statement or specification thereof, that is to say :—

Statement or Specification.

The wheels at present attached to and used for railway carriages, trucks, cars, and rolling stock, are invariably used only for such carriages, trucks, cars, &c., to run upon to support their weight and that of their loads, motion being given to such carriages, &c., and their wheels, by the tractive force of engines, locomotive and otherwise. These engines are invariably separate machines from the carriages, trucks, cars, &c., which they draw, and the engines are only connected to the carriages, cars, &c., by coupling chains or links, which cause them to follow the engines when in motion along the rails, and thus transport their loads or freight from one place on a line of railway to another.

In some countries (America in particular) the practice of supporting the carriage bodies or cars on two independent trucks is common, and in the United States almost invariable; this enables very long-bodied cars to be used. The wheels of the trucks which support these cars have always been caused to rotate and run on railways by the leading or tractive power of the engines to which they have been, and are, from time to time, coupled by coupling chains or links, or other suitable apparatus for leading them by; and in all countries where railways exist, their freight, merchandise, passengers, &c., &c., or traffic, are invariably impelled and transported along them in carriages, trucks, cars, &c., mounted upon trailing wheels, either with or without independent trucks, solely by the tractive power or force of the engines employed to move them.

The nature of my invention or improvement is as follows, viz. :—The carrying of the freight, merchandise, passengers, &c., and the cars, bodies, or frames in which they are transported along railways upon locomotive steam engines or trucks, instead of leading them, as heretofore, along railways upon trailing wheels, by the tractive force or power of locomotive engines; and the application of steam or other expansive power to the wheels which support railway cars and their freights of passengers and goods, and the use of such wheels as propelling wheels for the transport of the cars and their freights along or upon railways, and causing the wheels (some or all of them) which carry the cars, freights, merchandise, passengers, &c., on railways, to rotate by the application of steam or other engines to them or their axles.

The means by which I propose to carry into effect my invention or improvements are as follows, namely :—To construct carriage truck or other bodies of wood or iron, or both combined, or girders, or tubes, of any convenient form for holding, containing, or conveying passengers, freight, merchandise, minerals, &c., &c., (all which bodies, girders, tubes, &c., may be called, and which I herein throughout designate as "cars,") and of any convenient length and dimensions, and support them at or near each end, upon a steam locomotive truck or engine, whose frames or parts shall be so made as to recline and bear the cars, and so that the steam locomotive trucks at each end of the cars can move freely around curves on the lines of railway, without restraint, in like manner to the trucks which support the cars used commonly on railways in the United States and elsewhere, and thus carry each car, with its entire load, upon the steam trucks; or if the gradients on a railway be light, and it be found convenient, one end only of a car may be supported on a steam locomotive truck, and the other end upon an ordinary truck, with trailing wheels, or upon trailing wheels without a truck, in which case one end of the car and its load will be carried by and rest its weight on the engine-truck, and the other end of the car, with its load or passengers, will rest on the ordinary truck, and be led or moved by the steam truck at the other end. The cars may be made (and I prefer them) on the American plan, or otherwise, as may be deemed most suitable for the transport of passengers, freight, merchandise, &c. (all or any of them), and attached to the steam engine truck by a centre pin or pivot, or other convenient and suitable apparatus, in each lock or bed which bears upon the steam or other truck. This centre pin or other suitable apparatus may be so constructed as to disconnect the steam truck from the cars, or connect them, as required, and to perform the same office with the ordinary trucks mounted upon trailing wheels, when it may be found desirable to place one or more such trucks under a car, in lieu of one or both steam trucks. The cars may be supported or carried by a steam truck at one or both of their ends, or with a steam truck at one end, and the ordinary trailing wheels (with or without an independent truck) at the other; and when the gradients on a line are easy, or when it may be found convenient to do so, ordinary carriages, trucks, and other rolling stock of railways may be yoked or coupled to the said steam trucks or cars, or both, and led along railways in the same manner as when coupled to the ordinary locomotive engines used upon railways.

The steam truck may be constructed in such manner that the engines act directly upon the driving wheels of the same, or so that they act upon the wheels through a second motion, such as gear wheels, or by other means; and they may be so made as to act with either one or both at pleasure, and the cars may be constructed on the iron girder or tubular bridge principle, or both combined.

Having thus described the nature of my invention or improvement, and the manner of effecting or carrying out the same, I would have it understood that I do not confine myself to any particular form of engine or car, or mode of connecting them, nor to the precise detail herein given, so long as the character of my invention or improvement be retained.

But what I claim as my invention or improvement, and seek letters of registration for, is the application of engines worked by steam or other expansive power to the wheels which support and carry cars, passengers, freight, merchandise, minerals, materials, &c., on railways, and the use of the same and the use of such wheels, some or all of them, as propelling wheels for transporting cars, passengers, freight, merchandise, materials, &c., along or upon railways, as hereinbefore described.

That your Petitioner has deposited the sum of twenty pounds sterling with the Colonial Treasurer, in compliance with the provisions of the Act 16 Victoria, No. 24, in that behalf made and provided.

Your Petitioner therefore humbly prays that letters of registration of the Colony or Territory of New South Wales may, in pursuance of the provisions of the said Act, be granted to him, his executors, administrators, and assigns, securing to him and them the exclusive enjoyment and advantage of the said invention or improvement in the said Colony or Territory for the period of fourteen years, upon the terms and conditions provided in and by the said Act relating thereto.

And your Petitioner will ever pray.

Colonial Secretary's Office,
Sydney, 9 July, 1861.

Gentlemen,

Your letter under date the 3rd instant, on the subject mentioned below, has been duly received and referred for the report of Captain Ward, R.E., and Mr. Whitton, Engineer-in-Chief for Railways.

2. As soon as the necessary information has been obtained, a further communication will be made to you.

I have, &c.,
W. ELYARD,
Under Secretary.

Subject:—Mr. Edward Bell's application for letters of registration for an improvement in railways.
Messrs. Rodd and Dawson,
132, Pitt-street.

18 July.

My dear Sir,

I shall be glad if you can give me an interview at the Mint to-morrow, at noon, on the subject of your application for a patent.

E. Bell, Esq.

Yours, &c.,
E. W. WARD.

3 August, 1861.

My dear Sir,

I called with the enclosed drawing this day, thinking you had returned. If I can be of any further use, shall be glad to attend your summons when required.

Captn. Ward, R.E.

Yours, &c.,
E. BELL.

Colonial Secretary's Office,
Sydney, 27 August, 1861.

Gentlemen,

17 August, 1861. With reference to my letter of the 9th ultimo, respecting Mr. Edward Bell's application for letters of registration, for an invention or improvement in the machinery and apparatus for transporting passengers, goods, &c., upon or along railways, I am directed by the Colonial Secretary to enclose, for your information, a copy of the Report that has been furnished by the Board, to whom the petition of Mr. Bell was referred, by which it will be perceived that, for the reason therein given, they cannot recommend the granting to him of letters of registration, as prayed for.

Messrs. Rodd & Dawson,
132, Pitt-street,
Sydney.

I have, &c.,
W. ELYARD.

Royal Mint, Sydney,
17 August, 1861.

Sir,

Having examined Mr. Edward Bell's application for letters of registration for an invention or improvement in the machinery and apparatus for transporting passengers, goods, &c., upon or along railways, we have the honor to report that the design which Mr. Bell claims as of his invention, appears substantially the same as that of which an account is given in the *Engineer*, a London journal, of the 4th January last, at page 7, as having been carried out by Messrs. Grice and Long, Philadelphia, and Messrs. Russell and Co., of Massillon, Ohio.

It does not appear that this design has been patented in the United States, or if it has been, that Mr. E. Bell has been appointed sole assignee for the original patentee in this country. We consider therefore that letters of registration ought not to be issued, unless Mr. Bell can shew the distinction between the design he has described and that to which we have referred.

The documents transmitted to us are forwarded herewith, as also a sheet of diagrams supplied to us by Mr. Bell at our request.

Three.

The Honorable
The Colonial Secretary.

We have, &c.,
E. W. WARD,
JOHN WHITTON.

Extract from the "Engineer."

CITY RAILWAY MATTERS IN THE UNITED STATES.

Messrs. Grice and Long, of Philadelphia, some time since completed a steam passenger car for city railroads, and which is still running successfully to Frankford. It appeared, however, that, with one or two exceptions, the city railroads were prohibited by their charters from using steam, and to get over this obstacle it will be sought this winter to obtain an Act from the State Legislature repealing the anti-locomotive clause of the charters in question. When this is done, cars upon Messrs. Grice and Long's plan will probably come into extensive use. In the meantime Messrs. Neape and Levy, of the Penn Works, are building two pairs of engines for Messrs. Grice and Long; one pair for a car to carry 40 passengers, and to run on the Jackson Ville and Lake City railroad of Florida; the other pair for a 25 passenger car for the Cincinnati horse railroad. The engines are of the simplest construction, consisting of one of a pair of nearly vertical cylinders 6 in. by 10 in., and the other for the Cincinnati car, of a similar pair 5 in. by 10 in. stroke. The short shaft, to the ends of which the cranks are fixed at right angles to each other, is supported in bearings in the frame, and is parallel with, and at the same level as the action of the single pair of 42 in. wheels at the front end of the car. The short engine shaft of the Florida car has a spur gear 12 inches in diameter and 3 inch face, which works into a 20 inch gear on the front axle. In the Cincinnati car the gear will be 12 inch and 26 inch. The crank shaft is free to rise or fall, through the range of the springs, over the main axle journals, and without affecting the working of the gearing. The hind end of the car is supported by a radial truck. The boiler is a small upright affair in the engine-room at the front of the car. The Florida car, which will run upon a road six and a half miles long, will weigh about 16,000 lbs. in running order, and exclusive of passengers. It is expected to attain a speed of twenty miles an hour. The seats are arranged as in ordinary steam-drawn railroad cars. The Cincinnati car is fitted up inside like the horse cars, and its weight in running order will be about 8,000 lbs., exclusive of passengers. Its wheels will be so fitted that it may be made to run on either the 4 ft. 10 in. or 5 ft. 2 in. gauges, both of which are laid in Cincinnati. The Pittsburgh, Fort Warrup, and Chicago Railway Company have had an iron car, with steam engine combined, built at Messrs. Russell and Co., at Massillon, Ohio. The car is 77 feet long

long over all, seats 98 passengers, and weighs with fuel and water, 35,020 lbs. The Catarangua and Togelville Railroad are about to have a steam passenger car constructed at the Jersey City Locomotive Works, and similar cars have been constructed for the Eastern Railroad of Massachusetts, Huntingdon, and Broad Tap and others, &c., &c.

My dear Sir,
 May I ask the favour of an interview with you, on the subject of the patent for which I have applied?

Captain Ward, R.E.

Town Hall, 9 September, 1861.

Yours, &c.,
 E. BELL.

Monday.

My dear Sir,
 I shall be at the Mint to-day (9th), between half-past 12 and 3, and I shall have much pleasure in seeing you, on the subject of the patent you have applied for.

E. Bell, Esq.

Yours, &c.,
 E. W. WARD.

Sydney, 25 September, 1861.

Sir,

I had the honor to receive from Messrs. Rodd and Dawson your communication of the 21st August last, respecting my application for letters of registration for my invention or improvement in the machinery for transporting goods, merchandise, passengers, &c., upon or along railways; also a copy of the Report of the Board to whom my Petition was referred; with a copy of an extract from the *Engineer*, a London journal, of the 4th January last.

2. I regret that public business has prevented my replying to your favour at an earlier date.

3. The Report of the Board states that the design which I claim as of my invention appears substantially the same as that of which an account is given in the above journal, and that letters of registration ought not to be issued, unless I can shew the distinction between the designs I had described and that referred to.

Engineer, 4th
 January.

4. I will therefore endeavour to explain to you, as briefly as I am able, the very broad distinctions which do exist.

5. By reference to the extract before mentioned, it will be seen that the whole of the cars therein described are constructed with engines combined for transporting passengers upon railways, and not for what must be deemed the most important object to attain in this Colony, the transport of goods, merchandise, minerals, and materials. If then we suppose, for the sake of argument, the word passengers be erased from my specification and from the claims at the end of it, I respectfully submit that the remainder is entirely new; and if it be not omitted, then I submit that the carrying of goods, &c., as well as passengers, in the manner I described in my specification, is a useful improvement and invention.

6. Secondly—I beg to submit, that the carrying of cars or bodies which contain goods, merchandise, minerals, or materials, on independent steam locomotive engines or trucks, as described in my specification, and so that they can be attached or detached at pleasure, is another invention or improvement. This distinction is very important, inasmuch as the engines may be detached from one car whilst it is discharging and loading, and in the interim the same engines may transport many other loaded cars from place to place. Thus one pair of engines will suffice for many cars, but if the engines are built in the cars and combined with them, as stated in the account transcribed by the Board, then two engines would be required for every freight car.

7. The plan of engines and cars combined may answer very well in cars constructed for passengers only—their load is alive and may discharge itself in a few minutes; but for freight cars, carrying large quantities of goods, which occupy much time in loading and discharging, the case is entirely different. Engines combined with these cars might be detained with the car discharging and loading for several days, and thus the expense of the engines and rolling stock, to perform the carrying trade on any one line, would be enormous.

8. A third distinction and invention or improvement is, constructing the engines so that the bed plate or lock frame of the car merely bears upon a saddle or plate fixed in the framing of the engine, and being held, while travelling, in their relative positions, by a centre pin or pivot, which passes through both the frame of the car and the plate on the engine frame; so that the engines can each be mounted upon two, three, or even a greater number of axles and pairs of wheels, and travel with their loads round curves with perfect freedom, and without any restraint from the car which they carry.

9. A fourth distinction and invention or improvement is, the drawing of railway rolling stock and their freights of passengers, goods, merchandise, minerals, and materials, along railways, by the tractive force of locomotive engines, loaded as before described, with a freight car containing goods, merchandise, &c. This is an important improvement, inasmuch as two engines, each weighing say 6 tons, and loaded with, say 30 tons of goods, will lead as heavy a railway train along the railway where the gradients are easy, from Sydney to Picton or Penrith, for instance, as the 35 ton engines now on those lines. On reaching Picton or Penrith the engines would be relieved of the trailing cars or trucks, and proceed onwards, carrying their loads up the very steep gradients which must be encountered if cheap railways are to be made over the mountainous country beyond these places, and drawing behind them, when required, light passenger carriages, horse-boxes, &c. When I say cheap railways I mean good substantial iron ways, equally permanent with the most expensive which now exist, but without the ruinous expense of cutting through hills and filling up valleys, and which work it has been found necessary to import contractors to perform.

10. A fifth distinction and invention or improvement is, carrying one end of the cars loaded with goods, merchandise, minerals, or materials, upon an independent steam locomotive engine or truck, which may be attached or detached at pleasure by the arrangement before described, and carrying the other end of the cars upon an ordinary truck with trailing wheels. These cars may be loaded with goods at the end which rests upon the engine, and the other end devoted to passengers; or they might be loaded with all goods or all passengers.

11. A sixth invention or improvement is, constructing cars (to be transported as before-mentioned) for the reception of freight at each end and passengers in the centre, or for goods entirely, or for goods at one end and passengers at the other, or for passengers entirely, and supporting and transporting them, or any of them, along railways, upon independent locomotive engines, as described in my specification.

12. The seventh distinction and invention or improvement is as follows:—I propose, where steep gradients have to be overcome, to put two pairs of propelling and carrying wheels of different diameters upon each of the axles which carry the engines and cars with their loads of passengers, goods, freights, merchandise, minerals, and materials, all or any of them; one pair of such wheels (I prefer the smaller) to be placed outside the bearings, and the other pair inside the bearings which rest upon the axle journals; also, that in constructing the railways for such wheels and axles to run upon, the rails, where level places and easy gradients exist, shall be laid to the general gauge adopted on the line, and so that the larger wheels above described may run upon them; and the rails, where steep gradients exist,

exist, shall be laid to another gauge, and so that the smaller wheels above described may run upon them. The diameter of the smaller wheels will be regulated by the steepness of the gradients they are required to ascend or descend. The rails on which the smaller wheels run may be extra or additional rails to those laid to the general gauge; or the rails laid to the general gauge may cease within a few feet of the commencement of the rails laid to receive the smaller wheels, the ends of the former overlapping the latter sufficiently to enable the one pair of wheels to take a proper bearing on the rails laid for them, before the other pair of wheels leaves the rails laid for them. So, where there is a steep gradient, the rails for the smaller wheels will be placed as it were at a higher elevation than the other rails, in order to receive those wheels as they approach the steep inclines, and so that they will entirely relieve the larger wheels, which run upon the easy gradients, of their loads, and thus the loads, engines, and cars, will be carried up the steep inclines by the smaller wheels, while the larger wheels will revolve freely without touching any rails, and the loads, engines, and cars, will be carried on level places and easy gradients by the larger wheels, while the smaller wheels will revolve with the axles free from any rails; this will serve the purposes of a multiplying power, without the inconvenience and risk of cog wheels. It will also obviate the necessity of stopping at the foot and top of every incline to put one motion out of gear and another in gear, and the weight of the load will be transferred from one line to the other without any impediment. In claiming the right to this invention I do so whether the cars rest upon independent steam trucks, or whether the cars are made with the engines combined, whether they carry passengers only, or passengers, goods, merchandise, minerals, or materials, all or any of them.

13. For the application of steam power to the wheels of cars constructed with engines combined, and with one pair of wheels, or with more than one pair of wheels of the same diameter upon each axle for running upon ordinary railways, with or without mixed gauges, and for carrying passengers only with their luggage, I claim nothing original and ask for no protection.

14. But what I ask letters of registration for is, what I have described herein and in my specification as my invention and improvement, all which is further shewn on the drawing furnished by desire of the Board, viz., for the application of steam or other expansive power to the wheels of engines which support and carry cars with freight, goods, merchandise, minerals, and materials, all or any of them, either with or without passengers; also for the application of two or more pairs of wheels of different diameters to the same axles, and for the use of the same for the transport of passengers, goods, &c., as hereinbefore described; also for the application of wheels with two or more concentric rings or peripheries of different diameters to locomotive engines, cars, &c., and the use of the same, as herein described, for transporting passengers goods, freights, &c., all or any of them, upon or along railways.

15. Also for the application and use of independent locomotive steam engines or trucks to support and carry cars with their loads of freights, goods, passengers, &c., and attaching the engines to or detaching them from the cars at pleasure, as before described; also for drawing railway carriages and other railway rolling stock along or upon railways, by the tractive force of such locomotive steam engines or trucks so loaded with goods, freight, passengers, &c.

16. Also for laying additional rails on steep gradients, in addition to the ordinary rails, in such manner that the smaller propelling wheels of the locomotive engines and cars may run upon and transport their loads along them, as herein described; also for laying the rails of railways on steep gradients to a different gauge from that of the general gauge of the lines, and so that such rails may receive the smaller propelling wheels of the engines and cars, and relieve the larger wheels of the weight of their loads, as herein described.

17. Having been so much occupied with public business of importance since I commenced this statement, as to prevent my completing it before to-day (4th October), I take the liberty of sending it without altering the date. I hope, however, that although I have written, as opportunities permit, my statement is sufficiently explicit to shew that what I ask a protection for is not substantially the same as that said to be working in America, but that it bears a very wide and palpable distinction, amounting to a valuable improvement and invention in railways and locomotion; an invention which, if carried into practice, will reduce the cost of railways by the amounts which are usually expended in cuttings, tunnels, and embankments, and the execution of which has to be done in this Colony by imported contractors and plant. It will shew also what has never been attempted elsewhere, that two 7-ton engines, with small wheels, carrying a load of 30 tons of goods up-hill, on the pack-horse instead of the draft-horse system, will perform an immense amount of work in comparison with what is now done by a 40-ton traction engine, and at one-third the cost. Under the traction system on iron rails it is folly to attempt any gradient steeper than 1 in 40, as the wear and tear, and expense of working, is known to be ruinous. A 40-ton traction engine will not, under all ordinary circumstances, draw on such gradients 30 tons of goods; while two 7-ton engines, carrying 30 tons of goods, on my system (*i. e.*, the pack-horse), will draw, on iron rails, more than the 40-ton traction engine up gradients of 1 in 40, and will carry themselves and load of 30 tons of goods up gradients of 1 in 15, or 1 in 10, if required. The small wheels will enable my pack-horse engines to perform their work up steep hills at a slow rate, without increasing the power of the engines, while the larger wheels, on easy gradients, will enable the engines to run at any speed which may be desired.

The Honorable
The Colonial Secretary.

I have, &c.,
E. BELL, C. E.

D.
NOTES.

On the 28th September, 1861, (Saturday) I travelled by the Blacktown Line to the terminus.

Fairburn's 6-wheel engine and 4-wheel tender led the train by traction.

The train came to a dead stand-still on the gradient of 1 in 90, approaching and almost within sight of the terminus at Blacktown. The engine whistle screamed aloud, and after an interval of some time, the ballast engine on the Penrith extension, belonging to the contractors (Peto & Co.), came to the rescue, and assisted the engine and train to the Blacktown station; or it might have stood there yet, unless it was taken on in parts. The train consisted of—

2 empty goods trucks.	
1 loaded do.,	3 tons.
1 half loaded do.,	1½ "
5 passenger carriages, containing in all 17 passengers.	
1 luggage van, containing the guard only.	
2 carriage trucks, containing 1 phaeton and 2 gigs	1 ton.
3 horse-boxes, containing 6 horses	2 tons.
	3 tons.
Weight of engine	40 tons.
Weight of carriages	75 "
	115 tons.
The weight of the freight was	7½ tons.
The weight of the passengers (17)	1½ "
	8½ tons.

Here

Here is an instance of the inability to work even the present lines with gradients of 1 in 90, with almost empty trains.

Another instance came under my observation on the day the Volunteers went to Penrith, where the heaviest engine then on the line was unable to draw two timber trucks loaded with two sticks of iron-bark timber, and six empty passenger carriages, up the incline approaching the Parramatta station from Blacktown. The engine was obliged to disconnect the empty carriages about $1\frac{1}{2}$ mile from the Station, bring in the timber trucks by themselves, and return for the empty passenger carriages, which she brought in afterwards.

If such gradients as these cause such obstruction under the present system, it is necessary some different system should be introduced, to overcome the steeper gradients that are now recommended in the last Report of the Engineer-in-Chief.

On Saturday the 23rd November, at 2 p.m., I saw a passenger train leave Sydney. It had two engines in front, which were drawing 12 carriages behind them, including the guard's van; none were full of passengers, some were half full, while others were not one quarter full. The number of passengers did not exceed 150. So here were two engines and tenders of 70 tons weight employed in drawing 40 tons of carriages, and certainly not exceeding 13 tons of passengers, up a gradient which cannot exceed 1 in 60. Here 130 tons were employed to transport 13 tons or 10 tons of train to 1 ton of passengers.

TUESDAY, 17 DECEMBER, 1861.

Present:—

MR. DALGLEISH, | MR. LUCAS,
MR. SUTHERLAND.

J. B. WILSON, Esq., IN THE CHAIR.

Edward Bell, Esq., present in the room.

John Whitton, Esq., C.E., Engineer-in-Chief for Railways, called in and examined:—

264. *By the Chairman:* I suppose you are aware that this Committee has been appointed with the view of inquiring into and reporting upon the inventions and system of Railway Locomotion proposed by Mr. Bell? I am. J. Whitton,
Esq., C.E.

265. Have you had an opportunity of perusing Mr. Bell's evidence and his statement? I have. 17 Dec., 1861.

266. Would you be kind enough to give the Committee your opinion of this invention of Mr. Bell's, and his proposal? Probably the best course, if the Committee will allow me, will be to follow Mr. Bell through the papers he has put before the Committee, and also his evidence, and to make my remarks as I go along. Mr. Bell read at some length, as will be seen at page 12 of these papers, an explanation to the Committee of what he termed an invention for wooden rails as applicable to railways. I dare say Mr. Bell is perfectly aware that that is not an invention of his at all; Mr. Bell has no claim whatever to it as an invention, for so early as November, 1845, the very same thing was patented by Prosser. There is no mention in this statement of Prosser's of his wooden wheels, but from the appearance of the engines he uses, I have little doubt that he would have wooden wheels as well as wooden rails. This was patented so far back as 1845. In addition to which I find, in the records of the railway proceedings in this Colony, that Mr. Shields and Captain Mann also proposed wooden rails. At all events I have in the office a drawing of a locomotive engine made by Captain Mann, shewing an engine to run upon wooden rails.

267. With wooden wheels? The wheels are not stated; but no doubt Captain Mann could explain whether he intended to have wooden wheels or not.

268. Neither of these gentlemen, however—Mr. Prosser or Captain Mann—have ever enunciated their intention of using wooden wheels? I am not clear about Prosser; I have not been able to find a detailed account of Prosser's idea, more than is contained in an extract from the *Illustrated London News* of November, 1845, wherein Prosser states his intention of using wooden rails.

269. Even from that, I would infer that Mr. Bell is the first person who has proposed using wooden wheels? That may be assumed, but I am doubtful about that point. So far as the wooden wheels go, I have not the least objection to give Mr. Bell the benefit of everything that may accrue from the use of them. On the same page, a little lower down, I see that Mr. Bell says, that in applying to the Government, with reference to his improvements in railways, he did so, "feeling confident that the adoption of his improvements would save from £6,000 to £8,000 a mile, upon the then estimated cost of railways in the Colony." Now it was rather extraordinary that Mr. Bell should make that statement, because, in the very next line, he admits that he had never seen these estimates, so that Mr. Bell proposed to reduce the cost of railways in the Colony, £6,000 or £8,000 a mile, when he had actually never seen any estimates to show him what that cost would be. Mr. Bell says a little further on, that he assumes it would be "£9,000 a mile, or somewhere about the cost of the line between Liverpool and Campbelltown." Therefore, if he makes a reduction of £8,000 a mile, the cost of the railways in the Colony, to be constructed by Mr. Bell, would be £1,000 a mile. On the same page also, I find that Mr. Bell appears rather injured that no one connected with the Railway Department, or the Minister for Works, went down to inspect the model which he exhibited at the School of Arts. Now it was hardly necessary that

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that I should do so, because, as Mr. Bell was perfectly aware at the time he said this, that I had seen the model in his office, and therefore it was quite unnecessary for me to go down there to see it again. At the top of page 13, Mr. Bell says that he "mentioned eight or ten miles," but he added "that it would be practicable to construct ten times that length in the same period at a similar rate;" that is simply eighty miles a year. I do not wish to make any further remark upon that, than that Mr. Bell must be very sanguine as to the rate at which he can carry on railways in the Colony. I may mention here that it is extremely difficult to follow these statements of Mr. Bell's, for they occur in almost every page—almost the same statements; for instance, his statement with respect to his being paid 1s. per train mile run occurs here, (p. 13), and it also occurs on the other side. I will take the statement on the other side, when I come to it, to reply to that. Lower down, on the same page, (13), speaking about iron rails, Mr. Bell says he proposes to use, in his rails, only one-seventh of the quantity of iron contained in those now used on the lines in operation. Mr. Bell afterwards states that he has never weighed any of the rails, but he is under the impression that they are 90 lbs. to the yard. Now, they are nothing of the sort; the rails now in use are 75 lbs. to the yard; and if Mr. Bell uses rails weighing only one-seventh of the weight of these, his rails will be $10\frac{1}{2}$ lbs. to the yard. There are several other matters on the same page, but as they are referred to afterwards I will take another opportunity of replying to them. At page 14, Mr. Bell, quoting from the remarks I made on his application to the Government for £25,000, to be expended in constructing eight or ten miles of railway and building two engines, says—"However, the next clause of the report says, 'it requires no consideration to see that the above estimate is a mere guess.' I do not know why." I think he clearly explains why a little further on, because he says—"I think I brought it as nearly as possible to a reliable estimate for a fair average line, without any guess. At any rate, I have surveyed a line since." Now, it is quite clear that his former estimate could have been nothing but a guess, because he acknowledges he had no survey of any line, and that, since forwarding that estimate to the Government, he surveyed a line.

270. Is it not possible for a man to make an estimate, on an average line of country, without surveying, especially if he knows that he will have no earth-works and no cuttings? That is impossible.

271. Could he not make an estimate for a railway on a level country? There is not such a thing here.

272. Supposing it were possible, could not a man make an estimate without actual survey? No; I say that no man is justified in making an estimate for any line of railway without a survey, for there is no line of any length on which some earth-works, culverts, or bridges, will not be required. It is certainly impossible to give any reliable estimate unless surveys are made.

273. Taking the supposition that there are no earthworks? Then I would simply say it is not an estimate for a line of railway, but merely for the cost of the permanent way. The other matters must remain over as contingencies. I never heard of such a country—a fair average country—without assuming that there must be works of some kind; there must be culverts, and there must be bridges.

274. I think Mr. Bell particularly excluded bridges? Therefore I say his estimate did not apply to a fair average line of country; it was a guess; because he stated that it was to be eight or ten miles over fair average country, excluding everything, in fact, except the permanent way. I say that is no estimate for a railway at all.

275. *By Mr. Dalgleish:* Will you explain what the permanent way is? Rails, chairs, fish-plates, bolts, nuts, spikes, sleepers, and ballast.

276. Is the ballast always accounted a part of the permanent way? Yes.

277. You are aware there is what is called the "Permanent Way Company," of London, who send out prospectuses all over the world;—of course they cannot include ballast? They simply supply rails.

278. Rails, chairs, and cast iron sleepers? That depends on the description of permanent way they use. If you order a double headed rail which requires chairs, of course they include chairs in the specification. But theirs is simply the patent right which they have in rails. They do not profess to supply rails and chairs, except in accordance with certain patents on which they receive a royalty; and they will order at certain manufacturers rails of any particular pattern on which they get a royalty. But in the construction of a railway the ballast is always included as a portion of the permanent way.

279. *By the Chairman:* I think Mr. Bell states that he could construct a fair average line of railway, eight or ten miles in extent, at the rate he named, but he did not bind himself down to construct ten miles at a particular sum? No; but I think it leaves it quite optional for the Government, assuming that there were no works, to say we might as well have ten miles as eight for the £25,000.

280. You do not think it at all possible for any gentleman to go and survey a line of country at his own expense, before he knows whether the Government are willing to entertain his proposal? No; but at the same time Mr. Bell might have stated what he proposed to do, but by writing a proposition of that kind he left the Government to infer that the line would not cost more unless they took it into a country where these things would be required; but, if these things were required they would be extras; therefore Mr. Bell could not complete it for £25,000, and by not stating precisely what he proposed to do, Mr. Bell was in fact misleading the Government, for the eight or ten miles might have cost £50,000 instead of £25,000.

281. He gave his estimate, provided bridges were excluded? They must have been executed whether Mr. Bell included them or not; and therefore the actual cost to the public might be found to be £8,000 or £10,000 a mile instead of £2,000.

282. I do not think the public would be deceived when Mr. Bell in his statement particularly excludes bridges? I do not know what the public might think; I certainly should not be deceived with it; but I do not think an estimate excluding certain things, when these things may form a large portion of the whole cost, is really any estimate at all. If I were to state that I could construct a line from Pieton to Goulburn, for instance, for £3,000 a-mile, excluding everything except permanent way, it would be no estimate at all; it would be misleading the Government; it would be simply stating the cost of the permanent way, which is the simplest thing possible, when you get the cost of materials and the cost of laying them down.

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283. As far as I understand Mr. Bell's proposition, he proposes to do away in a great measure with the necessity for earth-works—do you not think it perfectly fair, as an illustration of that proposition, to state what he could construct a railway for, excluding earth-works or bridges? And excluding everything excepting permanent way.

284. What is there after excluding bridges and earth-works—are there any other great obstacles? Earth-works, culverts, bridges, fencing. The earth-works no doubt are heavy in many instances, and even with the gradients proposed by Mr. Bell—assuming those gradients can be worked, which I say they cannot—still earth-works could not be altogether dispensed with.

285. Could they not be in a great measure dispensed with? Of course the steeper you have your gradients the less earth-works you will require; but there are no practicable gradients on which you can dispense with earth-works entirely; therefore, I say, the £2,000 a mile, which Mr. Bell proposed to expend, was simply an amount for the permanent way, excluding all works which, in any district, might make a line expensive. Indeed there is no country where a line could be made without requiring drainage of some kind or other, and, in Mr. Bell's estimate of £2,000 a mile, there is no provision even for drainage.

286. How do you gather that? From Mr. Bell's own statement here. There are a few personal remarks which Mr. Bell has made in his evidence respecting myself; but I do not think it necessary to trouble the Committee with any observation upon them. Mr. Bell goes on, page 14, alluding to my report:—"Mr. Whitton says, 'Mr. Bell states that, under his system, gradients of 1 in 12 may be easily overcome and worked to advantage. I know that such gradients never have been easily overcome and worked to advantage.' Now I directly state that they have; I know they have, and I have done it myself; I have taken locomotives weighing seven tons up gradients of 1 in 12, drawing seven tons on a common road." But Mr. Bell might just as well have referred to rope traction, or to bullock drays taking goods up inclines of 1 in 4, as refer to an engine made for common roads, when the matter under discussion was a locomotive engine to be used on a railway, with either wooden rails or iron rails—things so totally dissimilar that it is not a very fortunate comparison. There is another matter with reference to the train mileage. He says, he thinks his letter states very clearly what he meant, and he cannot conceive how, if eight miles of line were laid between Campbelltown and Camden, with three trains a day running as they are now, the remuneration to be paid to him without any deduction would come to more than £800 or £900 a year. Now, I will just refer to Mr. Bell's letter, which is dated 8th March, 1861, and addressed to the Secretary for Public Works. Speaking of his proposal, he says, "If it be successful I am to be paid one shilling per train mile run, for the last (6) six months of the trial year, for the use of the invention; and for all future train miles run on my system upon any line, one shilling per train mile run; it being understood that if the patent be used upon any part of a line, the mileage is to be paid upon the whole length that the trains run, as if the patent were employed the whole distance (existing lines excepted, unless the patent be used upon them)." Now, in my opinion the meaning of that is as clear as possible, that if Mr. Bell's system is applied to any line in connection with the existing lines, under that letter Mr. Bell would claim to be paid one shilling per train mile for the whole distance, and not exclusively on the line on which his patent is applied, because though he exempts existing lines, he still says "unless the patent be used upon them," or any line in connection with them, in which case he is to be paid mileage for the whole distance the trains would run. Now, at the time he wrote this letter the mileage on the line to Campbelltown was something like 150,000 miles a year, and adding the distance from Campbelltown to Camden, there is no doubt the amount to be paid to Mr. Bell would have been about £9,000 a year. I cannot read it in any other way. A few lines lower down Mr. Bell says, "It is stated in the same report that 'Mr. Bell proposes to increase the tractive power of an engine by using wooden rails and wheels'—this is true; but it goes on to state what is not true, viz., that I propose to increase the tractive power of an engine by having engines of less weight." Now that is professedly a quotation from my report, but it is not so. In the memorandum which I made in reference to Mr. Bell's application, No. 6 in the printed papers laid before the Assembly, I say "I may here state that Mr. Bell proposes to increase the tractive power of an engine by using wooden rails and wooden driving wheels, and"—I go on further—"by having engines of less weight than those now in use." Mr. Bell's proposition was to sue engines of less weight, and he also proposed to increase the tractive power by using wooden rails and wooden wheels, because three or four lines further down Mr. Bell says,—"I proposed, at the Exhibition at the School of Arts, to augment the tractive power of engines by increased adhesion, and to perform the same work with engines of less weight than those now in use, by means of such increased adhesion." I do not mean to say that by using wooden rails and wooden wheels you get the same adhesion with a light engine that you do with a heavy engine, but I simply say that Mr. Bell's proposition was to use wooden rails and wooden wheels, and engines of less weight, to produce greater adhesion than the present engines. Mr. Bell states here that he proposes to increase his tractive power by using

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using wooden rails and wooden wheels, and so obtaining increased adhesion; and in another part of his evidence he says the tractive power would be increased three times. Now I differ entirely in opinion with Mr. Bell on that subject. My impression is, that after a line with wooden rails and wooden wheels had been used three months it would not have half the adhesion that we have at present with iron wheels and iron rails, leaving aside the whole question as to whether the wheels or the rails would stand. I am thoroughly satisfied in my own mind—I have not a shadow of doubt about it—that with these ironbark longitudinal sleepers for rails and with ironbark wheels, as Mr. Bell proposes, in three months we should not have half the adhesion that we would with iron rails and iron wheels. A little lower down Mr. Bell says,—“I maintain that whatever the steam power of an engine may be, its tractive power depends entirely upon adhesion, and the manner in which the steam power is applied to give tractive power to a locomotive engine.” From that I should assume that Mr. Bell is under the impression that, if he gains a sufficient amount of adhesion, even with a very limited amount of steam power, if the steam power be applied in the way he suggests, it is of very little importance whether he has large cylinders or small cylinders, or large steam pressure or small steam pressure. Now it is very evident that if you get more adhesive power than steam power your adhesion is of no use, but just the reverse, it is an obstruction, and Mr. Bell should know that all engines of every description have their adhesive power and steam power proportioned to the work they have to do. It is not a matter of guess at all—ordering engines. Mr. Bell, however, thinks he could alter the engines now at the station and give them far increased power, by simply reducing the wheels; but whatever reduction you make in the wheels, you give no more power to the engine if the adhesion you get is beyond the steam power in the cylinders. The entire power of an engine does not depend upon adhesion; it depends on the steam power combined with adhesion. If you get a load of eight or nine tons on the driving wheels, and a deficient amount of steam power to turn these wheels round, the weight will be of no use to you—it is an obstruction. This is one matter Mr. Bell should have explained; he stated what his engines were going to do, but he gave no calculations and no information to justify him in making the statement he did. He seems to have taken it for granted that the steam power would be sufficient to move his engines, which I say it would not, if he obtains the adhesion he expects.

287. With regard to the steam power and adhesion, you state that if the adhesion was carried too far it would be a loss of power instead of a gain—too much adhesion? Yes, because you would get so much more friction and weight on the bearings of the wheels.

288. Am I to understand that the steam power must be regulated according to the amount of adhesion you have—that the greater the adhesion the greater the steam power must be? Decidedly.

289. But that must hold good only up to a certain point? It holds good throughout the whole range of it. If you have a certain weight to take, and if the adhesion be sufficient, the engine will move the weight, provided you have got sufficient power; but if you have not sufficient steam power the adhesion is of no use.

290. But a certain amount of adhesion is absolutely necessary to the amount of steam power and the weight you have to move? Undoubtedly.

291. Then the question I asked was, that what you have stated would hold good only to a certain point? It holds good throughout. The steam power must be proportioned to the weight on the driving wheels, which is the adhesion.

292. Supposing the rails were iced, as happens at Home sometimes, you would not then have as much adhesion as when they were not iced? No, there would be the same weight; but the slippery state of the rail would cause the wheels to revolve without sufficient adhesion for a time, but the ice is very quickly knocked off by the pressure on the wheels.

293. Supposing it is on, and you have the same amount of steam power, yet because you have not the requisite amount of adhesion you cannot move the train? Certainly not.

294. Then your argument can only hold good to a certain point? I think the proposition you make respecting the ice, is almost equal to lifting the engines entirely off the rails and letting the wheels revolve at liberty; but I am speaking of the ordinary locomotive on iron rails, where there is the ordinary amount of adhesion.

295. I understood you to say that a certain amount of adhesion was not absolutely necessary? No; I said that if the number of pounds of adhesion which you have got is in more than due proportion to the amount of pressure in your cylinders, it is of no use, but on the contrary, an obstruction.

296. That is all I wanted to get at, that it is beyond a particular point—that it comes to be a loss instead of a gain? Yes. Mr. Bell says, “For instance, suppose the engines imported into this Colony so late as the month of May or June last had, instead of being mounted upon two 5 ft. 6 in. or 6 ft. propelling, and four guiding or trailing wheels, been mounted upon six coupled driving wheels 2 ft. 9 in. or 3 ft. in diameter, they would have had (6) six times the tractive power.” Now I say they would have nothing of the kind. Mr. Bell speaks on the assumption that these engines have 8 or 9 tons on the driving wheels, the total weight being 40 tons, whereas it is only 19 tons; but even if he had the whole weight distributed on his six driving wheels, I cannot see that by reducing the size of the wheels he could increase the power six times, because the cylinder power would not admit of it. The tractive steam power is equal to 5,400 lbs., and if the wheels were reduced to three feet in diameter, the tractive steam power would be 10,000 lbs.; but that would be only double, and the increased adhesion beyond that would be of no use. The adhesive power is 6,720 lbs., and being in excess of the steam power, is consequently useless. I must here say that I am more than astonished, considering the number of times Mr. Bell has been before this House on different matters, that he should always make a practice of mis-stating everything connected with the Railway Department. I am very sorry to make this statement, but it is so constant that I cannot look upon it in any other light than as intentional.

Mr.

- Mr. Bell says here:—"But if all the wheels were propelling wheels, and the weight were thrown on all, there would be 40 tons to keep the engine in contact." Now we have not got an engine in the yard that ever did weigh 40 tons. J. Whitton,
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297. *By Mr. Lucas:* What is the weight of the heaviest engine you have? 27 or 28 tons? But the engines ordered by me, or by the Government, on my recommendation, Mr. Bell states are the heaviest that have ever been in the Colony. Now I think it is wrong of Mr. Bell to make these statements without he can shew that he has some foundation for them, as he could have ascertained easily, if he had given himself the least trouble to have done so, what the weight of these engines were. 17 Dec., 1861.
298. What are the weights? 19 tons 7 cwt., without water and fuel, except the tank engines, which weigh 22 tons. I have the makers' weights to them all.
299. *By the Chairman:* Perhaps there may be some difference as to what he considers the engine and what you do—perhaps he includes the weight of the tank and tender? You cannot make use of the adhesion of the tank unless the tank is on the top of the boiler. Mr. Bell speaks of forty-ton engines, evidently to give the impression that we are obliged to use engines of enormous weight in order to get sufficient adhesion.
300. *By Mr. Dalgleish:* The tank engines, which weigh 22 tons, are, to a certain extent, engine and tender combined? They are engine and tender combined; they have no tender to them.
301. What is the usual weight of the tender when separate? From about 5 or 6 to 10 or 11 tons; it depends upon whether it is a four or a six wheeled tender; that is, without water. Mr. Bell also says the engines he suggests would run at half the speed we at present adopt for the ordinary traffic, which would be eight miles and a half an hour. Now I do not think the speed we are at present running at is so great that there need be any reduction, but if you run an engine with greater adhesive power, you increase the friction and the wear and tear of the engine, and in a very short time knock it to pieces.
302. And you increase the wear of the rails? Yes. Now these engines were ordered to take fourteen carriages, and the cylinders and wheels are so arranged as to take twelve or fourteen carriages off any of the inclines we have on this line. With a steam pressure of 5,472 lbs. they will remove fifteen or sixteen carriages off the steepest incline, at Petersham; but to shew what is the result of not having sufficient steam power, I was on an engine a short time ago, and the steam gauge shewed only a pressure of 62 lbs. to the inch, and when they tried to start from Petersham the engine would not move; it had sufficient adhesion, but not sufficient steam power; but after waiting a few minutes till the gauge shewed a pressure of 85 lbs. in the boilers, it went away without any difficulty. Therefore, it is quite clear that these engines are properly proportioned as to steam power and adhesion; but to increase the adhesion would only be to make them comparatively useless for running passenger trains. You can only have a steam pressure of 5,400 lbs., and therefore the additional weight thrown on the driving wheels would be of no advantage at all, but would simply render the engine useless. Mr. Bell, further on, on page 15, quotes a remark of mine, that "it is probably not necessary to say more on this subject than that, in my opinion, Mr. Bell's model is mechanically defective; and if ever his scheme be tried it will turn out a failure"; upon which, Mr. Bell says, he does not know why it was not necessary to say more. It was not my intention to say any more; but as Mr. Bell appears to ask me to say more, I may state that I simply declined to say more on that occasion, out of a feeling of kindness to Mr. Bell, or I certainly should have told him that the model he exhibited at the School of Arts was the most wretched mechanical abortion I ever saw. I did not wish to say that in an official Report. I heard it far more aptly described as a weighing machine. Mr. Bell says, on the same page, that his model ought to have received more attention. Now, it was not necessary to give it more attention, for the moment I saw it I was thoroughly satisfied of its inutility.
303. *By the Chairman:* Of the principle? Of the principle. I was so satisfied of it that I could not recommend the Minister of Works to expend 1s. in trying it. On the next page Mr. Bell makes some remarks with reference to Captain Ward and myself, which I do not think it necessary to go into; but he said he dare not develop his whole scheme, because he had "anything but an impartial tribunal to go to." That is merely matter of opinion, and it is not necessary I should say anything about it. Mr. Bell says—"the competent persons who would be appointed would be persons belonging to the Railway Department." I was the only one belonging to the Railway Department, and Captain Ward and I are not Commissioners for Patents; I do not think more than five or six have been referred to me since I have been in the Colony, and then only in conjunction with some one else. Captain Ward is not connected with the Railway Department in any way. On page 17 Mr. Bell says—"My surprise was, that when Mr. Whitton referred to my proposing to construct eight or ten miles of railway and build two engines, he did not ask what I wanted with two engines on a single line of so short a length." I think Mr. Bell must be extremely innocent of the way railways are worked, to suppose any person would ever commence to work with one engine. Engines do break down sometimes, and assuming one did break down, what is to become of the traffic unless you have one to supply its place. I did not see anything to excite surprise in Mr. Bell applying for two engines. The next matter that Mr. Bell alludes to is that his letter is dated the 8th March, and therefore must have been written before the article in the *Engineer* reached the Colony. Mr. Bell applied for a patent for what he was pleased to call another invention, with iron rails and iron wheels, and which I found to be precisely, in my opinion, the same in principle as one then in use in America; and although that letter of Mr. Bell's may have been written on the 8th March, I do not know that other information from America might not have been sent to Mr. Bell. At all events that journal was in the Colony long before Mr. Bell made

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application for a patent. It arrived here in March, and Mr. Bell's application was not made until June; and I do not find that Mr. Bell denies that he was aware of the existence of this in America; but he simply states that his invention, as he is pleased to call it, is an adaptation to the goods traffic of the engine used in America for passenger traffic. He does not profess to seek a patent for the original idea, but he wants to patent the adaptation for the purpose of applying it to the goods traffic and for disconnecting the engine. It is rather unfortunate that nearly all Mr. Bell states in his evidence is repeated again in the statement sent in to the Committee; but if the Committee will allow me, I shall be glad to go through both statements. Mr. Bell says, on page 17, that to shew his estimate was not a mere guess, he "prepared at his own expense a section of a line from St. Mary's, South Creek, to Windsor, ten miles in length; and that he inspected all the different routes—the Blacktown route, and the Windsor route, and from about Crawford's station along by Eastern Creek to Windsor." It is quite clear, therefore, that Mr. Bell has examined the whole of that district, and he has come to the conclusion that to take the line from South Creek to Windsor would be far the best, not only for the public generally, but for the Windsor people in particular. Mr. Bell must have a slightly-limited notion of the locality, when he proposes to take the whole traffic of the Windsor line about seven miles round, from Blacktown to South Creek, and thence to Windsor, in preference to a branch from Blacktown direct to Windsor—in fact to take the whole traffic passing to and from Windsor seven miles further than is necessary; and of course the rates would have to be paid in proportion by the Windsor people.

304. *By Mr. Lucas*: How far is it from Blacktown to Windsor by your proposed line? Eleven or twelve miles.

305. How far is it from St. Mary's to where Mr. Bell proposes to leave the present Western line? A little more than eight miles.

306. How far then is it to Windsor from St. Mary's? About ten miles.

307. *By Mr. Dalgleish*: So that he saves on one line, and adds on the other? He saves two miles one way, and adds eight the other.

308. *By Mr. Lucas*: Have you any idea of the difference in cost of these two lines—that from South Creek to Windsor, proposed by Mr. Bell, and the one proposed by you from Blacktown to Windsor? I have not seen Mr. Bell's line, but I have seen Mr. Bell's estimate, which assumes that there will be no earth-works, no culverts, and no bridges—in fact, that there will be nothing but the permanent way.

309. What do you estimate your line at? It was originally estimated at £7,000 a mile.

310. *By the Chairman*: I thought the estimate was for £60,000 for the whole distance? That is not my estimate; that is for a horse tramway.

311. *By Mr. Lucas*: Was that estimate prepared by you? No.

312. *By the Chairman*: Are you aware that it was stated in the House, by the Minister for Works, that the line was to be made so substantial that locomotives could be used upon it, if found more conducive to the public interest? I was not aware of that statement, but I heard from some of the Members afterwards, that it was an understanding that the line should be constructed sufficiently substantial to carry locomotives, if horse traction was not found desirable.

313. Whom did the Government consult, with respect to this tramway? They did not consult me on the tramways.

314. *By Mr. Dalgleish*: Does your estimate cover the rolling stock required for the line? No, simply the works.

315. Was it intended at that time, to carry it as nearly as possible by the face of the country, adopting the natural gradients? No, the worst gradient was 1 in 100.

316. If the gradients be taken as nearly as possible on the level of the country, will it not make the formation of a line, capable of being adapted to railway traffic, much cheaper than on the dead level system? Yes, no doubt; but there is a limit beyond which I would not recommend gradients to be worked.

317. One in 100 is scarcely considered a gradient at all? It is very good indeed; the cost could be considerably reduced by increasing such gradients.

318. Or even 1 in 50? Yes, that is very good.

319. Are the gradients of that description on the Windsor line? If it is proposed as a locomotive line, I would suggest that they should be 1 in 40.

320. That would considerably reduce the cost of your first estimate? Yes.

321. So that the sum now voted for a tramway might be found sufficient for a locomotive railway? No, I think not. It might be made for about £6,000 a mile in as cheap a way as possible.

322. *By the Chairman*: Is not the line proposed from Windsor to Blacktown subject to inundation in very severe floods in South Creek? Not if it is kept above flood level. There have been very heavy floods in South Creek of late years.

323. It is some years since you surveyed the line? Yes, in 1858 I think.

324. Have not the severe floods since then risen higher than was supposed likely by you at that time? They have.

325. And therefore you will require to alter your line? No doubt there will be a little extra work, so far as that portion is concerned.

326. In consequence of the recent severe floods, have you not been obliged to keep the levels of the railways generally higher than you previously expected, where they were subject to inundation? There has been only one instance where the level of the rails has been altered, that is at Menangle. We have certainly had to give more water-way in other instances.

327. *By Mr. Dalgleish*: In consequence of experience obtained by the whole Colony? Yes. I may allude here to statements which have been made to the effect that, previous to certain lines being constructed, persons said to have been acquainted with the localities recommended

me to allow more room for flood water, particularly on the Liverpool and Campbelltown line. Now no person ever suggested such a thing to me, and I never heard of such a thing till the line was washed away. The line is the same within three or four inches as was laid down when I came to the Colony, and which had been proclaimed, and was ready to commence work upon. It has been frequently stated that I altered the levels and made them lower; but that is not the case, with the exception of Davis' Flats, and there the line is lower; if it had been raised to the height shown in the original section, the result would have been much worse, simply because it would have dammed back a greater quantity of water.

328. And on account of the damming back of so much water, the force would have been so great that the bank would not have been able to resist it? I believe it would not.

329. Whereas with a lower level it became flooded over, and the pressure was more equalized?

Yes. The next part of Mr. Bell's evidence that I will notice is question 217, on page 18. It is a simple matter, but I may name it. Mr. Dalgleish asked this question—"A Committee of the Assembly are not supposed to be all engineers, or to be able to make these calculations, and engineers are rather expected to talk down to the Committee than the Committee to work up to them?" To which Mr. Bell replied—"I do not know what the drift of this is, but any facts you want to know, or any engineering opinion you wish to have, I will give you to the best of my ability; but do not lead me into making fifty or sixty diagrams, or a mass of calculations." Now I wish to observe that the questions asked by Mr. Dalgleish were of a very simple nature, and required no large diagrams or extensive calculations. At question 241, Mr. Bell says he proposes to have his wooden surfaces five inches in bearing. Now with wooden wheels and wooden rails, and five inches of bearing, I say Mr. Bell could not run an engine round a curve; I say his engine would not travel round a curve, unless there were some provision, which I do not see made, to have guide wheels to lift the engine round curves. The tendency of the engine is to go in a direct line, and if you have wooden surfaces five inches wide you must have some power to twist the engine in passing round a curve, or it will continue to go in a straight line.

330. *By Mr. Dalgleish:* Will you be kind enough to explain what takes place now, even with the small bearing and the conical form which is given to the wheels of locomotives at present, when locomotives are going round a curve? The leading wheel is constantly in contact with the outer rail, and in a short time the flanges are destroyed from the pressure of the leading wheel on the outside surfaces; and if the wheels had larger bearings they would not be able to get round the curves at all. The outside wheel is running on a larger radius than the inside, and yet the tendency is to leave the rail at the curve, and it is only the pressure brought on the leading wheel that keeps them in their places. The leading wheels are considerably worn by that pressure in a very short time.

331. The reason why the wheels are made conical is to equalize, as much as can be done by mechanical means, the space run over, by presenting the larger portion of the wheel to the outside, and the small portion to the inside? Yes; to equalize the outside and the inside radius of the curves, the outside wheels working on the larger curve.

332. Does not the outside rail of the curve suffer considerably more from the abrasion on the surface of the outside wheel? The outside rail suffers considerably more than the inside. In the addendum to his evidence, page 21, Mr. Bell says, "I am most decidedly of opinion that by decreasing the weight of the engines to one-third that of the present engines, (and on account of the softer nature of iron-bark in comparison with that of iron), giving increased width or bearing surface to the wooden wheels, that the iron-bark rails would be as enduring as the iron rails." That is a similar statement to the one I mentioned last, and I can only repeat that, in my opinion, the engines would never pass round a curve at all—that they could not be worked if they were made; and the iron-bark rails, in my opinion, would never last one-tenth the time, from the abrasion that would be upon them. Mr. Bell gives, lower down, the weight he proposes to have the cars and two steam trucks, making altogether $15\frac{1}{2}$ tons; and with these he proposes to transport a net weight of 20 tons of goods up gradients of 1 in 20, on iron rails and with iron wheels, at the rate of seven miles an hour. The engines and trucks weighing $15\frac{1}{2}$ tons, and the goods 20 tons, there is a total weight of nearly 36 tons. Now the tractive force required to move 36 tons up a gradient of 1 in 20 is 4,392 lbs., and the steam power of Mr. Bell's engines is 3,080 lbs., taking a steam pressure of 80 lbs. to the square inch; therefore I say Mr. Bell's engines would not move that load up an incline of 1 in 20; but Mr. Bell says they could take it up 1 in 10, which requires a steam pressure of 8,424 lbs., whereas his engines have only 3,080 lbs.

333. *By Mr. Lucas:* On that calculation, the engine would hardly take itself up? Yes, the engine would take its own weight up.

334. *By the Chairman:* You have used the term "tractive power of the engine," but I think Mr. Bell does not propose that these engines shall be worked on the tractive principle; he speaks of them as carrying, more than drawing? That is what I say. Mr. Bell gets an immense amount of adhesion, but he has not got steam power in proportion. Mr. Bell is acting on the assumption that if he gets sufficient adhesion, steam power is of no importance; he gets only 3,000 lbs. of steam power and 36 tons of adhesion, that is to say, a weight of 36 tons. There is no comparison at all between the two. Mr. Bell's cylinders would require to be very much larger, to work the traffic he speaks of. I suppose the plan of Mr. Bell's engine is here, and I should be very glad to see it, and explain it to the Committee, (*Plan laid on the table.*) I call that a traction engine to all intents and purposes. If you have an engine, and call it a pack-horse engine, you must load everything on the engine; and then it is not a traction engine. If there is any weight behind it or before it, then it is a traction engine. There is not such a thing as a pack-horse engine; or, at least, I never heard of such. With reference to the freight car, there is an engine at each end; the weight, I believe, to be carried is something like 30 tons, and to carry 30 tons would necessitate a load of 15 tons in the centre of that truck. Now I should very

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- much like to know how that is going to be built to carry 15 tons; it would have to be a very heavy machine to do anything of the sort. And then again a stronger objection to it is, that the whole weight of 15 tons in the car is carried on one pair of driving wheels; and I am satisfied it would not run. Mr. Bell, I believe, proposes that when these engines are not in use to draw the cars, they can be used for other purposes for running down the line; but if Mr. Bell removes the freight car from this engine the engine will not run at all; the centre of gravity of that engine is decidedly in front of the leading wheels.
335. I am not aware that Mr. Bell stated in his evidence that the engines could be used for any other purpose? If removed from one freight car to another, as he certainly proposes, they must travel for some distance from one to another. I do not believe it could do anything of the sort. I am satisfied the engines alone would not run ten miles an hour on any part of the line.
336. I do not think Mr. Bell proposes that they shall, but only to move them from one part of the station to another? I will endeavour to explain to the Committee the utter absurdity of attempting to work goods traffic with a thing like this. I will assume that there are one hundred tons of goods leaving the principal station, and perhaps not more than two tons are for any one station on the line; you have bricks, coal, sugar, merchandise of all kinds, a ton to be left at one station, two at another, and so on, and you have to wait at each station while the loading for that station is being discharged. Now it is very possible that the goods for one of the first stations may be at the very bottom of the car; then how is it to be unloaded? The fact is, no line in the world could be worked with a car of that kind.
337. It would be great carelessness on the part of the persons connected with the railway, if they were to allow those goods to be put on the bottom of the car? It might happen without any carelessness; you must load up as your freight comes in; and it is very possible that the last freight to arrive might be for the last station on the line; and, even assuming it were not so, still the train would have to stop at every station, to get out the loading for that station, and to pick up what other loading there might be.
338. That difficulty might be overcome by having the freight car in compartments? Then, assuming that there was loading to fetch from one of the stations to the main terminus, you would have to send one of these cars and engines to bring two or three tons of goods.
339. *By Mr. Dalgleish:* Will you explain how you arrange these matters now? The system now is, that we have got trucks for every station on the line, which are left along the line as they may be wanted. We get notice from the different stations that they require one, two, three, or four trucks, to load bricks or goods of any kind; we send up the trucks, and they are loaded there, and when the goods train is passing it leaves the goods for that station, and takes the trucks that are ready loaded to come on. It would be perfectly impossible to work an extensive goods traffic with engines and cars on this principle.
340. Do you not think the same disadvantage would ensue with large cars of this description, that exists at present in getting goods out of the hold of a vessel? Just the same.
341. And the same delay? It would be precisely the same thing in principle. There would be no end to the trouble and confusion, and injury to the goods.
342. If you had four or five tons of goods for each station, you would have to stop at each station till these were discharged; whereas, by the present mode, you load the five tons in a separate carriage, disconnect the carriage on arriving at the station, and at once proceed? Yes.
343. Leaving the carriage to be unloaded at leisure? Yes, certainly.
344. *By Mr. Sutherland:* Does not Mr. Bell propose to do the same as you are now doing? Mr. Bell has made so many propositions, and they are so contradictory, that it is utterly impossible to know what he does mean. The great result with him appears to be, that he is to use the pack-horse engine, as he calls it, in opposition to the traction engine; but then he says he can use them for any purpose he likes; in fact, the pack-horse engine is not Mr. Bell's sole proposition; it is only a portion of it.
345. *By the Chairman:* I think you have stated that this pack-horse system—to call it so, for the sake of reference—is in use in America? No, I did not.
346. Are you aware that it is in use in America? I am not.
347. Have you never seen any statement to that effect? No; I have seen an engine combined with a carriage for passenger traffic, but I understand that by what Mr. Bell calls his invention, he wishes to adopt that for goods traffic.
348. With regard to patents for inventions—is there no such thing as granting a patent for the application of a particular principle? No, I think not; unless you state distinctly—what never has been stated yet by Mr. Bell—in what that particular application consists, so that there may be no mistake.
349. As far as I understand it, Mr. Bell's application is quite different from the application of the same principle in America? No, it is the same in principle; but Mr. Bell attempts to apply it to a purpose for which it is most unsuitable.
350. With regard to inventions, is it generally taken into consideration whether an invention is useful before a patent is granted? I never would recommend the granting of any patent, if I knew that the same thing had been used before.
351. I am asking whether it is proper to refuse a patent because you think it cannot be usefully applied? I never give any opinion on that at all.
352. As Mr. Bell's application of the principle is so different to that in use in America, will you state why you recommended that he should not get a patent for it? Because I did not see anything at all in it that differed in principle from that used in America.
353. Is not the application of the principle original? I do not think it is; I think it is so nearly connected with the one used in America that there ought not to be a patent issued for it. The only difference is, that Mr. Bell turns the passenger car into a freight car.
354. Of course if the application of the principle is the same, and it can be shewn that this invention

invention and application is working in America, that will refute a great deal of the evidence you have been giving? No; not if all the circumstances are taken into consideration. In America it is just possible that one of these engines may be used on a short branch line between two termini; but as to working a general goods traffic with them, I say it is impossible.

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355. The facts of the case appear to be these:—Mr. Bell applied for a patent for an alleged invention of his, and he is refused the patent because it is not his invention, but is in use in America—well, if it is in use in America surely we can bring it into use here? A patent once taken out must be the patent of the original inventor, or if it is in general use the public have a perfect right to it, so long as no new principle is involved; and this is precisely, in every respect, with regard to the passenger cars, the same as in use in America. I saw no reason why I should recommend the Government to grant a patent for a supposed invention which I found to be already in use in America.

356. Then, if it can be shown to this Committee that this invention is in use in America, of course that will refute a great deal of the evidence you have given now, for you have stated that you believe it to be impracticable to work it? As far as I am aware, it is used in America only for passenger traffic; but even if it be proved to be in use in America, it should be taken into consideration whether it is used on a branch line or a main trunk line; it is possible it may be used on a branch line to take goods from one station to another, where there are no intermediate stations.

357. In a letter, dated 17th August, 1861, and signed by Captain Ward and yourself, you go on to state that “the design which Mr. Bell claims as of his invention appears substantially the same as that of which an account is given in the *Engineer*, a London journal, of the 4th January last, at page 7, as having been carried out by Messrs. Grice and Long, Philadelphia, and Messrs. Russell and Co. of Massillon, Ohio”? Yes; but that invention simply applies to passenger cars, and not to freight cars. It appears to me that Mr. Bell might just as well say, that because we have been in the habit of carrying passengers in the ordinary carriages of the railway, it would be a sufficient ground for a patent if dogs and cattle were substituted. I can see nothing more in it. It is a simple adaptation of what has been used in America for passengers, and Mr. Bell proposes to use it for freight.

358. There is some little difference in the application of the engine to the freight car and to the passenger car—different from what it has been stated is used in America? Yes, Mr. Bell proposes to remove the engines from the carriages; but the Committee will see that if these engines are taken away you must make all sorts of contrivances for blocking up these cars until they are unloaded; they must see that it would be a perfect impossibility to work them for intermediate traffic.

359. Unless there is a freight car for every station, there would be no necessity to block them up at every station? Wherever it is necessary to take the engine off it must be blocked up; if they are not blocked up, the engines must stand while the trucks are unloaded. The trucks we use now sometimes stand for days before they are unloaded; but in this case the engines must be taken away entirely from the cars, or they must wait the whole time till the trucks are unloaded. I see on page 22, in the Addendum, an estimate given by Mr. Bell, for constructing a railway without ballast; now that is not an invention of Mr. Bell's, for it was proposed by Mr. Woore.

360. I do not think Mr. Bell stated that in his evidence as an invention of his? No, this is taken from the Addendum; it is the most eccentric proposition I ever heard in my life—to construct a railway without ballast. I find that even on Mr. Bell's system he proposes to use 50 lbs. rails, and he makes the cost £2,181, without the fencing; and he also gives an estimate of a line for iron wheels and with iron rails weighing 30 lbs., laid on longitudinal timbers, amounting, after deducting the fencing, to £2,336. Now when the thing was done, and after expending £2,336, it would be impossible to maintain it—impossible to run over it. I am quite sure it is not necessary for me to point out that longitudinal timbers, laid in mud, and carrying engines and freights 25 or 30 tons in weight, would never remain in a satisfactory condition, or that you would not be able to run over them for a month. After heavy rains the lines would be unsafe, if not altogether impassable.

361. What may be the average expense of ballasting a line? Of course that depends entirely on the quantity.

362. To ballast them well? About £1,400 a mile.

363. Taking it at £2,000—allowing Mr. Bell to ballast his line at a cost of £2,000, that would bring the cost of construction up to £4,626, including fencing? That is simply the permanent way, which I can construct in a satisfactory manner for £3,000 a mile.

364. What then is the cause of the great expense upon that extension from Penrith to the Nepean, which is stated by the Minister of Works at £10,000 a mile, in a very nearly level country? No, it is anything but level; but in that extension there is 1,900 feet of timber framing, and between £7,000 and £8,000 for stations, sidings, engine shed, goods shed, turn tables, carriage docks, &c.

365. The Minister of Works stated in the House, that for the railway alone it would be £10,000 a mile? If the Minister stated so, it must have been a mistake,—because he explained the whole of the items to the House.

366. Is it necessary to put all those buildings and other things that you mention, at such a place as Penrith? We are compelled to have them; the only thing we can do is to put them up as cheaply as possible.

367. I suppose a great many of them will be only for temporary purposes? I propose to put up wooden buildings, covered with galvanized iron. I simply wished to call the attention of the Committee to the fact, that these estimates of Mr. Bell's are for railways without ballast; and by making a thoroughly good line, including the permanent way (which is all that is provided for here) and ballast, it could be done for £3,000 a mile, with a lighter rail than

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than we use at present. But that would be a thoroughly good permanent way; whereas no railway without ballast could be used for any length of time, except in very fine weather. The expense of maintenance would, in the end, be much in excess of what it would cost for ballast. I see that Mr. Bell proposes to use 30 lbs. rails on longitudinal timbers, and I believe it is stated somewhere, that they are to be bridge rails. Now there never was a bridge rail made of 30 lbs. to the yard. It is possible Mr. Bell may intend the contractor's rail. In the same page (22) the same statement comes again, with reference to the engines recently ordered out from England:—"Some of the heaviest were imported so late as the month of June last." I have previously replied to that, by stating that they are nothing of the sort—that they are the lightest we have had, with the exception of the "Governor General," a very small engine which came out some time ago. I see so many things that I have alluded to previously, repeated here, that I do not think it necessary to trouble the Committee with them. There is one other matter I wish to name. On page 23, Mr. Bell says, "In November, 1860, the Commissioner stated in his report that, from information he had received from the Engineer-in-Chief, the line to Bathurst would cost about £25,000 a mile, and that to Goulburn, £19,000. On the 9th July, 1861, my specification for a patent was referred to the Engineer-in-Chief and another gentleman, to report upon. In September last, a report and estimate, dated 31st July, (21 days after my specification was put in his hands,) was laid before the House of Assembly, from the Engineer-in-Chief, in which he reduced his length of tunnels on the Bathurst line, from five and a half miles to 143 yards—the projected earth-works in proportion." Mr. Bell undoubtedly wished to give an impression to the Assembly, at the time this paper was read in the House, that I had never thought of making these cheap lines until he suggested the adoption of steep gradients, and working them on his plans; and I may say that nothing can shew more clearly Mr. Bell's utter want of knowledge of the way of making estimates, than his assuming that I could make these estimates for the lines to Goulburn and Bathurst in 21 d.ys. The fact is, these estimates were in hand nine months; and in February last, long before Mr. Bell proposed his scheme, they were completed for the line to Goulburn, and those for the Bathurst line in June. They had been in hand from the previous year. I scarcely need assure the Committee that it was no suggestion of Mr. Bell's that induced me to make the estimates for these cheap lines.

368. As you are at this particular paragraph, will you explain how it was that you stated, in your report on Mr. Bell's plan, that any gradient severer than 1 in 40 could not be worked, and yet you have proposed gradients of 1 in 20, in some instances, on the Bathurst line? I never stated that they could not be worked, but that any gradient worse than 1 in 40 was a bad gradient, and that almost any expense in works was preferable to making such gradients; but there is no doubt 1 in 40 can be worked. Neither did I recommend, in my report, that gradients of 1 in 20 should be worked on the Bathurst line. I stated that it was not my intention to adopt worse gradients than 1 in 30. The large item for contingencies in the Bathurst estimate is principally to improve these gradients from 1 in 20 to 1 in 30, which I have no doubt can be done. Mr. Bell also says, "The estimate of the Engineer-in-Chief does not provide for the bridge over the Nepean, and is not included in the estimate of £10,000 per mile, nor have I allowed for it, having no data to rely upon." I may simply state that this bridge is included in the estimate of £10,000 a mile; and I do not know that Mr. Bell has more data to rely upon for his estimates for lines throughout the Colony than he has for the bridge over the Nepean. If Mr. Bell has made estimates he should shew, by statements of the quantities and prices of the works, that he is able to perform the work; but to say that his estimate is made in a rough way, and that it is £2,000 or £3,000 a mile, is giving no reliable estimate at all. No reliable estimate can be made until all the quantities are taken out, and I am not aware that Mr. Bell is in possession of information that would justify him in saying he can make lines for £3,000 or £4,000 a mile.

369. Then you think no man is justified in making any estimate in a matter of this kind, without making extensive surveys at his own expense? I simply say that no man is justified in saying that he can do a thing unless he can prove that he has sufficient evidence to warrant his assertion. Before a statement is made as to what can be done, sufficient information should be obtained to justify it.

370. Mr. Bell has given an estimate in his Addendum, at page 22, shewing how he proposes to make his railways for the amounts he names? That includes simply a very inferior permanent way.

371. Is not such an estimate as this, for what you call a very inferior permanent way, as much as you have a right to ask from a gentleman occupying the position that Mr. Bell does in relation to this matter? It is not for me to ask; it is simply for the Committee to consider whether such a proposition as this can be relied upon; and if I am called here to give evidence upon it, I think it my duty to state my impression, and whether the lines can be made for Mr. Bell's estimate or not. It is then for the Committee to decide what recommendation they shall make to the House. I say that Mr. Bell cannot construct these lines for what he states, or anything approaching to it. The earth-works cannot be done away with, and large bridges as well as small ones must be built; and for none of these has he provided. His estimate, therefore, must be a mere guess; and if noticed at all, its effect must be to mislead; it is not one on which any reliance can be placed as to the cost of railways throughout the Colony, even on Mr. Bell's own scheme. On page 23, in the "first" paragraph enumerating the advantages of his invention, Mr. Bell goes into the savings to be effected by reducing the gradients on the Western line, consequently the distance to the length of the road. That of course is on the assumption that Mr. Bell works the gradients now on the existing roads, some of which are one in eight and one in six. It is hardly necessary that I should further remark upon that. A little lower down, in the paragraph headed "secondly," Mr. Bell professes to quote from my reports, but he does not quote from them. "Under the traction system

system on iron rails it is folly to attempt steeper gradients than 1 in 40." I do not say so; I simply say that a gradient of 1 in 40 is a bad gradient. I think I have referred before to the estimate of the cost of a line to Windsor, which Mr. Bell proposed to take from St. Mary's, South Creek. I do not know whether this estimate here is intended to apply to that line, but I find it stated that the estimate of the cost of this line from St. Mary's to Windsor is £3,400 a mile, in opposition to a cost of £2,000 a mile for a line over a fair average country; so that I assume that the line to Windsor is not a fair average country, as the estimate is increased from £2,000 to £3,400 a-mile.

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372. Does not that include bridges and other necessary works? Yes, it appears it is to include bridges. But surely on such an easy line as that to Windsor it is not necessary to make gradients of 1 in 20; if it is, it cannot be the level country I have heard it described, and which Mr. Bell says it is. But he says this gradient of 1 in 20 is for not more than two hundred yards; if that be so, there is not an engine employed at present that could not work it; therefore there is no necessity for making engines of a peculiar construction to work a gradient of 1 in 20 for two hundred yards in length. I think it was understood the last time the Committee met, that a section of the line was to be produced; if that were here we could judge better of the character of the line. Mr. Bell also says, at page 24, "It would shew that gradients of 1 in 20 could be profitably worked, and an additional outlay of £200 would shew that gradients of 1 in 12 may be worked with great ease and profit, and without the slightest risk or difficulty." I do not know whether the £200 includes the additional rail for working steep gradients, or not. Mr. Bell also says, "The country could lose nothing by the experiment being made upon this line; it is the best and cheapest line that can be made to that town, whether railway or tramway, and supposing my system were not approved, the line might be used as a tramway, and the severe gradient, with a slight additional outlay, would be rendered easy for horse traction." Now I certainly do not think you could ever work a line of that kind without ballast, by horse traction. An expenditure of something like £1,200 or £1,400 a-mile would have to be incurred to put it in a state to be used even by horse traction. The other matters are simply, I think, repetitions of the previous evidence; but on page 28 there is a note of Mr. Bell's about a train on the Blacktown line, which, Mr. Bell says, came to a stand on an incline of 1 in 90, and might have stood there yet had not a ballast engine, belonging to the contractors, come to the rescue, as he is pleased to call it, or unless the train had been taken on in parts. Now I am quite sure the Committee must see the intention of that statement was to give an impression that this engine was incapable of working a gradient of 1 in 90; a thing that is utterly absurd, when we are working gradients of 1 in 66 every day. Mr. Bell might have known that the engine was short of steam, and that engines will come to a dead stand on a level when short of steam. No doubt that was the cause of its coming to a stand on this occasion.

373. *By Mr. Dalgleish:* Had you heard of a pack-horse engine previously to seeing these drawings, or an engine answering the same purpose as this passenger car and engines? Yes, such an engine was used in England on the Eastern Counties Railway many years ago; and they have been used on several short branches in England; that is, a passenger carriage combined with the engine.

374. The work I hold in my hand is Dempsey's Practical Railway Engineer, and it gives a description of engines calculated for the purpose of carrying passengers, together with the coke and water for the engine—is that a "pack-horse" engine, accepting that definition of what we have been discussing—this passenger car and engine? Yes, it answered precisely the same purpose; the engine is combined with the carriage, and there is no carriage to be detached. It was used in branch lines.

375. Are you alluding to the engine made for the manager of the line? The engine made for Mr. Samuels, at the time he had charge of the Eastern Counties line. The carriage was on the same frame as the engine, and was used chiefly for inspecting the line. There are other engines of that class—the "Fairfield" and the "Enfield," and several others made for short branch lines, but not in use on any main line in England, and they never have been so used.

376. Would the "Enfield," as far as you know, answer the description of what Mr. Bell describes as a "pack-horse" engine, towing other carriages—that is the expression I think Mr. Bell uses? Yes.

377. Does the "Enfield" carry out the same principle? It carries out the same principle—taking one carriage fixed in the same frame.

378. Perhaps you will allow me to quote from this work, which you must acknowledge to be a work of the first class:—"The 'Enfield' steam carriage worked the 10 a.m. passenger train from London to Ely, on 14th June, a distance of seventy-two miles, taking behind her three of the ordinary carriages and two horse-boxes, and arrived at Ely eight minutes before time, and the total consumption of fuel, including the getting up steam, was found to be 8½ lbs. per mile." Does that answer the description Mr. Bell has given of the "pack-horse" engine, drawing other carriages behind it? It is precisely the same.

379. The first engine you have mentioned, namely, the "Express," the little engine made for Mr. Samuels, is stated to have ascended the Lickey incline—what is the gradient of the Lickey incline? 1 in 37½.

380. You have stated that less than 1 in 40 is a bad gradient—are you aware that a gradient of 1 in 27 is daily worked on the Manchester and Oldham line? Yes, that is worked by the ordinary passenger engines working the general traffic of the railway. At the same time I do not call that a good gradient. If it be necessary to make worse gradients than 1 in 40 they must be made, but there is more difficulty in working them.

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331. What is the length of that gradient? I think from a mile to a mile and a half.
332. The bad gradients you speak of on the proposed line have generally a falling gradient or a level immediately after the worst part of the gradient is passed? Yes.
333. That is an advantage? Yes.
334. It enables the engineer to work up the steam, so as to contend with the next difficulty? Yes; besides the impetus the train gets in descending.
335. Could you give the Committee any idea of the effect produced by a train descending an incline of 1 in 10, which I think Mr. Bell proposes to work in some instances? The effect would be, that you would not have the slightest control over your train; the train must run with increasing velocity so long as the incline continued.
336. Even if the wheels were skidded, the velocity would increase according to the length of the incline? Yes, no doubt.
337. If the incline were of very considerable length, could you give us an idea of what velocity the train would attain? I think after attaining seventy or eighty miles an hour the train would run off the line.
338. *By the Chairman*: Am I to understand that a train would not stand on an incline of 1 in 7, wood upon wood? Not if the train is in motion when it comes to the incline; and we are speaking of iron upon iron.
339. As I understood him, Mr. Bell expressed an opinion that it would be safe, with wood upon wood, to have inclines of 1 in 7? We were speaking of a train having to descend an incline of 1 in 10 on iron rails with iron wheels. With wooden rails I do not think it would be at all safe to attempt to descend 1 in 10. Irrespective of the difficulty of getting up 1 in 10, it is far more dangerous coming down it. I may also say that no incline of 1 in 10 can be worked to advantage with ordinary locomotive traction. If you work an incline like that you must do it with stationary power. An engine can be made, no doubt, to do it; but whether you succeed in doing it or not, it is of no use practically. On a line of 1 in 10, with many severe curves, you would get down much better than on a straight line, simply because of the resistance of the friction in coming down.
390. *By Mr. Dalgleish*: It is stated in this report, which I take from Dempsey's Practical Railway Engineer, that passenger trains are conveyed by the "light" or "small" engines; and that the trains frequently consist of one large first and second class carriage for fifty-eight passengers, one third class carriage for forty passengers, one horse-box for three horses, and one carriage truck; and that the average rate of speed is thirty miles an hour. Is this, in your opinion, certainly the same principle as Mr. Bell claims, namely, partly "pack-horse" and partly towing? Yes, precisely.
391. The only difference being that he adopts a continuous carriage where Mr. Samuel's adopts the ordinary passenger carriages, and the ordinary goods trucks for the additional weight he has to carry? Yes, and with this difference also, that I understood Mr. Bell's original statement to be that everything was to be carried.
392. *By the Chairman*: Are engines on this principle at work in England? On short lines.
393. On the same principle as Mr. Bell's? Yes.
394. Then there would be no difficulty in working them here? If we had a branch line to work them on there would be no difficulty.
395. Is not the Windsor line a branch line? It is not made yet.
396. It is to be made? With engines and carriages of that description, the only thing I can see in the whole affair is this, that Mr. Bell proposes to gain his adhesion by getting the weight of the car upon the top of the engine; and by that means the engine would not be so useful for other purposes. It would never answer to employ a car like this upon a main line, and to unload from it all the goods that may require to be left at each station, instead of dropping them in separate trucks as we do upon an ordinary railway.
397. How do they do in England with the engines you have been speaking of? Engines of this kind are never used for goods that I am aware of. If used at all it is as passenger carriages, and they may draw a horse-box or so behind them, but they do that the same as an ordinary engine would.
398. Mr. Bell proposes, I think, on the easy gradients on the line between Sydney and Blacktown, to use goods trucks, such as are now in use, on the purely tractive principle—to draw them behind the engine? I do not see any advantage in that. On all lines the engines are proportioned to the weights they have to take. If the line is to be opened from Blacktown to Windsor as a locomotive line, as a matter of course engines will have to be ordered of sufficient power to work the traffic on that branch.
499. For instance, if the line from Windsor to Blacktown were on Mr. Bell's principle, he states it would be easy to bring along the wagons that were required to be sent on to Sydney by drawing them behind his engine? I see no new system in that, nor any invention, nor even any new application of a principle.
400. He does not claim, as far as I understand, anything new in respect to drawing the trucks behind the engine; but he proposes to construct a carriage, combining the car with the engine, and at the same time, along the easy gradients, to draw other carriages, if necessary, behind the engine. If that is done in England why could it not be done here? I do not say it cannot be done, but I do say it is not Mr. Bell's system.
401. *By Mr. Dalgleish*: As this is information that may be useful not only for the Committee but for the House, I will read a passage relating to the "Enfield" steam carriage, so that it may appear in the evidence:—"The 'Enfield' is in steam 15 hours per day; the fire being lighted about six in the morning, and drawn at ten o'clock at night. But of these 15 hours it appears, by the return, that she is engaged running only 5 hours, the remaining 10 being employed standing in the siding. It was found by experiment, that the quantity of coke consumed standing was 32 lbs. per hour; and after deducting this and the

"quantity consumed getting up steam, it will appear that the actual consumption of coke running is under 6 lbs. per mile. It must also be particularly borne in mind that this consumption of coke includes the total goods and coal traffic on the branch, amounting to 1,410 tons; viz, 169 tons of goods and 1,241 tons of coal." That is this light engine which performs the passenger traffic as well, and here is the fact detailed of her performance on gradients, as you will find, of 1 in 60; and at the same time you will find the lightest of these engines ascended the Lickey incline, which is 1 in 37½? I never said they were not used on branch lines; I said they were used in England, but not as what you call "pack-horse" engines.

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402. *By the Chairman:* In a previous part of your evidence you stated that with wood on wood, in three months there would not be half the adhesion that there is with iron and iron? Yes; that is my impression.

403. Can you give your reason? It would make the surfaces perfectly polished.

404. Is it not customary to throw sand on the rails to prevent that? If you were to throw sand on the wooden rails it would destroy the rails by producing abrasion; in addition to which, I may say that wooden wheels would not last six months.

405. You are aware that ironbark, of which it is proposed to make these wheels and rails, is supposed to be peculiarly adapted for railway purposes? It is peculiarly adapted for bridge building; but I do not think it is peculiarly adapted for longitudinal timbers to be used in place of iron rails.

406. Do they not in some parts of America use wooden rails for tramways? I do not know that they do; it is just possible they do; I have seen ordinary timber put down for tramways myself, but only for temporary purposes.

407. You admit that ironbark, of all other woods, has peculiar qualities for such a purpose? Yes, it has; but it also has peculiar qualities for warping and twisting in all varieties of shapes.

408. Not when it is seasoned? I never saw any seasoned ironbark yet, except from old buildings. If there are any large works to be performed, it is not easy to get the ironbark required, setting aside its being seasoned.

409. If you take the sap off it will not warp and twist in the manner you speak of? Yes; I believe ironbark felled for two years, if you cut a slab off it will warp immediately.

410. Without the sap? Without the sap.

411. *By Mr. Sutherland:* Is it not possible to cut ironbark so that it will remain as straight as when standing in the bush? I think it would be exceedingly difficult.

412. Is it not more in the way they cut the tree that makes it warp, than the nature of the tree itself? I do not know that it is. It depends a great deal on the season of the year when it is felled. But I am speaking only of the ironbark I have seen in the country; I have had a good deal of experience of it, and I have never seen a piece, excepting very large scantlings, that would remain straight.

413. *By Mr. Dalgleish:* When you speak of its not being seasoned, you allude to the fact that it is not kept in stock by the timber dealers? Yes.

414. So that it is impossible to get it unless it is ordered and cut for the occasion? Yes.

415. How long does it require to season ironbark? I do not know; many years.

416. It is a very dense wood, and therefore takes long in seasoning? Yes.

417. *By the Chairman:* Is there any great difficulty in cutting down ironbark in time to let it season? I do not see any difficulty in doing it, but I do not see by whom it is to be done. If the Government intended constructing the works themselves they might cut it; but they would have long to wait before it was seasoned. In some parts of the country there is no ironbark to be had.

418. In those parts are there not other woods as well adapted for railway purposes? I do not think there are any so well adapted, but other woods might be used. Ironbark has another defect in addition to want of seasoning, that before it becomes seasoned it is split considerably.

419. *By Mr. Sutherland:* You stated that a train running down a gradient of 1 in 10 would go at the rate of 80 or 100 miles an hour, and then go off the rail? No; I said, if the train arrived at a velocity of 80 miles an hour, it would not stop on the line; but I did not say it would arrive at that velocity.

420. Mr. Bell proposes to go up and down by small wheels; would these small wheels gain the same velocity as large four or five feet wheels? There would only be the friction less; that would be something less; but any train coming down an incline of 1 in 10 must gain in velocity, and I do not believe any breaks can be invented to prevent a train, after having arrived at a certain rate of motion on the top of an incline, from gaining great velocity in going down.

421. Supposing it was going three miles an hour when it came on the incline, do you think no breaks could be invented that could keep it at that? I do not think so.

422. *By Mr. Dalgleish:* Can a break do anything more than lock the wheels? No; I am satisfied that to work an incline of 1 in 10 would be extremely dangerous; and I am sure any person understanding the subject would never attempt to go down 1 in 10.

423. *By Mr. Sutherland:* I do not think Mr. Bell proposes to do so—I think he only said it was possible to do it? It would be possible to get up an incline of 1 in 10, but the work done would be so little that the line would be practically useless, setting aside the danger of coming down it.

424. You state that the present engines would work 1 in 20? Yes, for a distance of 200 yards, which Mr. Bell says he has got on that line; because I assume that the velocity attained before they came to the 200 yards would take them over it, even without steam, or very little steam.

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425. How is it they so often stop on the present line? Simply from being short of steam, or from the engines being weighted with a load they were never intended to carry. If an engine be ordered to do a certain amount of work, and they load the engine with double the weight, of course it is to be expected that it will not be able to take it. In numerous cases, particularly on the Blacktown line, it has arisen from the bad quality of the water; the engine frequently can make no steam at all; and a stoppage takes place in consequence, not of a deficiency in the power of the engine, but simply because there is no steam in it.

426. And the want of steam is not the result of the neglect of the party in charge, but of the peculiar quality of the water made use of? Yes, that has been so on the Blacktown line, from the bad quality of the water they get about a mile and a half or two miles on this side the Blacktown Station. Cases do arise where the fault is attributable to the driver, in allowing his steam to get too low in the boiler.

WEDNESDAY, 15 JANUARY, 1862.

Present:—

Mr. ARNOLD, | Mr. FORSTER,
Mr. DALGLEISH, | Mr. SUTHERLAND.

JOHN BOWIE WILSON, ESQ., IN THE CHAIR.

Edward Bell, Esq., C.E., present in the room.

John Whitton, Esq., Engineer-in-Chief for Railways, further examined:—

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427. *By the Chairman:* If you will be kind enough to look to the commencement of your former evidence (question 266), you will see you were asked to give the Committee your opinion of Mr. Bell's invention, and his proposal. Now, as far as I can understand, you have gone into that portion of it which applies to the wooden rails, but I do not think you have explicitly given your opinion of the invention as a whole? One portion of it is no invention at all, with regard to the wooden rails. The other may be an invention, but I think it is useless—that is, with reference to the wooden wheels. Wooden rails, no doubt, were used by Prosser; and they have been proposed by Mr. Shields, in this Colony, and also by Captain Mann.

428. You have no means of ascertaining whether they proposed to have wooden wheels or not? No.

429. Consequently, so far as the wooden wheels go, Mr. Bell's plan appears to be new—so far as we have any information? Yes, so far as I know, for locomotive purposes they are.

430. As far as I understand this invention, there seem to be two ideas—that of having the propelling wheels of wood, running on wooden rails, but the carriage and truck wheels of iron, running on iron rails? Yes, that I believe is the proposition.

431. That is new also, is it not? That, I believe, is new.

432. Do you not think that portion of the invention would facilitate the working of it? I do not. I do not believe the wooden wheels would be found to be of the slightest use after a few months' running on wooden rails.

433. From the circumstance of only the propelling wheels being of wood, running upon wood, there is not the same probability of great wear and tear on the wooden rails, as if the whole train were running on the wooden rails? I think neither the wooden rails nor the wooden wheels would last any length of time, and I do not believe there would be the same amount of adhesion, which is what Mr. Bell seeks to obtain by their use, after they had been in use three months, as there is, on the present plan, between iron and iron.

434. Not even with the assistance of sand thrown on the rails? I do not think so.

435. You have not exactly answered my question. I could easily understand that there would be some force in your argument, provided all the wheels ran on the wooden rails, but as the propelling wheels are the only wheels to run wood upon wood, there will not be the same wear and tear as if all the wheels of the train were working upon wood? I think there will, for the weight on the propelling wheels must be much greater than that of any other wheels in the train; and it is the extreme weight which causes destruction to rails and tires.

436. Do you think there would be a very great amount of destruction on the wooden rail, from the wooden wheels running in the centre of a block of wood? I think so. I think not only the rail would be destroyed, but the wheel would be destroyed. At all events, I am thoroughly satisfied that there never could be the same utility in a wooden wheel that there is in an iron wheel, and I believe that the expense of working upon that system would be very much in excess of working with iron wheels on iron rails. With regard to this matter, perhaps I may be allowed to make a statement with reference to the wooden rails and wooden wheels. Mr. Bell invented, as he states, the wooden rail and wooden wheel, and claimed and obtained a patent for the wooden wheel. A model was made of it, and Mr. Bell lectured on it for some time at the School of Arts. He had also so much confidence in it that he asked the Government for £25,000 to try this invention. Not obtaining the £25,000 for the purpose, Mr. Bell, as I understand, abandoned it himself entirely, and now claims another patent.

437. I do not think Mr. Bell ever explicitly stated to the Government what plan he intended to adopt for the experiment you speak of, and I understood him to say in his evidence

evidence that it was not the wooden wheel and wooden rail? I think in one of Mr. Bell's letters he states it is to use wooden rails and wooden wheels. At all events, whether that be so or not, it seems to me that the wooden rail and wooden wheel invention has been entirely abandoned.

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438. As far as I understand Mr. Bell's own proposal, he intended to use these wooden wheels and wooden rails on very severe gradients; but on the line he proposed to the Government to make, there were to be no very severe gradients, and I do not think he explicitly stated which of his inventions or improvements he intended to adopt, and he states himself in his evidence that it was another plan he intended to adopt on that line, namely, what he calls the "pack-horse" system? At the time that application was made, the wooden wheel and wooden rail system was the only one before the Government or the public, and Mr. Bell's proposition was to work very severe gradients with safety, with locomotive engines, so that it would have been useless for him to have experimented on a line on which there were no severe gradients. If this was not the system he intended to adopt, Mr. Bell's letters led the Government to believe that it was, and he could scarcely have expected that a large sum of money would be placed at his disposal, to be expended on the trial of a scheme which had not been disclosed. I find in Mr. Bell's letter of the 8th March, which was referred to me for report, he said that the Government had a right to expect some explanation from him, as to what he proposed to do; first, as to "the practicability of ascending and descending severe gradients by means of locomotive engines with safety"; and, "second, the effect produced upon the *wooden ways and wheels* by working upon my plan." I think it is clear from that, that at that time, Mr. Bell intended to use wooden wheels and wooden rails; but now it seems that since the £25,000 were refused, Mr. Bell has entirely abandoned his original scheme, or at all events, he has substituted an entirely distinct and different one.

439. If you look at Mr. Bell's evidence—I cannot exactly put my hand on the place at present—you will see that Mr. Bell, to a certain extent, intended to combine the two schemes; and he states that, not having received a patent for one of them, he did not state what that was, and he enters into some reasons for not having done so? As I stated in my former evidence, the difficulty with me was, to know what Mr. Bell intended, for he had made so many propositions that it was impossible to give evidence upon them, not having before me any definite proposal. I think there is no question, from this letter of the 8th March, that at the time he applied to the Government he proposed to use wooden rails and wooden wheels.

440. I think we are bound to take Mr. Bell's contradiction of that, for he states in his evidence that that was not his intention? Mr. Bell's letter to the Government, which was all they had before them at that time, says nothing about iron rails or iron wheels, but simply wooden rails and wooden wheels. In referring to this plan of Mr. Bell's, I simply wish to point out to the Committee, that Mr. Bell himself could have had very little confidence in the system he then proposed, when he so soon abandoned it after the Government declined to give him £25,000 to try it.

441. You did not ask Mr. Bell to enter fully and explicitly into his plans before the Government declined to accede to his proposition? No, I asked for nothing; but what I saw in the letter spoke only of wooden wheels and wooden rails.

442. Be kind enough to turn to question 286 of your evidence. You allude there to Mr. Bell's having stated that locomotives on an ordinary road have overcome gradients of 1 in 12, but admitting such to be the case, you think it would be impracticable on railways to overcome that gradient? I do not say it would be impracticable, but that even if he succeeded in surmounting a gradient of 1 in 12 it would be practically useless; and I also say, in the answer you allude to, that Mr. Bell might just as well have alluded to rope traction or to bullock drays working inclines of 1 in 4. I have no doubt there are many instances on the roads of the Colony where bullock drays work inclines of 1 in 6. I refer to that in consequence of Mr. Bell having stated that an engine he was acquainted with worked an incline of 1 in 12 on a common road.

443. I have always understood that it is easier to work steep gradients on an iron rail than on a common road? It is just the reverse.

444. Why is it then that they have laid tramways at the steep ascents from wharves in Sydney? That is with horse traction; they would not be able to work them with locomotives at all. There is less friction, as a matter of course, on an iron rail, but you have got horse power. It is not as though you had to work with the adhesion between iron and iron, with a locomotive engine. No doubt the friction is decreased considerably with iron rails instead of a common road.

445. And supposing you got sufficient adhesion, of course it would be easier to ascend a steep gradient on an iron rail than on a common road? If you have sufficient adhesion and sufficient power to get up.

446. Provided you had sufficient adhesion, the same power would take you up a steeper gradient on an iron rail than on a common road? There is less friction, of course; the same power would take you up a steeper gradient.

447. *By Mr. Dalgleish*: Do you consider that your answer to that question in any way favours the idea that these gradients would be practicable? Certainly not.

448. With regard to a horse working on a common macadamized road, where the wheels run on a plate or rail, is that in any way analogous to a locomotive working on common roads? Not in the slightest.

449. Is the power to be calculated by the same rule? Certainly not.

450. *By the Chairman (at the request of Mr. Bell)*: In stating that the friction would be decreased upon an iron way, what friction did you allude to? I allude simply to the friction of the wheel against the macadamized road.

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451. The driving wheel? Not the driving wheel, certainly. I am assuming that you are taking a load up an incline by horse power, and I say there is less friction on an iron rail, with horse power, than there would be on a macadamized road. There is less resistance on the iron rail than on the common road.

452. The engine Mr. Bell alludes to had four wheels, and the carriage that was drawn had four wheels, that made four pairs of wheels, of which one pair only on the leading engine were driven by steam power, the other three pairs of wheels being led or driven exactly as if a horse drew them—would not the resistance to these three pairs of wheels, not coupled to the engines, be much greater in going up that hill on the common road than it would have been if it had gone up on an iron way? There cannot be two opinions about it. No doubt there is far less resistance on an iron rail than on an ordinary macadamized road.

453. Would you not infer from that, that the engine would have more work to do than if these wheels had been drawing up an iron rail? No doubt.

454. In that case the test of power to ascend inclines of 1 in 12 would be much more severe than if any or all of the wheels had been going up an iron rail? I think it would be better, before going into this question, that the engine should be described.

455. Any engine with four wheels put on a common road, as it might be if the flange were cut off? It is discussing a thing that can never be adopted in practice.

456. *By the Chairman:* The next subject I wish to ask some explanation of is with regard to this new proposition of Mr. Bell's, the second proposition—the "pack-horse" system. You will find it alluded to in questions 345, onwards. I think in different parts of your evidence, if I read it correctly, you stated that this system is not in vogue in America; and then afterwards you admit that it is in use on branch lines in America; and also, as Mr. Bell says, that the "Enfield" engine goes on main trunk lines in England? So far as I am aware, it is only used in America on branch lines for passenger traffic. With regard to the "Enfield," I am not aware that it is used on a main trunk line, or if it be, it is simply a carriage combined with an engine for the purpose of taking a small number of passengers.

457. Mr. Dalgleish, in asking you a question (378), said that this engine worked a passenger train, on a particular day, from London to Ely, a distance of 72 miles? That may have been an experiment, but I do not believe the passenger trains were generally run with that description of engine.

458. You cannot state whether the experiment was a failure or not? I do not think it possible it could have been a failure. I think an engine combined with a carriage can work just as well as an engine not combined; but for main trunk lines such combined engines would be extremely inconvenient, because as soon as you had got beyond the number of passengers one of them could take, you would have to supply another engine and another carriage. The great convenience of working engines and carriages separately is, that you can supply carriages or take them off as required.

459. Commencing at question 425, at the end of the examination, there are some questions asked which I should like to have some explanation of, with regard to the various qualities of water from different localities, and its capability of producing steam? I think it is perfectly intelligible to anyone accustomed to working railways. We know that water may contain certain ingredients, alum, or lime, or salt, and when these are present it is almost impossible to get sufficient steam. The engines "prime," that is, instead of pure steam going into the cylinders, water is also admitted, and if the engine-drivers are not very careful, the cylinder covers will be knocked off. It is quite well known that water obtained at certain places is perfectly useless. For instance, there is no water fit for engines between Menangle and the lagoons beyond Picton.

460. Will not the water boil? It will, but it makes impure steam, or that water is carried with the steam into the cylinders.

461. What is the reason of it? The reason simply is that it is impure water, or water mixed with salt or alum—what is generally called here brackish water.

462. They use sea water? So they do, but it is a different description of engine, made purposely for it.

463. *By Mr. Dalgleish:* Have you much knowledge of marine engines? No.

464. You are not aware that they are frequently in the habit of priming? I am not aware of it; but I should be surprised if they did not.

465. *By the Chairman:* I can easily imagine that the boilers would be coated with the saline matters contained in the water, and that in that way the heat would be prevented from fully getting to the water, but I was certainly under the idea that if the water boiled it would generate steam? It does; but it generates impure steam. On the Blacktown line I have seen an engine perfectly white, as if it had been whitewashed, with the priming or water that has come out of the cylinders. If an engine were in good working order, and were to take in bad water, it would work very unsatisfactory, and probably be compelled to stop.

466. These are principally earthy matters? Yes; but this water has not been analyzed, that I am aware of, but the water is easily tested.

467. Practically tested you mean? Yes. It is always water that is offensive to drink. The best construction of locomotive would prime if foul water be used.

468. *By Mr. Dalgleish:* What bearing were the wooden wheels that have been spoken of to have upon the wooden rails? I think Mr. Bell said he proposed to give them a bearing of five inches, but that it could easily be extended to eight or nine inches.

469. If the driving wheels of a locomotive had five inches continuous bearing on the rail, what would be the effect on requiring the engine to go round curves—would it keep the line? I do not believe it would, unless some very strong arrangement were made to twist the engine

- engine round the curves, in the shape of guard wheels. The present leading tires would not keep them on the rail.
470. What would be the effect on the wheels themselves, in forcing them to slip from these five inches of bearing to adapt themselves to the curve? The effect would be to twist the wheels or the axles.
471. Would the axles require to be of extra strength? I think they would; but I am quite satisfied they would not run on a curve if made with a bearing of five inches; of course I mean curves of small radius.
472. The present system, by the wheels giving a minimum surface of bearing to the rail, and also by being conical, is better adapted to take the curves? Yes, no doubt it is; they run on a point as nearly as possible; a very small bearing surface.
473. There is compensation allowed for the curves by that means? Yes.
474. Could the same effect be obtained from wooden wheels with five inches of continuous bearing? No, it could not.
475. Would the two wheels with the axle be equivalent and similar in every respect to a continuous roller of that diameter? Yes, of that diameter and the same width of surface.
476. And the same difficulty would exist in regard to one going round a curve as in regard to the other? Yes.
477. In your opinion would that be a fatal objection to the use of wooden wheels? That alone would be a fatal objection, if there were no other, unless some arrangement were made by which these wheels could be continually lifted and twisted round the curves.
478. Would not the greater adhesion that Mr. Bell assumes he will obtain from working wood upon wood be an additional objection to the proposition to take these wheels round curves? No doubt it would be an additional objection. It would be more difficult to get round if there is more friction.
479. It would be more difficult to twist it round the curve? Yes, on the assumption that there is more adhesion.
480. What effect would this torsion, I think I may call it, have on the wooden rails? I think it would destroy the fibre of the wooden rail.
481. Does it to some extent destroy the fibre of iron rails? Yes.
482. The effect on wood would be proportionally greater? Yes; I have no doubt it would destroy the fibre of the wood by the weight there must be on the driving wheels, and by suddenly twisting them round curves.
483. With regard to question 285, Mr. Bell refers to an engine for working on a common road—is that usually known as a locomotive engine? Of course all engines that move are in one sense locomotive engines, but the term locomotive is generally applied only to those that run on railways.
484. Is it usual to work these engines on the roads with crank axles in the ordinary way, or by tooth gear? I do not know what the general custom is; they have been worked both ways, I believe.
485. This engine is stated to be a locomotive weighing seven tons, drawing seven tons up 1 in 12 on a common road—do you think an engine of that description could be worked with a crank on a common road? Mr. Bell states that it did; and, in the absence of any evidence to the contrary, I should be sorry to say it did not.
486. The greater portion of the weight would come on the crank axle? It would.
487. And the concussion of the engine itself would be much greater than that of a locomotive on rails? No doubt, working on a common road.
488. So that it would require to be of immense strength—much stronger in proportion than the crank of an ordinary locomotive? I think it would. There would be more likelihood of its being damaged running on the common road, from the inequalities of the surface, than on an ordinary railway.
489. Had the public any reason to imagine that Mr. Bell was in possession of any other plan than the one he prepared and lectured on at the School of Arts? I am not aware that they had; I had not.
490. The Government were not aware of any other? Not that I know of. I had no knowledge of nor did I see any documents connected with any other proposition.
491. *By the Chairman (at the request of Mr. Bell):* With reference to the bad quality of the water affecting the steam, will not all fresh waters make steam? The waters I referred to are not fresh waters; they are brackish. Everyone connected with railways knows that engines will prime, and what is the cause of it? The thing is so palpable that I think I have given a sufficient answer already.
492. Will not two different waters of the same specific gravity, if put into a boiler, make steam alike, the one as well as the other? If the water is of the same quality no doubt they will. It is a matter of fact, that on the Blacktown line we have had engines detained over and over again in consequence of the bad quality of the water.
493. If two waters are of the same specific gravity, will they not boil and make steam as quickly as each other? They may contain something extremely prejudicial, although of the same specific gravity.
494. If the specific gravity is alike, will they not boil at the same temperature? I have no doubt they will.
495. And assuming that they would boil at the same temperature, they would steam as rapidly? No doubt.
496. Is the quality of the water at Blacktown so bad as to make an important difference in the steaming power of the boilers? It is so bad that rather than use it we now run an engine from the junction at Parramatta to Liverpool to fetch water. It is not a matter of opinion at all; it is a matter of fact that can be ascertained from any of the drivers.

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497. Is your knowledge of it derived from your own observation? I have seen the engines prime, and I have had frequent reports about the bad quality of the water.

498. Have you had reports that the water will not steam? No, but I have had reports that they cannot run the trains with the water.

499. Are there not 95 lbs. rails in use on the railway? No; I have never seen 95 lbs. rails in the Colony. There is not a rail that I am aware of that is more than 75 lbs.

500. Are you aware what the weight of the Barlow rail was? 75 lbs.

501. Did you not introduce a heavier rail than the Barlow rail when you introduced the double-headed rail? No.

502. What depth of ballast is it usual to put on the rails here? Sometimes two feet, sometimes twenty-one inches, sometimes eighteen inches, and sometimes only twelve inches.

503. Twelve inches is the lowest? I never put as little as twelve inches; eighteen inches is the least I ever put.

504. The use of the ballast is to bed the sleepers and keep them in their places? It is for another very important purpose, the purpose of drainage.

505. And for foundation? Unquestionably. The system we are adopting now is, to pitch the whole formation from side to side with large stones to an average depth of seven inches; over that we put five inches of stone, broken to a 3-inch gauge; on the top of that we lay the sleepers; and on the top of these, eight or nine inches more of broken stone.

506. Is it indispensable you should have broken stone to use for ballast? Broken stone makes the best kind of ballast, and costs far less for maintenance, with the exception of good gravel, which we cannot get here.

507. On a line where you would have a good gravel surface all along, you might use that for ballast, without going to any other expense? I have not seen any part where there is a good gravel surface.

508. Have you been over the direct line between St. Mary's, South Creek, and Windsor? No.

509. Supposing a section of country could be found where the gradients were not steeper than 1 in 20, and that it is possible to work gradients of 1 in 20, a railway might be made there without any cuttings or embankments at all? I do not think any portion of the country you can find will shew gradients no worse than 1 in 20 without embankments or cuttings. If Mr. Bell has such a section, I should very much like to see it. If you can form a line on the surface of the country, of course there is no occasion then for cuttings or embankments.

[Mr. Bell produced a section of his proposed line between St. Mary's, South Creek, and Windsor.]

510. With reference to the latter part of your answer to question 303, I think you have stated that the line from Blacktown to Windsor is eleven or twelve miles? About twelve miles, probably a little more.

511. And it is eight miles from St. Mary's to Blacktown? It is more than eight miles.

512. Then if it is eight miles from St. Mary's to Blacktown, and Mr. Bell's line is ten miles long, he would require eighteen miles of railway to travel from Blacktown to Windsor, but he would only require to make ten, the other being already made? Yes.

513. Then assuming that Mr. Bell's ten miles can be made at £2,000 a mile, the cost would be £20,000? Mr. Bell may assume such a thing, I would not.

514. Suppose it possible? I cannot suppose such a thing.

515. What is the estimate of the line from Blacktown to Windsor? The original estimate I have already stated distinctly.

516. £7,000 a mile? Yes.

517. But you stated that it would require alteration to get over higher floods? Yes, and I also stated that by working steeper gradients the cost might be reduced.

518. Are you aware to what height the flood rose last? It rose to the toll-house at the bridge.

519. To the eaves of the toll-house? Not quite to the eaves of the toll-house. I passed over a few days after and saw the mark on the wall.

520. Then the lowest estimate of the line from Blacktown to Windsor is £84,000? I have not said so; I have said the expense might be reduced by making the gradients steeper.

521. Your last survey is the only one on which you have formed an estimate? Yes.

522. That is £84,000? Yes, £7,000 a mile.

523. Then if Mr. Bell can construct his line from St. Mary's, South Creek, to Windsor, for £20,000, there will be a saving of £64,000? I do not think Mr. Bell can do anything of the kind. He might, with the same reason, assume that he could construct the line from Blacktown to Windsor for £2,000 a mile, as well as the one from St. Mary's, South Creek.

524. At question 332 you state that "the tractive force required to move thirty-six tons up a gradient of 1 in 20 is 4,392 lbs."—Is that arbitrary? That is the force required to move thirty-six tons up an incline of 1 in 20.

525. At what speed? That is the force required merely to move it; the speed would be in addition.

526. You say, "taking the steam pressure at 80 lbs. to the square inch"—what is the meaning of that? If you calculate the power of an engine you must assume a steam pressure of something.

527. Am I to understand that it requires a pressure of 4,392 lbs. on the pistons to draw 36 tons up 1 in 20? That is the force on the whole.

528. From the steam? From the steam. It is a calculation with a certain sized wheel, and a 16-inch crank I think it was.

529. Is 4,392 lbs. the pressure of steam upon the piston required to draw 36 tons up a gradient of 1 in 20? I said the tractive force required to draw 36 tons up that gradient

is

is 4,392 lbs. This answer has nothing whatever to do with the steam. It does not matter how the tractive force is supplied. The 80 lbs. of steam pressure is in allusion to what I calculated Mr. Bell's engines at. I take the steam pressure on Mr. Bell's cylinders at 80 lbs. to the square inch, and upon that I calculate the power of his engines at 3,080 lbs.

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530. Are you not aware that Mr. Bell does not require the tractive force at all—that he is going to carry the load? It does not matter whether he carries it or not—that amount of force must still be supplied. 4,392 lbs. is the force required to take 36 tons up an incline of 1 in 20.

531. To start it? Yes.

532. And you say that to take it up 1 in 10 would require a steam power of 8,424 lbs.? Yes.

533. Whereas Mr. Bell's engines have only 3,080 lbs.? Yes.

534. What is the diameter of your cylinders? We have nothing less than 14 inches; the smallest are 14 inches, and the largest 16 inches.

535. Is the maximum pressure 80 lbs. to the square inch? No, the maximum is 150 lbs., and the average is 130 lbs. to 140 lbs. It depends upon the condition of the engine.

[Mr. Dalgleish objected to the course of examination. Witness and Mr. Bell requested to withdraw. Committee deliberated. Witness recalled.]

536. If Mr. Bell's engines, with a pressure of 80 lbs. to the square inch, give a tractive force of 3,080 lbs., with a pressure of 150 lbs. they would give something like 6,000 lbs. to work with? No, it is impossible to get anything like 150 lbs. into the cylinders, because, though the steam is admitted at a certain pressure, it is something less by the time it gets to the cylinders, and, as the engines work expansively, the pressure is not more than 80 lbs.—in fact, that is a high average.

537. If he has 3,080 lbs. with one pressure, he would have nearly 6,000 lbs. with the other? No doubt; but I may state that with ordinary locomotive boilers you would not get that pressure, to be safe to work with, for any length of time.

538. I think you are aware that Mr. Bell proposes to decrease the speed—that he does not propose to run at a high speed? I think the speed was to be 12 miles an hour.

539. Your engines run now at much quicker speeds? Yes.

540. And you will admit that the quicker the engines run the less pressure of steam there is in the cylinders? Yes.

541. They even run so fast at times that there is a pressure against you? We do not run at that speed here.

542. However, the slower the pistons travel, the more effect the pressure of steam has upon them? Yes, all other things being equal.

543. If you employ 16-inch cylinders on your engines to turn a 5-foot wheel, or a series of 5-foot wheels, and you could take a certain lead up a gradient of 1 in 20, with the steam power so applied, or you could not take it up, and assuming that you had sufficient grip on the rail, and not sufficient steam power, if you employ a wheel of half the diameter with the same sized cylinders, would you not double the power to propel the train, provided you had sufficient grip? Yes, you would increase the power undoubtedly with the same engine.

544. That is, a wheel half the size, with the same steam power applied to it, would, with sufficient adhesion, ascend double the gradient that a 5-foot wheel would? It would have double the power, no doubt; but I do not see that that has any reference to the engine that Mr. Bell proposes to use, because his engine was taken with as small a wheel as he could reasonably propose to work. In fact, I think I took the size from his drawing.

545. You are aware that Mr. Bell proposes to use wheels of two or three sizes? Yes.

546. The smaller wheels on the severer gradients, and the larger wheels on the level places and easy gradients? That, I believe, is the proposition.

547. Do you think that practicable or useful? It is practicable, no doubt; but I do not think there is any use in constructing railways with very bad gradients, for the purpose of inventing a machine to overcome gradients that are practically useless. It is creating two difficulties; first, making gradients that never can be worked economically or advantageously, and next, endeavouring to work them by an extraordinary kind of machine.

548. Supposing the machine was first proved to be useful, in ascending or descending these gradients, then it would be wise to make the railway, would it not? You may assume all these things no doubt; but I do not see myself that a small wheel would be of any more use in coming down inclines than a large wheel; and it is in coming down that the greater danger consists.

549. Do you not think that the load has less power over a small wheel in descending an incline than it has over a large wheel, assuming there is grip? It has greater power over a large wheel than over a small wheel.

550. And it is possible to attain a speed with a large wheel that is not possible with a small wheel? Yes.

551. Consequently, the small wheel on severe gradients is good in principle? No doubt, to a certain extent; but these gradients may be carried so far as to make both useless.

552. It is matter of opinion where danger begins and safety ends? It is a matter of experience probably.

553. Matter of opinion derived from experience? I think experience, so far as America is concerned, goes to show that these steep gradients are not advantageous, and that they are only used until they can make more perfect ones, simply to get the line open.

554. You are aware that Mr. Bell proposes to put the large wheels on the same axles as the small ones? Yes.

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555. And to apply the breaks on the large wheels as a means of controlling the small wheels? That would have no effect whatever, because you can only skid the wheel, the same on the large wheel as on the small one.
556. The break would have greater influence with the same pressure, when exercised on a large wheel to curb a small one? But at the same time it might be applied to the small wheels without having a break to skid the large wheels.
557. Do not you think it safer to apply the break to the large wheel, while it is there, and so decrease the liability to extraordinary strain on the break; the less the strain on the break the less danger of its breaking? No doubt it would be safer.
558. In your answer to question 340 you seem to think Mr. Bell's "pack-horse" system would be liable to the same disadvantage as getting goods out of the hold of a vessel. You are aware that from the hold of a vessel the goods have to be drawn up and lifted over the ship's side on to the wharf? Yes.
559. In this case, the floor of the truck would be about level with the stage of the station, consequently the goods would be much more easily moved out of the carriages than out of the hold of a vessel? The allusion to the hold of a vessel was simply with reference to the goods being placed one over another, and in order to get goods for intermediate stations it would often be necessary to shift others and reload them.
560. You are aware that Mr. Bell proposes with his loaded pack-horse engines, to draw trucks with goods behind them until the hilly country begins, and these trucks might be left at the intermediate stations, for instance, between here and the Nepean, and it is not likely there will be many intermediate stations between Penrith and Bathurst? I do not know; there may be a good many at some future time.
561. Do you not think each of these might claim a car to itself—might not a load be dispatched to each of these stations? I do not think so. To run an engine with one truck to each intermediate station would be extremely inconvenient.
562. Mr. Bell proposes to load an engine to go to Bathurst, and to draw some trucks behind it as far as the gradients are easy—do you think that would be practicable? Yes, but I see nothing new in that as a system.
563. At any rate, Bathurst would require a loaded car to itself, carrying 20 or 30 tons? I should be very sorry to recommend a railway to Bathurst, unless I thought there was far more traffic than one or two "pack-horse" engines would take.
564. These engines may be made to be attached and detached from the cars at convenience? No doubt.
565. Then the two engines which had just brought up one loaded truck to Bathurst might be put under another truck which had been loaded with care and attention to getting the goods out? I think if the engines are to be moved about a line in that way, there would have to be some alteration in them, for I do not believe they would run by themselves.
566. If the engines are correctly proportioned and will run by themselves, they may be taken out? Yes, and then you would have to leave the car suspended in some way.
567. Mr. Bell proposes to lift the cars by hydraulic pressure? Any weight can be lifted by hydraulic pressure.
568. It is cheap and effective? It is cheap and effective, but whether it would be applicable to this purpose is doubtful.
- [A plan of the engines proposed by Mr. Bell was here placed on the table, and after some conversation with reference thereto, the examination was resumed.]
569. You have no doubt that engines might be made which would run safely detached from these bodies, and so that they might be attached and detached at pleasure? No doubt.
570. Do you not think an experiment might very cheaply be tried, as to what gradient could be safely descended or ascended by iron wheels in contact with iron rails? Even after the experiments, it must be well known that if any accident happened on an incline of 1 in 10, or 1 in 20—if the breaks gave way, for instance—nothing could save the train; there would be nothing but destruction for the passengers. With such fearful risk I do not think it would be advisable, for the sake of saving a few pounds, to make such gradients, which after all cannot be worked to advantage, when for an advance on the first cost small compared with the result, we can have much better gradients. 1 in 30 is comparatively safe, but 1 in 10 or 1 in 20 is extremely dangerous.
571. Would it not be cheaply tested by allowing one of your tenders, with breaks attached, to descend an incline of 1 in 10, if Mr. Bell himself (if nobody else would risk it) were willing to work it? It might be cheaply tested; but a tender would not be the only weight in a train. If a goods train of 80 or 100 tons were on such an incline, and the breaks were to give way, nothing could save the train.
572. Might it not be possible to attach a very small apparatus to the train, which, in the event of the breaks giving way—though that is a very rare occurrence—might be thrown down so as to stop the engine? I think it would have a very strong tendency to throw the engine off the line, and whether it would stop the train without damage would be extremely doubtful. There is really no occasion for making these difficulties, by proposing gradients of 1 in 10; the saving would be very small and not commensurate with the disadvantages.
573. Would not the saving be enormous—would it not save the entire expense of earth-works and cuttings? No, I do not think so. There must be some earth-works where the line is exposed to floods, for instance.
574. Would it not be better to raise it above floods, to use timber-work, or open-work of some kind? Yes, but this would be more expensive than earth-works.
575. And consequently it would tend in a great measure to dispense with earth-works? No doubt, but the cost would be greater.

576. Supposing we should go to extremes and use very small wheels, do you not think we could ascend any gradient where iron and iron would work together? It is possible to ascend 1 in 3; but I can only say again that the work done on these steep gradients would be so small that it would be practically useless, and so extremely dangerous that I cannot conceive any person proposing to come down an incline of 1 in 10 for two miles, which would have to be done on some of the roads.
577. Without resorting to extreme gradients of 1 in 10, could we not, without much cutting, obtain a practicable and easy gradient of 1 in 12? Not a practicable gradient certainly.
578. What is the gradient on the Pitt-street Tramway at Goulburn-street? 1 in 20.
579. There is perfect command over that? With the 'bus there is.
580. The 'bus with its passengers weighs about five tons? Yes, I think so.
581. And that is perfectly safe, with a very light break? It appears to be an effective one.
582. Still the apparatus which works it is very slight? Yes.
583. If that break were to give way, what would be the result? Nothing very great. The horses would to a great extent hold the 'bus back, and if not, they could be easily pulled up at the Haymarket—a perfectly straight line of no length.
584. *By Mr. Dalgleish*: Would the wagon attain its highest velocity in that short distance, or would the velocity increase in proportion to the length of the road? It would increase of course.
585. *By the Chairman (at the request of Mr. Bell)*: There would be no danger in two or three hundred yards? No.
586. You assume, that because Mr. Bell has applied for a new patent that he has cast aside the old one altogether? I assume so from the papers.
587. Before he brought the new proposal forward, had not you yourself passed a very strong condemnation of the first plan? I did not recommend it.
588. You in fact condemned it? Yes.
589. Do you think that with a new invention in his head, it would have been wise or judicious in Mr. Bell to have persisted with the other to try to get it introduced, against the Railway Department, after such a report? I cannot give an opinion as to that.
590. Do you not think the wooden wheel would have been a very great experiment? It would have been an experiment no doubt.
591. The system Mr. Bell now proposes to introduce contains no new principle at all—the iron wheels and iron rails? No.
592. It is a mechanical improvement? That is what Mr. Bell says it is.
593. There is no great experiment to try, excepting the use of very small wheels in ascending and descending steep gradients? I believe that is all.
594. In your answer to question 296, you complain that Mr. Bell "should always make a practice of mis-stating everything connected with the Railway Department"? Yes, I stated that, and I think on very good grounds; and if I had known I was going to have the question asked, I should have brought forward his evidence on the railway accident. I think you will find on reference to that, that I contradict almost everything Mr. Bell says, with reference to the carriages and engines. And in the statement Mr. Bell wrote for the House, he stated in one paragraph that our engines weighed from 35 to 45 tons, and that *some of the heaviest*, which words he placed in italics, were imported so late as the month of June last. Now that I state is untrue; and if Mr. Bell had taken any trouble in the matter, he might have ascertained the facts. I would have given him the weights if he had asked for them. And I will engage to say that in every letter he has written connected with the Railway Department, I can find mis-statements.
595. These are the only two occasions? These are the only two occasions he has been before the House on such matters. At all events, he has done it every time that he had the opportunity.
596. In your evidence, at question 298, you state that the engines weigh 19 tons 7 cwt., without water and fuel. Now what will be the weight of water and fuel? Water and fuel will not make up 45 tons.
597. Then there is the tender to come? That has nothing to do with the engine.
598. Is not the tank part of the engine? Not unless it is a tank engine.
599. Then if Mr. Bell added the weight of the tank he was not far from right? He was perhaps 15 tons wrong, with regard to some of the engines. Possibly there would be two tons of fuel and three or four tons of water.
600. The fuel would be in the tender? I thought you were speaking of tank engines. I do not take any notice of the tender in speaking of the weight of the engine.
601. If Mr. Bell stated that engines and tenders together weighed 45 tons, he would have been correct? He did not state so. He said the engines we were now using weighed 45 tons.
602. If you read the second paragraph, you will see that Mr. Bell says distinctly that the engines and tenders vary in weight from 35 to 45 tons:—"They are six-wheeled engines with tenders; the engines have six wheels, the tenders four wheels, so the weight of 45 tons is distributed over 10 wheels." There can be no mistake about that? A little further on you will find something besides that; he speaks of a "45-ton passenger engine."
603. But having given a description of engines and tenders, together weighing 45 tons, it is to be assumed, of course, that he subsequently alludes to the engines of the same description in the paragraph you speak of? Well, it seems to me to be calculated to convey a false impression; but if Mr. Bell says that was not his intention, of course I will not contradict him. With the exception of the paragraph you have quoted, Mr. Bell speaks all through of engines weighing 45 tons. Perhaps you will read a little further on:—"As the engines are not coupled engines two only out of the 10 wheels which carry the 45 tons are propelling wheels; these two wheels bear nine tons of the whole weight; the remaining 36 tons, which

J. Whitton,
Esq., C.E.
15 Jan., 1862.

- J. Whitton, Esq., C.E.
15 Jan., 1862.
- "rest on the other eight wheels, are thrown away and entirely useless for traction, as they in no way give adhesiveness to the propelling wheels upon the rails. If the engines on these lines were coupled engines the case would be different." And then again, in the next sentence, he goes on,—“In addition to a 45-ton passenger engine, &c.”
604. *By Mr. Sutherland*: What is the weight of the heaviest engine on the line? 28 tons.
605. Without the tender? Yes; the tenders are changed about.
606. What is the weight of the tender to the heaviest engine? I should think about 11 tons, or it might be 13 tons with the water in it, fully that. What I complain of in Mr. Bell's statement is not so much his saying that the engines weigh 45 tons, as that *the heaviest were imported so late as June last*. That certainly is not the case.
607. What would be the weight of the fuel? Possibly two or three tons.
608. And the water? The water in the boiler, perhaps three or four tons. I do not deny that engine and tender together may weigh 45 tons.
609. *By the Chairman (at the request of Mr. Bell)*: Do you not think 45 tons is a little short of the heaviest? Possibly it may be; the allusion to the engines is I think calculated to convey a false impression; but what I complain of most is, the statement that the heaviest were imported so late as June last.
610. What was the weight of the largest engine landed on Russell's Wharf lately, as now in working order, engine and tender? About 28 or 29 tons; the engine itself when landed at Russell's Wharf was only 11 tons; I think 11 tons was the greatest weight they had to lift.
611. Was that the smallest one? No, the largest one.
612. I am asking what is the weight of the engine, tender and tank and fuel complete, as Mr. Bell alludes to here, when he says 35 to 45 tons? I dare say the engine altogether might be 29 or 30 tons, including fuel and water.
613. When prepared for work, it does not exceed 30 tons? I will not say positively; but I know the engine is a little over 19 tons, and the tender is about 6 tons, as imported from the maker. When Mr. Bell says—incorrectly, as I have shewn—that “some of the *heaviest* engines were imported so late as the month of June last,” I do not see why the word *heaviest* should have been put in italics, except to convey the impression to the House that I had ordered these in June last, in consequence of the other engines not being sufficiently heavy to work the traffic.
614. Have you not ordered other engines, since these, of a lighter description? No, they are heavier.
615. With smaller wheels? Yes.
616. And all the wheels coupled? No.
617. Four out of six? Yes. In answering that question I may simply say the engines were ordered for a particular description of traffic. If required for a heavy coal traffic, of course they are made with wheels and cylinders proportioned to the work they have to do. I should not order small wheels for a passenger engine.
618. You order large wheels where you want speed, and small wheels where you want to transport heavy loads? Yes.
619. And you couple your wheels together when you want to gain power? Yes.
620. *By Mr. Dalgleish*: You only get adhesion? That is tractive power if you have got sufficient steam pressure.
621. *By the Chairman (at the request of Mr. Bell)*: The more wheels you can drive by, in carrying a load, so long as you have got sufficient steam power, the greater advantage you gain? No doubt of it. It would be just the same if you had an engine on four wheels, and coupled the four wheels.
622. If you have a six-wheel engine and coupled four wheels, the weight applied to the guiding wheels is lost to traction? It is lost to traction; but it is assumed that you do not require it. But it is a disadvantage to couple wheels unless required, as a six-wheeled coupled engine is more expensive to keep in repair.
623. *By Mr. Dalgleish*: Is not that the advantage of the bogie engine, that it is easier kept in repair? Yes.
624. That is an engine that has the whole weight concentrated on one pair of driving wheels? Yes.*
625. *By the Chairman (at the request of Mr. Bell)*: Has any limit been given to the weight? No, the proportions are given. In the first engines the weights were limited, but they are not limited in the last; the last engines will probably weigh 24 tons, including the bogie frames.
626. Are these bogied-framed engines? Two of them.
627. Then they are more than six wheels? No doubt they are, but not eight wheels coupled.
628. Four wheels coupled, and the bogie merely guides? Yes.
629. You say there would be a difficulty with Mr. Bell's wooden wheels in running round curves? Yes.
630. Why would it be greater than if they were iron wheels running on iron rails? Simply that if it be, as Mr. Bell says, that there would be more adhesion, it would be more difficult to turn.
631. If there is no more adhesion, it would be just as easy to go round curves with Mr. Bell's wheels? No, because of the width of the bearing he proposes, five inches.
632. You did not see Prosser's experiments? No.
633. But you were under the impression that he used a wooden wheel? I did not say whether he did or not.

634.

* Revised:—No, part of the weight is on the bogie wheels, and the remainder on the driving and trailing wheels.

634. An iron wheel was used. Are you aware of the damage done to Prosser's rails? I am aware that he tried these experiments, and that they were generally considered to be perfectly useless. J. Whitton, Esq., C.E.
635. Are you aware what wood Prosser used? No. 15 Jan., 1862.
636. Did you ever hear that he used beech? No.
637. Should you be surprised if you heard that Prosser's wooden rail was destroyed entirely by the angular guide wheel? No.
638. Does it not stand to reason that such wheels with peripheries of different diameters, and running at different speeds, must necessarily destroy a wooden rail? I should think so. I believe all wooden rails would soon be destroyed.
639. Supposing an iron plate were put on to prevent the action on the wooden rail? I think if the guiding wheel did not touch the wood it would have some difficulty in causing abrasion.
640. You state in your evidence that Mr. Bell's patent is exactly identical with that brought forward by Mr. Prosser, Mr. Shields, and Captain Mann? I did not say it was exactly identical.
641. Is not Mr. Bell's patent for a combination of wooden and metal rails? Yes, I believe it is.
642. Is not Prosser's patent simply for wooden rails? Yes. Mr. Bell's proposal is simply an adaptation of rails which have been in use—the wooden rail by Prosser, and the iron rail on every locomotive railway.
643. *By Mr. Dalgleish:* Have you not seen lines of tramway where wood and iron have been combined for rails? Yes.
644. How many years ago? Fourteen or fifteen years ago.
645. *By the Chairman (at the request of Mr. Bell):* In these cases did not the trucks always run on the iron? Yes.
646. Was any part of the wood used except as a bearer for the rails? No.
647. Do you not consider it is an invention to use these two substances for different purposes, as Mr. Bell proposes? It is an adaptation.
648. Do you know of any person ever running driving wheels on wood and guide wheels on iron at the same time? No.
649. Do you not think there is more resistance in running on wood than on iron? Yes.
650. And consequently, assuming that the adhesion from wood and wood is greater than that from iron and iron, you will admit that mechanically the principle of this must be good, inasmuch as you get the least resistance to the load drawn on the rail and the greatest adhesion for the driving wheels? Assuming that wooden rails and wooden wheels are of any use, no doubt.
651. If you had not thought it was a useful invention, would you have recommended it for protection? Yes, I would. If I had acted on my own judgment, I do not believe there has been one application that I have been connected with since I came to the Colony that I should have granted a patent for. I never go into the question whether these things are useful or not. It forms no part of the Act under which the Commissioners are authorized to report.
652. From what you have stated, I think you will admit that Mr. Bell's patent is not the same as Prosser's? The wooden rail is Prosser's.
653. Without the iron? Without the iron.
654. Mr. Bell's combination of the wooden and iron rails, and system of working upon them, is new? - Yes, I dare say it is.
655. Mr. Brunel's railway, with an iron rail on a wooden log, is in point of fact the same railway as Mr. Bell's? Yes, worked differently.
656. The rails proposed by Captain Mann were only wood? Only wood.
657. There was nothing to shew that he proposed to use the combination? He did use an iron guide rail.
658. Is there anything left in the Railway Office to shew that he proposed to use them as Mr. Bell proposes to use them? No.

1861.

—
Legislative Assembly.

NEW SOUTH WALES.

—
MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.
—

REPORT FROM THE SELECT COMMITTEE

ON THE

MAITLAND AND MORPETH RAILWAY
COMPANY'S BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
29 October, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

—
1861.

[Price, 1s. 5d.]

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1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY.

VOTES No. 19. THURSDAY, 3 OCTOBER, 1861.

- 7. Maitland and Morpeth Railway Company's Bill:—Mr. Wilson, on behalf of Mr. Windeyer, moved, pursuant to notice standing in the name of Mr. Windeyer,—
 - (1.) That the Bill to incorporate the Maitland and Morpeth Railway Company be referred to a Select Committee, for their consideration and report.
 - (2.) That such Committee consist of Mr. Wilson, Mr. Morris, Mr. Hoskins, Mr. Hannell, Mr. Arnold, Mr. Lucas, Mr. Buchanan, and the Mover.
 - (3.) That the Minutes of Evidence, taken before the same Committee last Session, be referred to this Committee.
 And Mr. Dalgleish requiring that the said Committee be appointed by ballot,—

Question,—

 - (1.) That the Bill to incorporate the Maitland and Morpeth Railway Company be referred to a Select Committee, for their consideration and report.
 - (2.) That the Minutes of Evidence, taken before the same Committee last Session, be referred to this Committee,—
 put and passed.

Whereupon the House proceeded to the Ballot, and the Speaker declared the following Members to be the Committee duly appointed:—Mr. Windeyer, Mr. Hoskins, Mr. Lucas, Mr. Hannell, Mr. Arnold, Mr. Piddington, Mr. Buchanan, and Mr. Dalgleish.

VOTES No. 21. WEDNESDAY, 9 OCTOBER, 1861.

- 14. Maitland and Morpeth Railway Company's Bill:—Mr. Windeyer moved, pursuant to notice,—
 - (1.) That the Members of the Select Committee on the Maitland and Morpeth Railway Company's Bill, appointed by ballot on Thursday, the 3rd instant, be discharged from attendance, and that a fresh Committee be appointed.
 - (2.) That such fresh Committee consist of Mr. Wilson, Mr. Morris, Mr. Lucas, Mr. Hannell, Mr. Hoskins, Mr. Hay, Mr. Arnold, Mr. Buchanan, Mr. Bell, and the Mover.
 Debate ensued.

* * * * *

- Question then,—
- (1.) That the Members of the Select Committee on the Maitland and Morpeth Railway Company's Bill, appointed by ballot on Thursday, the 3rd instant, be discharged from attendance, and that a fresh Committee be appointed,—
- put and passed.
- And Mr. Redman requiring that the said fresh Committee be appointed by Ballot,—
- The House proceeded to the Ballot, and the Speaker declared the following Members to be the fresh Committee duly appointed:—Mr. Windeyer, Mr. Arnold, Mr. Morris, Mr. Bell, Mr. Buchanan, Mr. Wilson, Mr. Hay, Mr. T. Garrett, Mr. Piddington, and Mr. Dalgleish.

VOTES No. 26. THURSDAY, 17 OCTOBER, 1861.

- 2. Maitland and Morpeth Railway Company's Bill:—Mr. Piddington presented a Petition from certain Inhabitants of Morpeth, Hinton, Maitland, and the Hunter River District, adverse to the passing of the said Bill, unless with certain qualifications as therein set forth.

Petition received, and referred to the Select Committee on the Bill.

VOTES No. 32. TUESDAY, 29 OCTOBER, 1861.

- 8. Maitland and Morpeth Railway Company's Bill:—Mr. Windeyer, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee, for whose consideration and report this Bill was referred on the 3rd instant.

Ordered to be printed.

* * * * *

1861.

MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and report was referred, upon the 3rd instant, "*the Bill to incorporate the Maitland and Morpeth Railway Company;*" and to whom were referred, on the same day, "*the Minutes of Evidence taken before the same Committee, last Session,*" and, on the 17th instant, "*a Petition from certain Inhabitants of Morpeth, Hinton, Maitland, and the Hunter River District,*"—beg leave to report to your Honorable House,—

That they have examined the witnesses named in the margin (whose evidence will be found appended hereto), have considered the evidence taken before a former Committee of your Honorable House and referred to your Committee, together with a Petition from certain Inhabitants of Morpeth and Hinton, and that the Preamble of the Bill having been proved to the satisfaction of your Committee, they proceeded with the several Clauses and the Schedule.

Mr. P. MacAuliffe.
Mr. J. Campbell.
Mr. A. Brown.
Mr. A. J. Whalley.
C.E.
Mr. J. Whitton, C.E.
Mr. J. Rae.

And your Committee now beg to lay the Bill before your Honorable House without Amendment.

WILLM. C. WINDEYER,

Chairman.

*Legislative Assembly Chamber,
Sydney, 24 October, 1861.*

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 10 OCTOBER, 1861.

The Committee convened this day by direction of the Mover (Mr. Windeyer) discharged from attendance by the House, last evening.

FRIDAY, 11 OCTOBER, 1861.

MEMBERS PRESENT:—

Mr. Buchanan,		Mr. Morris,
Mr. Dalgleish,		Mr. Piddington,
Mr. T. Garrett,		Mr. Wilson,
	Mr. Windeyer.	

W. C. Windeyer, Esq., called to the Chair.

Votes No. 21, 9th instant, entry 14, appointing fresh Committee, upon the Table.
Printed copies of the Maitland and Morpeth Railway Company's Bill, before the Committee.

Promoters of the Bill:—Benjamin Lee, junr., of West Maitland, merchant, and Samuel Smith Dickson, of Morpeth, merchant, respectively Chairman and Vice-Chairman of the Provisional Committee of the Company.

Solicitor for the Bill:—Mr. Thomas Iceton, as Sydney Agent of Mr. W. H. Mullen, of West Maitland.

Committee deliberated.

Parties called in.

Present:—Mr. Iceton, Solicitor.

The Chairman informed the Solicitor for the Bill, that the Committee were about to adjourn till Tuesday, at half-past Ten o'clock.

[Adjourned till Tuesday, 15th instant, at half-past Ten o'clock.]

TUESDAY, 15 OCTOBER, 1861.

MEMBERS PRESENT:—

W. C. Windeyer, Esq., in the Chair.

Mr. Buchanan,		Mr. Morris,
Mr. Dalgleish,		Mr. Piddington,
Mr. T. Garrett,		Mr. Wilson,

Present:—Mr. Iceton, Solicitor.

Solicitor for the Bill briefly stated the course he intended to pursue, in calling witnesses.

Mr. Patrick MacAuliffe, *Secretary to Company*, examined.

Original Deed referred to in the Preamble of the Bill, produced by witness, and printed copy handed in.

Other documents (2) handed in (*Vide List of Appendix.*)

The Chairman having occasion to leave the Chair, A. Morris, Esq., called thereto, *pro temp.*

Examination of witness continued.

Chair resumed by Mr. Windeyer.

Examination of witness concluded.

Committee deliberated.

Motion made (*Mr. T. Garrett*) and Question proposed,—That this Committee do now adjourn until to-morrow, at half-past Ten o'clock.

Amendment proposed (*Mr. Dalgleish*), to omit "to-morrow," and insert "Thursday next."

Question put,—That the word proposed to be omitted stand part of the Question.
Committee divided.

Ayes, 2.		Noes, 2.
The Chairman,		Mr. Dalgleish,
(Mr. Windeyer),		Mr. Piddington.
Mr. T. Garrett,		

The Chairman gave his casting vote with the Ayes.

Amendment negatived.

Original Question put.

Committee divided.

Ayes, 2.		Noes, 2.
The Chairman,		Mr. Dalgleish,
(Mr. Windeyer),		Mr. Piddington.
Mr. T. Garrett,		

The Chairman gave his casting vote with the Ayes.

Original Question agreed to.

[Adjourned till To-morrow, 16th instant, at half-past Ten o'clock.]

WEDNESDAY,

WEDNESDAY, 16 OCTOBER, 1861.

MEMBERS PRESENT :—

W. C. Windeyer, Esq., in the Chair.

Mr. Bell,	|	Mr. Dalgleish,
Mr. Buchanan,	|	Mr. T. Garrett,
	|	Mr. Piddington.

Present :—Mr. Iceton, Solicitor.

Mr. James Campbell examined.

The Chairman requesting to vacate the Chair temporarily,—

Room cleared.

Committee deliberated.

Motion made (*Mr. Buchanan*) and Question proposed,—That Mr. T. Garrett do take the Chair, *pro temp.*

Amendment proposed (*Mr. Dalgleish*) to omit the name "Mr. T. Garrett," and insert the name "Mr. Piddington."

Question put,—That the name first proposed stand part of the Question.

Committee divided,—Mr. Bell not voting.

Ayes, 3.	|	Noes, 2.
The Chairman,	|	Mr. Dalgleish,
(Mr. Windeyer),	|	Mr. Piddington.
Mr. Buchanan,	|	
Mr. T. Garrett,	|	

Amendment negatived.

Original Question put.

Committee divided,—Mr. Bell not voting.

Ayes, 3.	|	Noes, 2.
The Chairman,	|	Mr. Dalgleish,
(Mr. Windeyer),	|	Mr. Piddington.
Mr. Buchanan,	|	
Mr. T. Garrett,	|	

Original Question agreed to.

Whereupon the Chair taken by T. Garrett, Esq.

Solicitor and witness called in, and examination of latter continued.

Chair resumed by Mr. Windeyer.

Examination of witness continued.

Committee deliberated.

Motion made (*Mr. T. Garrett*) and Question proposed,—That this Committee do now adjourn until to-morrow, at half-past *Ten* o'clock.

Amendment proposed (*Mr. Dalgleish*), to omit "to-morrow," and insert "Friday next."

Question put,—That the word proposed to be omitted stand part of the Question.

Committee divided.

Ayes, 4.	|	Noes, 2.
The Chairman,	|	Mr. Dalgleish,
(Mr. Windeyer),	|	Mr. Piddington.
Mr. Bell,	|	
Mr. Buchanan,	|	
Mr. T. Garrett.	|	

Amendment negatived.

Original Question put.

Committee divided.

Ayes, 4.	|	Noes, 2.
The Chairman,	|	Mr. Dalgleish,
(Mr. Windeyer),	|	Mr. Piddington.
Mr. Bell,	|	
Mr. Buchanan,	|	
Mr. T. Garrett.	|	

Original Question agreed to.

[Adjourned till To-morrow, 17th instant, at half-past *Ten* o'clock.]

THURSDAY, 17 OCTOBER, 1861.

MEMBERS PRESENT :—

W. C. Windeyer, Esq., in the Chair.

Mr. Bell,	|	Mr. T. Garrett,
Mr. Buchanan,	|	Mr. Piddington,
Mr. Dalgleish,	|	Mr. Wilson.

Present :—Mr. Iceton, Solicitor.

Mr. James Campbell further examined.

Mr. Alexander Brown examined.

Exception taken to the relevancy of certain questions to witness, put by Mr. Dalgleish, a Member of the Committee.

Room cleared.

Committee

Committee deliberated,—and further objection stated (*Mr. Wilson*) to the general style of the examination conducted by the Honorable Member.

At the instance of *Mr. T. Garrett*, the following interrogatory put:—Are questions relative to wharfrage accommodation at Morpeth relevant to this inquiry?

Committee divided.

Ayes, 6.	No, 1.
The Chairman,	Mr. T. Garrett.
(<i>Mr. Windeyer</i>),	
Mr. Bell,	
Mr. Buchanan,	
Mr. Dalgleish,	
Mr. Piddington,	
Mr. Wilson.	

Resolved in the affirmative.

Deliberation continued.

Motion made (*Mr. Wilson*) and Question put,—That the course of examination adopted by *Mr. Dalgleish* is irregular and unparliamentary.

Committee divided,—*Mr. Dalgleish* declining to vote.

Ayes, 5.	No, 1.
The Chairman,	Mr. Piddington.
(<i>Mr. Windeyer</i>),	
Mr. Bell,	
Mr. Buchanan,	
Mr. T. Garrett,	
Mr. Wilson.	

Question agreed to.

Committee further deliberated.

On motion of *Mr. Wilson*, Solicitor and witness called in, and the latter further examined.

And Questions touching the plan of the proposed Railway being addressed to the witness,—

Solicitor for the Bill submitted that he did not produce this witness to offer evidence in regard to the plan; but that the surveyor who prepared it was in attendance for that purpose.

Question waived.

Examination concluded.

[Adjourned till To-morrow, 18th instant, at half-past *Ten* o'clock.]

FRIDAY, 18 OCTOBER, 1861.

MEMBERS PRESENT:—

Mr. Dalgleish,		Mr. Piddington.
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In the absence of a Quorum of the Committee, at *Eleven* o'clock, the meeting lapsed.

TUESDAY, 22 OCTOBER, 1861.

MEMBERS PRESENT:—

W. C. Windeyer, Esq., in the Chair.		
Mr. Buchanan,	|	Mr. Morris,
Mr. T. Garrett,	|	Mr. Piddington,
Mr. Wilson.		

Petition from certain Inhabitants of Morpeth, Hinton, Maitland, and the Hunter River District, referred by the House,—read and considered.

Solicitor for the Bill called in.

Mr. Arthur John Whalley, C.E., Engineer to Company, examined.

Witness laid before Committee a plan and section of the intended line of Railway, with schedule of references attached.

Room cleared.

Committee deliberated.

Motion made (*Mr. Piddington*), and Question proposed,—That *Mr. Whitton*, *Mr. Rae*, and *Mr. E. O. Moriarty*, Officers of the Department for Public Works, be now examined before the Committee.

Deliberation continued.

On motion of *Mr. T. Garrett*, Previous Question put,—That this Question be now put.

Committee divided,—the Chairman not exercising his vote.

Aye, 1.	Noes, 4.
Mr. Piddington.	Mr. Buchanan,
	Mr. T. Garrett,
	Mr. Morris,
	Mr. Wilson.

Previous Question negatived, and Original Motion superseded.
Preamble read and considered.

Motion

Motion made (*Mr. Piddington*), That the Preamble be amended, in line 1, by omitting the word "public."

Question put,—That the word proposed to be omitted stand part of the Preamble.
Committee divided,—the Chairman not exercising his vote.

Ayes, 4.	No, 1.
Mr. Buchanan,	Mr. Piddington.
Mr. T. Garrett,	
Mr. Morris,	
Mr. Wilson.	

Amendment negatived.

Motion made (*Mr. Piddington*), That the Preamble be amended, in line 1, after "advantage," by inserting "to the shareholders of the proposed line."

Question put,—That the words proposed to be inserted be so inserted.
Committee divided,—the Chairman not exercising his vote.

Aye, 1.	Noes, 4.
Mr. Piddington.	Mr. Buchanan,
	Mr. T. Garrett,
	Mr. Morris,
	Mr. Wilson.

Motion made (*Mr. T. Garrett*), and *Question put*,—That this Preamble stand part of the Bill.

Committee divided,—the Chairman not exercising his vote.

Ayes, 4.	No, 1.
Mr. Buchanan,	Mr. Piddington.
Mr. T. Garrett,	
Mr. Morris,	
Mr. Wilson.	

Preamble agreed to.

Solicitor for the Bill called in and informed.

Committee proceeded with the Bill.

Clauses 1 and 2 severally read and agreed to.

Clause 3 read.

Question put,—That the Clause, as read, stand part of the Bill.

Committee divided,—the Chairman not exercising his vote.

Ayes, 4.	No, 1.
Mr. Buchanan,	Mr. Piddington.
Mr. T. Garrett,	
Mr. Morris,	
Mr. Wilson.	

Clause 3 agreed to.

Clauses 4 to 13 severally read and agreed to.

Clause 14 read.

Question put,—That the Clause, as read, stand part of the Bill.

Committee divided.

Ayes, 5.	No, 1.
The Chairman,	Mr. Piddington.
(Mr. Windeyer),	
Mr. Buchanan,	
Mr. T. Garrett,	
Mr. Morris,	
Mr. Wilson.	

Clause 14 agreed to.

Clauses 15 to 40 severally read and agreed to.

Clause 41 read.

Room cleared.

Committee deliberated.

Motion made (*Mr. Piddington*), and *Question put*,—That the Committee take the evidence of Mr. Whitton, Engineer-in-Chief, and Mr. Rae, Commissioner for Railways, in reference to this Clause.

Committee divided,—the Chairman declining to vote.

Ayes, 3.	Noes, 2.
Mr. T. Garrett,	Mr. Buchanan,
Mr. Morris,	Mr. Wilson.
Mr. Piddington.	

Question agreed to.

Solicitor for the Bill called in and informed.

Clause 41 postponed.

Clauses 42 to 51 severally read and agreed to.

Schedule A read and agreed to.

Committee deliberated.

Motion made (*Mr. Piddington*), and Question proposed,—That the Clerk be instructed to summon the attendance of Mr. Whitton and Mr. Rae, for the purpose of being examined at the next sitting.

Amendment proposed (*Mr. Wilson*),—To omit all the words after “instructed,” and insert “to follow the ordinary practice in regard to witnesses on Private Bills.”

Question put,—That the words proposed to be omitted stand part of the Question.
Committee divided,—The Chairman not exercising his vote.

Aye, 1.	Noes, 3.
Mr. Piddington.	Mr. T. Garrett, Mr. Morris, Mr. Wilson.

Words omitted.

Question put,—That the words proposed to be inserted be so inserted.
Committee divided,—The Chairman not exercising his vote.

Ayes, 3.	No, 1.
Mr. T. Garrett, Mr. Morris, Mr. Wilson.	Mr. Piddington.

Words inserted.

Main Question, as amended, put.

Committee divided,—The Chairman not exercising his vote.

Ayes, 3.	No, 1.
Mr. T. Garrett, Mr. Morris, Mr. Wilson.	Mr. Piddington.

[Adjourned till Thursday, 24th instant, at half-past Ten o'clock.]

THURSDAY, 24 OCTOBER, 1861.

MEMBERS PRESENT :—

W. C. Windeyer, Esq., in the Chair.

Mr. Arnold, Mr. Bell, Mr. Buchanan, Mr. Dalglish,	Mr. T. Garrett, Mr. Morris, Mr. Piddington, Mr. Wilson.
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Present :—Mr. Iceton, Solicitor.

Mr. John Whitton, *C.E.*, *Engineer-in-Chief, Railway Department*, examined in reference to Clause 41, postponed at the last meeting.

The witness being prepared to offer certain remarks upon the Bill generally, and Question arising as to the limits within which further evidence was still admissible,—
Room cleared.

Committee deliberated.

Motion made (*Mr. Piddington*), and Question proposed,—That Mr. Whitton be permitted to offer the suggestions which he wishes to make in reference to this Bill.

Amendment proposed (*Mr. Buchanan*), to omit all the words after “That,” and insert “the suggestions of Mr. Whitton in regard to the Bill be confined to matters of engineering experience.”

Question put,—That the words proposed to be omitted stand part of the Question.
Committee deliberated,—Mr. Arnold not voting.

Ayes, 2.	Noes, 4.
Mr. Morris, Mr. Piddington.	The Chairman, (Mr. Windeyer), Mr. Bell, Mr. Buchanan, Mr. T. Garrett.

Words omitted.

Question put,—That the words proposed to be inserted be so inserted.
Committee divided,—Mr. Arnold not voting.

Ayes, 4.	Noes, 2.
The Chairman, (Mr. Windeyer), Mr. Bell, Mr. Buchanan, Mr. T. Garrett.	Mr. Morris, Mr. Piddington.

Main

Main Question, as amended, put.

Committee divided,—Mr. Arnold not voting.

Ayes, 4.		Noes, 2.
The Chairman, (Mr. Windeyer),		Mr. Morris,
Mr. Bell,		Mr. Piddington.
Mr. Buchanan,		
Mr. T. Garrett.		

Question agreed to.

Solicitor for the Bill and witness called in.

Witness informed of the Resolution, and further examined.

Objection being taken to a Question to witness, put by Mr. Dalgleish, a Member of the Committee,—

Room cleared.

Committee deliberated.

Motion made (*Mr. T. Garrett*), and Question put,—That the Question put to Mr. Whitton by Mr. Dalgleish, as to whether it is the custom of Select Committees on Railway Bills in examination of witnesses to restrict them to evidence on one clause, is highly irregular.

Committee divided,—neither the Chairman nor Mr. Arnold voting.

Ayes, 5.		Noes, 2.
Mr. Bell,		Mr. Dalgleish,
Mr. Buchanan,		Mr. Piddington.
Mr. T. Garrett,		
Mr. Morris,		
Mr. Wilson.		

Question agreed to.

Solicitor for the Bill and witness called in.

Examination of witness concluded.

Mr. John Rae, Under Secretary for Public Works, and Commissioner for Railways, examined, in reference to Clause 41, postponed at the last meeting.

Postponed Clause 41 then read.

Question put,—That the Clause, as read, stand part of the Bill.

Committee divided.

Ayes, 4.		Noes, 4.
The Chairman, (Mr. Windeyer),		Mr. Dalgleish,
Mr. Arnold,		Mr. T. Garrett,
Mr. Bell,		Mr. Morris,
Mr. Buchanan.		Mr. Piddington.

The Chairman gave his casting vote with the Ayes.

Clause 41 agreed to.

Committee deliberated.

Motion made (*Mr. Piddington*), and Question put,—That the Petition from certain Inhabitants of Morpeth, Hinton, Maitland, and the Hunter River District, be attached to the Report and Evidence when brought up, in view to being printed therewith.

Committee divided.

Ayes, 2.		Noes, 7.
Mr. Dalgleish,		The Chairman, (Mr. Windeyer),
Mr. Piddington.		Mr. Arnold,
		Mr. Bell,
		Mr. Buchanan,
		Mr. T. Garrett,
		Mr. Morris,
		Mr. Wilson.

Question negatived.

Draft Report submitted by the Chairman—read.

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

Committee divided.

Ayes, 7.		Noes, 2.
The Chairman, (Mr. Windeyer),		Mr. Dalgleish,
Mr. Arnold,		Mr. Piddington.
Mr. Bell,		
Mr. Buchanan,		
Mr. T. Garrett,		
Mr. Morris,		
Mr. Wilson.		

Report agreed to.

To report accordingly.

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1861.

Legislative Assembly.

NEW SOUTH WALES:

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.

TUESDAY, 15 OCTOBER, 1861.

Present:—

MR. BUCHANAN,
MR. DALGLEISH,
MR. T. GARRETT,

MR. WINDEYER.

MR. MORRIS,
MR. PIDDINGTON,
MR. WILSON,

WILLIAM CHARLES WINDEYER, Esq., IN THE CHAIR.

Thomas Iceton, Esq., appeared as Solicitor for the Bill.

Mr. Patrick Macauliffe called in and examined:—

1. *By Mr. Iceton:* You are Secretary to a Company called the Maitland and Morpeth Railway Company? Yes.
2. Do you produce the deed of settlement of that Company? I do. (*Deed produced, and printed copies laid on the Table.*)
3. The deed you now produce is the original deed? It is.
4. Turn to the signatures if you please. You appear to be the attesting witness to a great many of the signatures? Yes.
5. Did you see those parties execute the deed? I did.
6. That is the deed under which the Company is established? Yes.
7. How many shares have been taken by the members of the Company? 2,604 are signed for in the deed of settlement, but more are taken and will no doubt be signed for.
8. 2,604 shares are held by persons who have executed the deed? Yes.
9. Have any shares been taken by persons who have not executed the deed? Yes.
10. About how many? About 600 I think.
11. What deposit has been paid on their shares by persons who have executed the deed? £2,604 in the whole, being £1 per share, but more has been paid up by parties who have not yet signed.
12. Parties who have not yet signed have also paid the deposit? Yes; they are parties living at a distance, who cannot conveniently come down at present to execute the deed.
13. *By the Chairman:* What is the proposed capital of the Company? £25,000.
14. *By Mr. Iceton:* In what shares? 5,000 shares of £5 each.
15. You have received in cash about £2,400, in round numbers? More than that; £2,604 from parties who have subscribed the deed, besides money paid by others who have not yet signed it. The total amount paid is about £3,000.
16. As to the rest of the capital have you received any promissory notes or anything of that sort? Yes.
17. What have you received, and to what amount? To the amount of £13,700, in promissory notes and cash.
18. Including the first call? Including the first call of £1 cash per share.

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19. The Company are the promoters of this Bill? They are the promoters of this Bill.
20. *By Mr. Piddington*: You say 2,604 shareholders have executed the deed of settlement? The number of shareholders executing the deed of settlement is about 72 or 75; the amount of shares on which the deposit has been paid, represented by those who have signed, is 2,604; the total amount paid up, about £3,000.
21. Is that sum paid in cash? In cash.
22. Deposited to the credit of the Company in any bank? In the Commercial Bank at Morpeth.
23. What proportion does the paid-up capital of the Company bear to the whole capital of the Company? Paid-up capital, including promissory notes?
24. Not including promissory notes—cash, of course; I do not recognize promissory notes as capital; I never heard of such a thing as part of paid-up capital before? I may be allowed to remark then, that part of the Hunter River New Steam Navigation Company's capital has been paid up in precisely the same manner. But to answer your question,—the amount actually paid in cash is one-eighth of the whole.
25. *By the Chairman*: Including promissory notes, what portion of the proposed capital is paid up? £13,721.
26. More than half? Yes.
27. *By Mr. Piddington*: Do you consider capital, represented by promissory notes, to be paid-up capital? You ask me the question as a matter of opinion, and I would say, in this case, decidedly yes.
28. *By the Chairman*: Are the persons who have given these promissory notes persons of known standing and means? I would say they are of first-rate standing, and reference to the deed of settlement will shew whom they are.
29. Have you a list of the persons who have paid up or given promissory notes? I have. I can put it in. (*The witness handed in the same, vide Appendix A.*)
30. *By Mr. Piddington*: What are the objects of this Company? To construct and work a line of railway between Morpeth and the Great Northern Railway at East Maitland.
31. Are you a shareholder? No.
32. Will the Company require to possess land on the line that they are not now possessed of? For the construction of the railway—yes.
33. Is the Company in possession of any land they require? They are so far in possession that deeds of conveyance in their favour have been made out and executed.
34. For the whole line? Not for the whole, but for a very large portion.
35. Then there is a considerable portion of the land the Company will require which they do not now possess? Yes.
36. Are you aware of what portion of the land they will require, the Company are now in possession of, and of which deeds are made in their favour? Of the particular cases?
37. Of the extent, say? Well, I think, without fear of exaggeration, I might say three-fourths or four-fifths; I know it is a very large proportion of the whole.
38. But unless the Company become possessed of the remaining portion, of course the line cannot be constructed? No; unless they have power to take the remaining portion, of course it will not be constructed.
39. And with respect to one-fourth, you are clear the Company are not possessed of it? A fourth or a fifth; I wish to keep within limits when I say three-fourths or four-fifths are actually conveyed by deed already.
40. Do you expect the Morpeth District to be benefited by the construction of this line? Yes.
41. What do you understand by the Morpeth District? As I understand it, I would not limit the benefit to the immediate district about Morpeth; I would take that which is commonly known as the whole Hunter District.
42. Do you mean from Newcastle on the sea-shore, to Seone or Muswellbrook in the interior? I think I might almost define it so, as matter of opinion.
43. Then you think the two or three miles of railway which the Company propose to construct from Morpeth to Maitland will benefit the whole Hunter River District, from the sea-shore to Seone and Muswellbrook? I do, inasmuch as I believe it will form the connecting link between the water and the rail.
44. Do you know the Paterson township? Yes.
45. Do you know Tocal, on the Paterson River? I have never been in Tocal, but I have been in the neighbourhood.
46. Supposing I were a farmer on the Paterson, do you think it would be more to my advantage to send my produce to Morpeth to be sent by this railway to the interior, or to West Maitland on the Government line of railway? I am not aware that I know precisely the particular locality you mean; but I can say generally that I believe it would largely benefit the district of Paterson to send produce to Morpeth in order to have it transferred by rail to West Maitland and the interior.
47. I thought you said you knew the town of Paterson? Yes; I have been along the Paterson more or less, but not much beyond it; I have been as far as Mr. Mitchell's, at Dunmore, and beyond in that way.
48. That is much nearer to Morpeth than I allude to? I dare say it is.
49. Then do you mean to say you do not know the position of the town of Paterson? I know the position, but I have never been in it.
50. I want to know whether, from your knowledge of the locality, you think it would not be more advantageous to a settler at Paterson to send his produce, if he deemed it necessary, to Maitland, than it would be to send it to Morpeth? Well; I believe it would be more to his advantage to send it to Morpeth, and perhaps you will allow me to explain the reason.
- There

There is water communication between the two, which would, I presume, scarcely be available by the winding and circuitous way he would have to go to get to West Maitland; I mean that he can get direct to Morpeth, and then, without going further, can transfer his goods to West Maitland or where he pleases.

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51. Is there not a more difficult water barrier at Morpeth than at West Maitland? I think not.

52. Cannot a settler cross at the Falls—do you know the Falls? I have been there, but never took particular notice of them. The Hunter, it should be explained, is a very long river, and very circuitous throughout.

53. My question does not refer to the passage or transit of goods to Morpeth or West Maitland by water, but merely to the comparative convenience to a settler located at Paterson transmitting his produce to the Great Northern line of railway at West Maitland, or transmitting it to Morpeth, to be sent by the proposed line of railway from that place, taking the existing road in both instances? I believe, as a matter of opinion, that it would be much more convenient to send by way of Morpeth.

54. And have to cross the river there? He would necessarily have to cross the river.

55. Would he not have to cross the river at Morpeth? Yes.

56. And to pay toll there? Yes; unless he brought it by boat.

57. I am not speaking of that. I wish to know whether he would not have to pay ferry dues? He would have to pay ferry dues if he came by land.

58. Are there any ferry dues to cross at the Falls? I suppose not; I have been at the Falls, but I cannot recollect whether there is a punt there or not.

59. And yet you have given your positive opinion that this line, if constructed, will benefit the whole of that country from the seaboard upwards? Yes, and I beg leave to repeat it; but if you ask me with reference to exceptional cases, I have no doubt different opinions might be formed by different persons.

60. You are not aware whether there is a punt at the Falls or not? No; I know there are punts at Pitnacree, Duumore, Morpeth, and Hinton.

61. The punt at Duumore is not on the Hunter? It is on the Paterson.

62. I am not speaking of the Paterson. If there were not a punt at the Falls, and no ferry dues to be paid, do you still persist in your opinion, that it would be more beneficial for a settler to pay puntage at Morpeth, in order to ship his produce on the Morpeth railway, rather than to pay no puntage, and send it by the Government railway? Yes, I think it would; the roads are so wretchedly bad, and the communication so difficult, that the facilities offered by the railway would be infinitely superior to anything offered there at present.

63. Does what you say, with respect to the difficulties of communication, only apply to the difficulty between Tocal and West Maitland, and not to any similar difficulty between Tocal and Morpeth? Water communication is contemplated between Morpeth and the district of Paterson.

64. You are again diverging from my question, perhaps from not understanding it; I am not at all referring to water communication but to land communication; I wish to know whether, in your opinion, it would be equally advantageous to a settler at Tocal to send his goods to West Maitland, and not to pay puntage, as to send them to Morpeth and pay puntage? The difference of puntage might possibly influence a settler in wishing to send the other way; but it is mere matter of opinion; the puntage is a very small figure.

65. Do you know the amount of puntage for a dray and six bullocks? No; I never crossed with a dray and six bullocks, but I have with a gig and horse.

66. What is the puntage for a gig and horse? Sixpence, I think.

67. Are you clear that it would be a shorter line for the settler to send his goods to Morpeth than to send them to West Maitland? I really do think, generally speaking, it would.

68. Do you know positively, of your own knowledge, that it would be shorter? If I understand your question correctly, as applying to the whole district, I should say yes.

69. To a limited extent, taking the town of Paterson as a pivot, I ask whether it is a shorter distance from the town of Paterson to West Maitland, across the Falls, than from the town of Paterson to Morpeth, across the river, by the punt? I am not prepared to say; it may be.

70. If you go beyond the town of Paterson, across the river between the Williams and the Paterson, would not that be an additional difficulty in transmitting goods by land to Morpeth? Yes, if you confine it to land, certainly.

71. If you go to the eastward of the Williams River, would not the difficulty be again increased? Yes, if the carriage of the goods be confined to the land; but these are exceptional cases.

72. Then, I presume, the great mass of the produce grown on the Paterson and Williams is sent by water? Yes.

73. Now I wish to know what proportion of the produce grown on the Paterson and the Williams is sent to Sydney by water, and what proportion to Morpeth by water? A very large proportion. One of the Company's steamers is employed as a drogher, besides other small boats; in fact it is principally collected by water.

74. Do you think that one-third of the produce grown on the Paterson and the Williams is sent to Morpeth by water? I have no hesitation in saying that more than three-fourths are taken to Morpeth for shipment.

75. Then I understand you to be of opinion that one-fourth only of the produce, wheat and maize, grown on the Paterson and Williams, is sent direct to Sydney from those localities? Perhaps less than a fourth.

76. Either by sailing craft or any other? Yes. Of course it is merely a comparative figure at best.

77. Are you not aware that there are a considerable number of small craft engaged in the direct

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direct trade between the Paterson and Williams and Sydney? There are a few, not a very considerable number.

78. Whatever the number may be you are decidedly of opinion that by means of direct water communication only one-fourth reaches Sydney? Yes, the principal portion of it comes by way of Morpeth.

79. Three-fourths you think? Yes; in fact I should think more than that.

80. Is there much produce grown in the immediate neighbourhood of Morpeth, on the south bank of the Hunter, that is, the Morpeth bank? A very considerable quantity about Miller's Forest.

81. I am not speaking of Miller's Forest; I say the immediate neighbourhood of Morpeth, on the south bank? I know it principally comes by water, but not so much on that side, if you except Miller's Forest.

82. I merely ask if there is much produce grown in the immediate neighbourhood of Morpeth, on the south bank of the River Hunter? No, not in the immediate neighbourhood of Morpeth.

83. Is there anything like an equal amount of produce grown on the south side of the Hunter as there is on the north side? No, I think not, if you confine it particularly to the locality of Morpeth.

84. You are of opinion that much of the produce grown on the north bank of the River Hunter will be shipped at Morpeth? Yes, a very large proportion of it.

85. How far from the north bank of the river would settlers be likely to take advantage of this proposed railway—how far would the influence of the proposed railway extend amongst the settlers? For many miles, I would say, in every direction around it.

86. Is the neighbourhood of Morpeth particularly famed for its fertility? Opposite Morpeth it is, about Phoenix Park.

87. On the Morpeth side of the river? No.

88. Is there not a great deal of inferior and sterile land? Yes; unproductive land—swamps, and so on.

89. Are you of opinion that this land in the immediate neighbourhood of Morpeth, on the south bank of the river, is likely to send much produce to the interior? No, inasmuch as there could not be any considerable quantity of produce grown there, I would think not; but that is again an exceptional case altogether as applying to Morpeth.

90. Are you of opinion that the land in the immediate neighbourhood of the town of Morpeth supplies Maitland with potatoes and so on? Yes, there is a portion of it that does; but I would answer that the difficulty of communication is so great that it almost precludes the supply that would otherwise reach Maitland from the neighbourhood of Morpeth, but some still does reach it.

91. What difficulty of communication do you refer to? The road for one thing.

92. Do you call a road a difficulty? I find it rather a considerable difficulty when I want to get to Maitland.

93. The road is bad? Not particularly bad, but it involves very considerable delay, and if I want to send a package or anything bulky it involves considerable expense.

94. The Morpeth road is not worse than any other road? No.

95. Are not such difficulties shared in throughout the country? They are, I am sorry to say.

96. Has not a considerable sum of money been expended on the road between Morpeth and Maitland? Yes.

97. Is it not a good road? Yes, a very fair road as compared with others.

98. What is the distance to East Maitland? About three miles.

99. Are you not of opinion that there is an infinitely larger proportion of good land surrounding West Maitland than there is around Morpeth, on the south bank of the river? I have already said there is not very much land which is productive in the immediate neighbourhood of Morpeth, for half a mile or so.

100. Are you aware what is the population of the large town of Morpeth by the last Census? I do not know without reference to the Census. The population of the whole electorate is about 3,000.

101. I am speaking of the village itself? It is within 1,000, I think.

102. That is a more modest estimate than was given last Session, when it was stated at 2,000? That alludes to the electorate, I fancy.

103. The town of Morpeth, including men, women, children, and babies, only numbers 1,175, by the last Census? I am glad to hear I was within the number.

104. Do you know the population of West Maitland? No, I do not officially know it.

105. It is about six times the population of Morpeth? Very likely, but that includes the whole electorate.

106. No, West Maitland only? Very possible.

107. What is the amount of business transacted in this town of Morpeth with up-country settlers? Would you take that as represented by the quantity of produce shipped there?

108. No, that has nothing to do with my question; I merely wish to know the amount of business transacted by storekeepers, in the town of Morpeth, with up-country settlers? I would say, without reference to West Maitland, with which it does not rank in importance, that it is very considerable.

109. Your opinion is merely conjecture? From knowledge of the place.

110. You have no statistics of the actual trade carried on by storekeepers at Morpeth with the up-country settlers? I have not, in regard to that point; but I am in a position to shew the general commerce of the port.

111. In order to arrive at a notion of the comparative business of the two places, I will ask what

what proportion you think the business transacted by Morpeth with up-country settlers bears to that transacted by West Maitland with the same class of customers? No doubt, a very small proportion.

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112. One twentieth? At present, I dare say not.

113. Is not Morpeth a mere stopping place for steamers, with but little local trade of any description? I really think not; I really think it is a place of very considerable trade; and it appears it supports a population of 1,175 persons, according to your statement.

114. I am speaking of the local trade in Morpeth? As matter of fair opinion I really think it is very considerable.

115. What are your notions of a very considerable trade? I judge by comparison with similar towns at Home with which I am acquainted, and even with Newcastle itself, which I know quite as well as I do Morpeth; I do say, comparing the one with the other, that the trade of the particular kind to which you refer is very nearly as great at Morpeth as at Newcastle.

116. I again ask whether Morpeth is not a mere stopping place for steamers, with but little local trade? It is a port; and perhaps I had better answer your question by saying that I do not consider it a mere stopping place, except in the same way as Newcastle or any other port of the kind may be considered so.

117. It is in that sense that I ask the question? It is a port.

118. Are you of opinion that the Morpeth line of railway will be a feeder to the Great Northern line? I am.

119. How do you prove that? I would refer, for one very important point, to the minerals which most people know to exist in the neighbourhood of Maitland and beyond Maitland a little way, the development of which will considerably increase the traffic of the Great Northern line. They are on the Great Northern line, but at present not available, owing to the expense of taking them to Newcastle.

120. My question was, how do you prove that the Morpeth line will be a feeder to the Great Northern line; and you allude to the minerals in the neighbourhood of Maitland—do those minerals exist upon the line already established by the Government between Maitland and the Northern Districts? Yes.

121. Then in what way will this contemplated railway particularly benefit the country, or in what way will it be a feeder to the Government line? By bringing these minerals within easier transit of a port of shipment, and thereby making them available as a commercial article, which they are not at present, having reference to the price.

122. What particular locality do you now allude to as being likely to be benefited by that line? Anvil Creek I would name as one place.

123. Any other place? Four-mile Creek and Black Creek. Minerals exist at all those places.

124. How far is Anvil Creek from West Maitland? Ten or twelve miles.

125. And Black Creek a little beyond that again? Yes.

126. Fifteen miles? Yes.

127. How far is Four-mile Creek from Maitland? About four miles, I think.

128. Is there not a Government line of railway from the neighbourhood of Four-mile Creek, (four miles to the south of Maitland), to Black Creek and Anvil Creek, from ten to fifteen miles to the north? Yes.

129. *By the Chairman:* Are not large quantities of coal at present carted from Four-mile Creek to Morpeth for shipment? Yes, at an enormous expense.

130. *By Mr. Dalrymple:* At what expense per ton? 5s. to 6s. 6d.

131. *By Mr. Piddington:* In what respect will this proposed line benefit the coal mines that are discovered, or that will be discovered at Black Creek and Anvil Creek? It will afford them a port for shipment within cheap and easy access, which Newcastle is not, and by that means (to answer your question a little more fully) it brings forward minerals that certainly never would be developed did not the Great Northern line become connected with the port of Morpeth.

132. But the assumed cheapness of this proposed railway will depend upon the freight charged by the Company who purpose to construct it? Of course it would.

133. How do you know they would charge a low price? I think it is their interest to do so. As commercial men they would stultify themselves if they did not charge a moderate price.

134. Are you not aware that many commercial partnerships do not always see their interest in cheapness? Not in these days. I think the ordinary rules which govern such matters are now so well understood, that there need be no fear on that score.

[*Mr. Morris here took the chair during the temporary absence of Mr. Windeyer.*]

135. Then you expect that the coals which are to be found at various places along the Government line of railway will be brought down the Government line to Maitland, and then transferred to the Morpeth line? Provided the Morpeth line be formed, I am quite certain they will.

136. Then the Morpeth Railway Company will be enabled to charge what they please per ton for coals brought down by the Government line to Maitland? They will be enabled to make such a charge as they may think reasonable, and the proprietors of the coal mines may be able to pay. I presume they will be governed by the same rules and principles as other people are in such matters.

137. Then, if your theory is correct, the Government line will be a feeder to the Maitland line? No, I do not think so; for the minerals which we have been speaking of will not be brought down the Government line at all unless the Morpeth line be constructed.

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138. But under the circumstances you have just described, you stated that the minerals will be brought down and shipped at Morpeth? Yes.
139. Then I say, as the minerals must come down ten or fifteen miles on the Government railway, in order to be shipped for two miles or thereabouts on the private line, surely the Government line is the feeder to the private line? Well, I think not; I view it from the other side of the question.
140. *By Mr. Wilson*: I presume your argument is, that if they run fifteen miles on the Government railway, and only three on the private railway, the Government will derive five times the benefit that the private Company will, and consequently that the private railway will be a feeder to the Government line? Yes, precisely.
141. *By Mr. Piddington*: You have admitted that there is a Government railway for fifteen miles to Black Creek, while the Morpeth line will only run two and a half or three miles? Yes.
142. Seeing that these coals come fifteen miles on the Government railway, and only three miles on the private line, will not the Government line rather be the feeder to the private line? In that view of the question, which I respectfully take leave to dissent from, it may be considered so, but perhaps if you look at it in an enlarged view—
143. I am not speaking of enlarged views, I only want you to answer my question; any other gentleman may have enlarged views; mine are narrow views. You admit that it would actually be a feeder to the private line? Not under the circumstances; I would say that which I do not believe if I replied that it would be.
144. In a case where goods come on a Government line fifteen miles to be shipped on a private line for three miles, you think the Government line will not feed the private line? I am now speaking of a special case.
145. You are speaking of my question. If you choose to frame your own questions and answer them in your own way I cannot prevent you, but I should prefer at present that you should answer mine? I would presume that your inquiry has fair reference to the Maitland and Morpeth Railway, and considering that these minerals are not yet developed, and will not be till this line is formed, I do not see how the one is a feeder to the other at all.
146. You are assuming that the Maitland and Morpeth line will be constructed? Yes.
147. And you know that, from Maitland to Black Creek, a Government line is now in course of construction? Yes.
148. Well, I want to know whether a wagon of coal carried along the Government line from Black Creek to West Maitland, which it must be in order to reach your line—whether that fact does not establish the Government line as a feeder of the private line? No; I cannot look at it in that light.
149. Do you not calculate on the receipts from traffic of this description as a means of paying the shareholders a dividend? Certainly, as one means.
150. And yet, under such circumstances, you do not consider the Great Northern line a feeder to your line? By no means.
151. On what grounds do you assert that the Maitland and Morpeth line will be a feeder to the Great Northern line? I believe it would bring these minerals into the market, and give them a commercial value, which they have not at present. It will bring them near a port of shipment; and I do believe that, in that view—which I fancy is a reasonable commercial one—that the Maitland and Morpeth Railway will be a valuable accessory to the Great Northern line, and should rather be considered a feeder than otherwise.
152. Is the Government line of railway already completed to Black Creek and Anvil Creek? No.
153. Then you cannot tell what might be done when the Government line is opened? I can partly, and it does not rest on my testimony, inasmuch as I think there will be evidence before this Committee to shew that already one or two pits are being opened on Anvil Creek, in anticipation of power being obtained to form this line.
154. You do not know whether those pits will be worked, inasmuch as you do not know what will be the cost of carriage upon the Government line or on the Morpeth line? They will not be worked if this Act be not obtained.
155. You cannot tell whether they will be worked if it is obtained? I am certain they will.
156. It is a matter of opinion, is it not? It is more than matter of opinion; I know that Mr. Farthing is now working a pit; he was a large proprietor at Four-mile Creek, and he sold his collieries there, and is going up the line in anticipation of the Company obtaining power to form this line. I have some authority for saying so, having been informed to that effect by Mr. Farthing himself.
157. What distance is Anvil Creek from Morpeth, taking the Government line of railway and the line proposed for the Maitland and Morpeth Railway as the guide to the answer? Fifteen miles, I think.
158. Do you think coal raised fifteen miles from the port of shipment will come into competition with coal raised at Newcastle, within a few yards of the port of shipment? I do; there also they have to construct lines of rails.
159. At Newcastle? Yes.
160. What distance are the Coal and Copper Company's and A. A. Company's pits from the port of Newcastle? Some two, and some three miles.
161. *By Mr. Dalgleish*: And the Wallsend Company? Ten miles fully.
162. *By Mr. Piddington*: Then you think coal carried along a line for fifteen miles will form the basis of a trade and come into competition with coal carried two or three miles? I do believe it will; having some knowledge also of the cannel coal which exists at Anvil Creek. No doubt you recollect that cannel coal obtained at Wigan, and in Scotland, is a very superior article; and I may be allowed to say, from some knowledge of the English trade in cannel coal, that the cannel coal at Anvil Creek will largely advance the trade of the Colony.

163. Who do you expect to be the principal consumers of cannel coal? According to one of the scientific tracts published by Weale, it is shewn that the Lismahago and Wigan cannel coal produces 50, 60, and 70 per cent. more gas than common coal, and as a parlour coal it is infinitely superior to anything raised in the Colonies at present.
164. It splinters very much? Yes, it does throw out a good deal.
165. *By Mr. Wilson:* Does it fly? Yes.
166. *By Mr. Piddington:* Does it not fly upon the hearth-rug and carpet? Yes, sometimes.
167. Is that a particular qualification for domestic use? It is preferred, with all its disadvantages. It is not my opinion only but the opinion of housekeepers, who give it the preference. In Lancashire it is very extensively used, as perhaps you are aware, and for gas it has always the preference. It is very extensively exported from Scotland.
168. Are you not of opinion that cannel coal scarcely comes into use at all as compared with the great mass of coal used in England? I think it commands a better price.
169. Is it not consumed to a very limited extent indeed? Not considering the sites of production; it is not found everywhere. I am not aware that there are any other mines where it is extensively produced, but at Wigan, and Lismahago in Scotland.
170. Does it not bear a very small proportion to the whole production of coal? To the whole no doubt it does.
171. I will put this case,—Suppose the Government line were finished to Singleton, and I wished to send goods from Sydney to Singleton, or any of the northern towns by rail; in such case, would not those goods be sent from Maitland to Singleton by rail, whether your line be constructed or not? Of course they would, if you tied them down to go by the Government railway.
172. In what way would the construction of your railway facilitate my object, if I wished to send my goods to Singleton, or Muswellbrook, or anywhere else? There would be this advantage, that the natural direction of the traffic is to Morpeth.
173. I do not think you ought to explain your views but to answer my question? Well, I conceive it would be to the interest of parties to send their goods to Morpeth, in preference to Newcastle.
174. I did not ask that question, I merely asked this,—Supposing I wished to send any goods from Sydney, north of Singleton, by the Government rail, would not those goods be transmitted by the Government rail to Singleton, or northwards, whether your line was constructed or not? Certainly, if you ordered them to be so sent.
175. Then how would your line be a great advantage to the Government line? If you limit it to a particular case—
176. To that case only? In this way it would be an advantage, that you would have to send your goods a shorter distance by the Government railway, if you sent them by Morpeth, than if you sent them by Newcastle.
177. I said, supposing I wished to send them from Maitland to Singleton, or northwards, by the Government rail, would I not be as well able to send them by the Government rail, from Maitland, if your railway were not constructed, as if it were? From Maitland, of course.
178. From Sydney,—Supposing I am resident in Sydney, and wished to send 100 tons of goods to Singleton, and north of Singleton, by the Government rail, would not my directions be as effectively carried out, assuming that your rail were not constructed, as if it were? Certainly, if you desired them to be sent by the Government railway they would necessarily have to go to Newcastle.
179. They might go to Morpeth? I thought your question applied entirely to the rail after they touched the land. However, I think it would be decidedly a greater convenience to have them put on the trucks at Morpeth, and so sent on to the Great Northern line.
180. To what extent would this great facility exist—what is the distance between Morpeth and West Maitland? About four miles.
181. I mean the length of your line—it strikes the Great Northern at Pitnacree, does it not? Yes.
182. What is the distance by the proposed line from Morpeth to Pitnacree? From the steamer very nearly three miles.
183. Then all the facility the construction of this line would afford would be in reference to three miles of land carriage? Yes.
184. Nothing more? Yes, but that involves very important considerations.
185. That is all the facility this line would afford, three miles of railway instead of three miles of land carriage? Yes, but that involves an immense convenience.
186. It has been said, I think, that if this line be constructed the settlers in the immediate neighbourhood of Morpeth would be greatly benefited, by having an additional market for their produce in the up-country districts? Yes.
187. Such as Singleton and other places, even to Mudgee? Yes.
188. In what way will they be benefited? In having the seat of production, from which they draw their supplies, extended. For instance—at present, or very recently so, I have heard the price of potatoes at Singleton is enormously high.
189. Do you speak from your own knowledge? From my own knowledge so far as seeing the quotations in the papers, and so on; and I believe that by extending the seat of production from which they derive their supplies, they would naturally have an immense advantage.
190. Are not potatoes grown in the neighbourhood of Maitland as well as at Morpeth? Yes, extensively.
191. There is to be a Government line of railway from Maitland to Singleton? Yes.
192. Do you not think the land in the neighbourhood of Maitland would be quite sufficient to supply Singleton with potatoes, without going to Morpeth? Yes, but if you enlarge the source of supply you lower the price.
193. How far would you enlarge the source of supply by the aid of these two miles of railway?

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- way? By bringing in the Paterson, the Hunter, and the Williams. All the settlers on the banks of these rivers have boats, and they prefer to use the stream as a means of carriage for their produce, it being the more economical mode; and they would bring it to Morpeth, for transmission to the places you speak of, if by the aid of this railway the markets at a distance in the interior were opened up to them.
194. In your opinion then the construction of two miles and a half of railway from Morpeth to Maitland will make a considerable difference in the market value of potatoes at Singleton? At certain times, in supplies generally.
195. Are you aware that there is a vast extent of land suitable for the growth of potatoes at West Maitland? Yes.
196. Do you know Louth Park? Yes.
197. Is not that a very fertile tract of land? Yes, but it is often under water.
198. You know the land in the neighbourhood of Pitnacree? Yes.
199. Is not that very fertile? Yes.
200. And so is the land near the Oakhampton road? Yes.
201. Bolwarra, is not that very fertile? Yes.
202. Do you mean to say that the whole of the potato land in the immediate neighbourhood of West Maitland would not be sufficient to supply Singleton, without going to Morpeth? It is just a question of price; as I said before, if you enlarge the source from which you derive your supply, you cheapen the article; but there may be times, and I have known them myself, when potatoes are dear and scarce at West Maitland.
203. And at those times have they not been dear at Morpeth? Yes.
204. What has been the difference in the market price of maize, on the average, for six months of the present year, at Morpeth and West Maitland? I could not answer precisely, but I believe it has been a fraction cheaper at Morpeth.
205. Do you mean the lowest coin known to an Englishman, half a farthing? Perhaps 2d. a bushel.
206. What has been the difference in the average price of wheat? Not much.
207. And only 2d. on maize? I am supposing a figure, to represent a distinction in value.
208. 2d. is a considerable sum in a bushel of maize? I don't know; a good deal depends upon the bulk of the article, and the expense of carriage.
209. I am speaking of Morpeth and West Maitland—you think 2d. a bushel is the difference in the price of maize in favour of Morpeth? It might happen that maize would be cheaper at West Maitland than at Morpeth.
210. I ask whether it is your opinion that maize is cheaper on the average at Morpeth than at Maitland? Yes.
211. 2d. a bushel you think on the average? I suppose a figure. Maitland buyers go down to Morpeth to buy the article, which proves that a difference does exist.
212. Do you know the difference in the price of wheat? Well, wheat is cheaper generally, I think, on the Williams and the Hunter, than it is at Maitland. There are a variety of circumstances which affect the price and make it a trifle cheaper.
213. Do you not conceive that the Maitland and Morpeth line of railway will be a competing line with the existing Government line? I answer generally that I think not, on the whole.
214. Is there not a railway within a very short distance of Morpeth already constructed to West Maitland? Yes, within some three miles.
215. Have you a map of the district? No.
216. Have you any idea of the average distance between the existing Government line from Morpeth to East Maitland and the proposed line from Morpeth to Pitnacree—I mean between any point you like on your proposed line and any point on the existing Government line? I could not answer that question; I can hear the whistle of the train every morning well and plainly, but that is scarcely a rule for judging distance; I have never crossed between the two lines. But you appear to assume that the lines run parallel, whereas they meet at right angles, or very nearly so.
217. What is the extreme distance? I am not prepared to say.
218. Seeing that there is a Government railway already constructed from the immediate neighbourhood of Morpeth to Pitnacree, will not your line of railway be a competing line with the Government line? I do not think it would; I have given the matter a good deal of consideration, and I believe it will not be found so in practice.
219. *By Mr. Buchanan:* You were asked about the promissory notes—are you aware that among the shareholders there are a good many that have a considerable number of shares? Yes.
220. And those who have given these promissory notes being men of substance, you would consider their promissory notes as equivalent to money? Yes.
221. You would as lieve take a tender of their promissory notes as currency of the realm? Well, I certainly think that, as regards the great majority of them, they are quite good for a much larger amount of money.
222. Many of the shareholders are reputed to possess enormous capital? They do represent very large capital.
223. You have been asked by Mr. Piddington if you think the Morpeth district will be benefited by the construction of this line? I decidedly think it will.
224. You are aware that at the present moment there is a very extensive coal trade going on by drays from Four-mile Creek to Morpeth?—(*Mr. Dalgleish:* At 5s. 6d. a ton?) Yes, about that.
225. Are you of opinion that, if this line were constructed, that coal trade would be increased enormously? Yes.
226. Without the advantage of this line you say there is a very large trade in this coal, and that

that it would be enormously increased on the construction of this line of railway? No ^{Mr. Patrick Macauliffe.}
doubt of it.

227. Are you not of opinion that the great trade derivable from this coal would be a sufficient inducement to construct this line, if there were no other traffic, merely this coal? ^{15 Oct., 1861}
It depends upon the spirit of enterprise in which it is entered upon, of course; but I do believe the quality of the coal, which is very superior, would be almost an inducement.

228. That traffic will form a very lucrative source of profit to the Company? Very lucrative.

229. You are aware that there are five steamers trading to the port of Morpeth? Yes.

230. You mentioned that you had some statistics as to the trade of the port—the imports and exports—will you be kind enough to hand them in to the Committee? I can put them in now, with permission. (*The witness handed in the same. Vide Appendix B.*)

231. Could you tell the Committee what is the passenger traffic from Sydney to Newcastle and Morpeth, by the Steam Companies, in any one month of the year? I could not.

232. At present a good many passengers leave the steamers at Newcastle? A great many.

233. Are you aware that they are put to considerable inconvenience by having to wait for the train frequently? Yes, they may be; I have seen them waiting.

234. What is your general impression—if the railway were constructed from Morpeth to Maitland, do you think they would go up the river by the steamers, and then go on from there up the country by the rail? Generally speaking I think the intercourse would be largely increased.

235. You have been asked about the Tocal road, if you were a shipper of produce, whether you would send it to Maitland or Morpeth from Tocal. Now you are aware that there is a very expeditious water transit from Tocal to Morpeth? Yes, very.

236. If you were shipping produce from Tocal to Sydney, would you send it to Maitland to go by rail to Newcastle, or to Morpeth to go by steam to Sydney? To Morpeth.

237. If you were shipping goods from Tocal to Sydney, sooner than take them over bad roads and across the Falls to West Maitland, you would take them to Morpeth to be shipped to Sydney? Yes, of course.

238. *By Mr. Morris:* As a matter of fact which way do the farmers send their goods, to Maitland by water, and through Morpeth, or direct by land, by the road? The fact is that very little goes that way at all now.

[*Mr. Windeyer here resumed the Chair.*]

239. *By Mr. Buchanan:* In the event of the railway being constructed from Morpeth to Maitland, and you were sending produce from Tocal up the country, would you send it by water to Morpeth to go thence by rail, or over bad roads to Maitland? I would send it by Morpeth decidedly, and I think every farmer in the district would do the same.

240. The river is covered with droghing craft, is it not? Yes.

241. You are also aware that the Falls are sometimes impassable, owing to floods? Yes, I have heard so.

242. *By Mr. Morris:* Did I understand you to say there is very little direct trade between the Paterson and Williams and Maitland? I do not think there is much.

243. *By Mr. Buchanan:* You said Miller's Forest is not in the vicinity of Morpeth—is it a mile from Morpeth? It is reached immediately from Morpeth by a back road.

244. Does Miller's Forest reach within a mile of Morpeth, or two miles? It reaches very close to it, but I do not know that I could define the boundary very exactly, whether it joins the Morpeth district or not.

245. Are you aware that prices current at Singleton have often shewn a very considerable difference—3s. or 4s. a bushel on maize—as compared with Morpeth? Yes, I have heard so from time to time.

246. In that event, from want of this railway, in fact, the Morpeth people are prevented from taking advantage of this market? Yes, from want of cheap conveyance.

247. In the event of this railway being constructed there will be a largely increased trade between these places? Yes, an immense increase of intercourse between the whole district of the three rivers and the Upper Hunter.

248. Are you of opinion that in the event of this railway being constructed, settlers wishing to send produce up the country, would prefer sending it by Morpeth rather than by Newcastle, in consequence of the large amount of wharfage accommodation, warehouses, and so on, afforded by the two Steam Companies? Yes; and Morpeth is at all times more convenient of access to persons on the Upper Hunter, the Williams, and the Paterson.

249. Are you aware that there are no warehouses at all on the quay at Newcastle, and no conveniences at all? None of the kind you refer to.

250. Do you conceive that in the event of this railway being constructed a very large passenger traffic would take place on the line—passengers coming from up the country and from Maitland to Sydney? Yes, I think the intercourse between the different places would be wonderfully increased.

251. Do you know the rates of toll on the road between East Maitland and Morpeth? No, I do not, but I think it is stated in some matter lately presented to the House, that the returns from tolls are about £720 a year.

252. In the event of this railway being constructed the Great Northern Railway will of course be benefited by carrying all the goods brought to it by the Morpeth Railway? Yes, I think so. It would be easy to shew how the prosperity of the one line would benefit the other, in the same way as the prosperity of one shop helps another. There would no doubt be an increase of intercourse.

253. *By Mr. Piddington:* Do you say that one shop helps another in the same trade? I have heard so.

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254. *By Mr. Buchanan*: All the goods brought by steam to Morpeth would go on the proposed line of railway, to be carried up the country by the Government line? Yes.
255. Under such circumstances would not the Morpeth railway be a feeder to the other? It is my conviction that it will.
256. *By the Chairman*: Do you not think that, if this railway be constructed, connecting the Great Northern Railway with Morpeth, people residing up the country would place their goods on the Great Northern line to be carried to Morpeth for shipment, whereas if it were not constructed they would send their drays the whole distance to Morpeth rather than be troubled by taking them off the line at East Maitland and carting them to Morpeth? It will afford an immense facility in that way, and more particularly when taken in connection with the river system which we have, which enables persons on the Rivers Paterson, Williams, and Hunter, to bring their produce in boats to the Morpeth terminus of the railway, where they can immediately send them forward by rail up the country, without involving the inconvenience which attends carriage by drays or carts overland.
257. Can you tell me what quantity of coals are from time to time sent in from Four-mile Creek alone to Morpeth? The quantity of coal sent in from Four-mile Creek has enormously increased since the strike at Newcastle, and I think I would not be exaggerating by saying that something like 1,200 tons a-week have been sent in—certainly 1,000 tons, to keep within limits.
258. And the charge for cartage to Morpeth is from 5s. to 5s. 6d. a ton? Yes; in summer weather about 5s.
259. And the price of coal when unaffected by the strike, is 12s. a ton? Yes.
260. Then the carriage alone is 45 per cent. of the value? Yes, fully that.
261. *By Mr. Buchanan*: As things at present stand, without a railway, you are aware that the Morpeth people and the district around find Maitland available as a market for hay? Yes.
262. Have you not frequently seen drays going daily from Morpeth to Maitland laden with hay? Yes.
263. That market is not, however, taken advantage of to the full extent, for want of facilities of carriage? Decidedly not.
264. And of course when the railway opens the facility it will afford will largely increase that trade? Yes.
265. *By the Chairman*: You have stated that the trade of Morpeth is not one-twentieth of the trade of Maitland—the local trade? Yes.
266. Do you not think that this railway, if constructed, would give Morpeth a greater chance of competing with West Maitland, considering that Morpeth is the more natural place for an emporium, being the joining point between the land communication and the water communication? Yes, I think it would.
267. Do you not think that Morpeth, a spot which joins the water communication with the land communication, is a more natural place to become an emporium, a place having trade of its own, than an internal town simply on the line of road? No doubt of it.
268. Do you not think it a more natural place for mercantile houses to establish branch houses? I do.
269. *By Mr. Piddington*: Has not Morpeth always been at the head of the navigation? Yes.
270. If it has always had this natural advantage how do you account for your opinion that it will have some superior natural advantages now over what it has had for the last 25 years? Because it will be brought into more easy communication with the interior.
271. By substituting the rail for the common road? Yes.
272. That is the only additional advantage it will have over the natural advantages it has possessed for the last 25 years past? Yes.
273. Do you think it will ever overtake Maitland in prosperity and extent simply because you may have a railway constructed between Morpeth and Pitnacree? I never made the comparison mentally, but I need not beg the question by saying that you know as well as I do that Morpeth is the natural location of the trade, as the head of the navigation of the Hunter. Maitland is purely the creation of accident.
274. Is it not a rather remarkable accident which has made the population of West Maitland 7,000, while that of Morpeth is only 1,100? I think reasons could be given which would quite satisfactorily explain the difference between the two.
275. *By the Chairman*: If the Morpeth people wish to construct a work which they think will give them an opportunity of competing with Maitland, do you see any reason why Parliament should interfere to prevent them? I think not. The policy of the Government at Home has invariably been to encourage facilities for communication.
276. *By Mr. Piddington*: Do you see any reason why the Government, after having, at an enormous expense, constructed a railway from Newcastle to Maitland, should now lend its assistance to establish a competing line? I do not hold this to be a competing line.
277. *By the Chairman*: You look upon the two as mutually assisting each other; that line obtaining the greatest advantage which has the greatest length? Yes.
278. *By Mr. Piddington*: What is the distance from Four-mile Creek to the proposed Morpeth line by land? Which end?
279. Any end you like—What is the distance from the coal mines at Four-mile Creek to the Morpeth line of railway, as proposed to be constructed? I presume about two miles and a-half.
280. What saving will there be then in the land carriage the miners must pay from Four-mile Creek, even if the Morpeth line be constructed? They would save the remainder of the distance to Morpeth.
281. What is that distance? About two miles and a-half.

282. I understood you to say the distance between Four-mile Creek and Morpeth is about four miles? I think it is more; it is nearer to five; you may call it five, for the pits vary, one here and one there; say from four to five miles. Mr. Patrick Macauliffe.
283. How much will be saved in land carriage to the miners of Four-mile Creek, even if the Morpeth line be constructed; how much of that distance—four or five miles—will be saved? It will not lessen the distance; it will only increase the facilities of carriage. 15 Oct., 1861.
284. You think it will not lessen the distance at all? It could not; how could it?
285. *By the Chairman*: How much would it lessen the distance they would have to cart the coals by way of the ordinary road? To that question I can make an intelligible reply. If this Bill be obtained, they are about making a tramway to communicate with the Great Northern line, and then the whole distance to the shipping place at Morpeth can be done by rail; they will come by their own tramway till they join the Northern line, by that line into the proposed Morpeth line, and then by the latter to Morpeth.
286. *By Mr. Piddington*: What distance would be saved from Four-mile Creek to the nearest point on the proposed Morpeth railway? They would not be in a position at all to avail of it, unless they made their tramway; for this reason, that they would have to transfer the coal from their carts to the waggons on the line.
287. Then, as I understand you, the mere construction of the Morpeth line will not necessarily do away with land carriage of coal from Four-mile Creek? I think it will, because, owing to the proposed construction of this line, they are about to construct a tramway, which they would not do if our line were not to be made.
288. I ask whether, supposing the Morpeth line is constructed, there will be a saving if nothing else is done? Yes.
289. To what extent? About half.
290. Then there will be still about two miles of land carriage to be paid for? Yes, supposing they do not take it by tram.
291. *By the Chairman*: You are aware that the proprietors of mines at Four-mile Creek are prepared to make a tramway in the event of the Morpeth line being constructed? I am, from circumstances within my own knowledge.
292. And to do that they would have to use the Great Northern line? Yes, for nearly a mile. I would here wish, with the permission of the Committee, to set myself right with regard to an awkward idea of competition between Morpeth and West Maitland, suggested by my reply to a question put to me. I would misrepresent the matter did I confine my reply to what I then said. I believe that, so far from this line taking away from the prosperity of West Maitland, it would greatly advance the interests of both towns.
293. Are not many of the shareholders in this Company mercantile men, and residents in West Maitland? A great many.
294. *By Mr. Piddington*: In what way will it advance the interests of West Maitland? By giving increased facilities for trade, for one thing.
295. *By Mr. Dalgleish*: Do you remember being examined before a similar Committee to this in the last Session of Parliament? I was.
296. Are you acquainted with railway matters as they are conducted in England? Yes, I have seen them for twenty years in operation there.
297. Is every Company that applies to Parliament, in England, for permission to make a line, is it granted in all instances? Not every Company.
298. I think you stated in your examination last Session, turning to the 444th question, that having resided in England for some years you are aware that trade is always allowed to follow its own course? That is the general rule which, I believe, is correct enough.
299. That they are allowed to carry on their business in any way they think best? Yes, that is the principle.
300. Is that the principle when they are not allowed to make lines—when they apply for an Act and it is not granted? The Board of Trade, which has generally the determination of these matters, determines on the lines that will be best calculated to promote the public interests.
301. Then you have heard that the Government in England have interfered in this way, to prevent people making a line where they thought proper? The truth is, that when private individuals project competing lines, they have to submit their plans to the Board of Trade, which determines which line is the best, and though the Parliamentary Committee takes evidence on the subject, and decides ultimately whether the Bill shall be granted, the Government, represented by the Board of Trade, has naturally a good deal to do with it, and exercises a sort of control.
302. In fact the Bill has to be applied for the same as here? Yes.
303. And in many cases it is not granted? Yes.
304. Then your answer, as it appears here, is incorrect? No; I think it perfectly correct.
305. *By the Chairman*: Have you ever heard of an instance where the English Government interfered to prevent private persons from making any line of railway, except when other parties, who might have interests opposed to its construction, objected to it, and proved their objection to be well founded. Have you ever known the Government to interpose to prevent it, of their own motion? No, I never did.
306. *By Mr. Piddington*: Do you know of any case where the English Government have constructed any line of railway whatever? No.
307. *By Mr. Dalgleish*: Do you depend upon the Government allowing your line to join theirs? Yes; we assume it will.
308. Is it usual in England to allow junctions to take place between lines in this way? Yes, I think it is.
309. Not in all instances? Not in all instances. For many years it often formed a subject of

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of dispute between them before they laid down any principle at all, but of late Companies have learnt to be a little more liberal amongst themselves, after costly experience of the opposite course of conduct.

310. Do you know the Caledonian line of railway? No.

311. Nor the North British? No.

312. Are you sufficiently acquainted with the working of English Railway Companies to know whether an equivalent has not to be given for any supposed advantage arising from a junction of one line with another? I do not profess to be acquainted with the terms on which junctions are made; I presume that depends on circumstances; but I am aware that sometimes one line leases another, and so on.

313. *By Mr. Buchanan*: Are you aware that the Government granted an Act for the Caledonian Railway, notwithstanding that it runs parallel with the Edinburgh and Glasgow line? I have some recollection of having observed on a map that it does run parallel.

314. *By Mr. Dalgleish*: You say in your answer to the 444th question of your former evidence, "I know of my own knowledge that at Home—having resided in England for some years—that where lines exist in the country, the Companies are pledged to permit other lines to communicate with them, although the directors should be unwilling that a junction should be made"? So I believe they are.

315. Do you know that of your own knowledge? If you ask me to cite any particular case I cannot say I am in a position to do so.

316. Are you aware of any case of your own knowledge? I have heard of such cases. It is eight or nine years ago since I left Home.

317. It is a kind of floating idea? It must float on something you know.

318. A supposition? It is more than that.

319. In speaking of the town of Morpeth, do you know the locality? Yes.

320. And the river? Yes.

321. What is the width of the river at Morpeth? On an average perhaps 100 yards; it varies.

322. Have you no knowledge, only an idea? Such an idea as you might get from seeing it every day.

323. No direct knowledge? No.

324. Do you expect a large accession to the shipping at Morpeth if this line be made? Yes.

325. And the data——? Are founded on the capabilities of the country when its mineral and other produce is better developed.

326. What do you mean when you say "other produce"? It is a fine alluvial soil capable of growing almost anything.

327. In the neighbourhood of the three rivers? Yes, which comprises a very large area.

328. I think you stated that there are droghers on the river? Yes.

329. These droghers bring cargo from the Williams to where? Morpeth.

330. Does the steamer not call at Raymond Terrace? Yes.

331. Is not Raymond Terrace immediately at the junction of the Williams? So it is.

332. And the steamers call there for cargo? Yes, and very inconvenient it is; they would rather take it to Morpeth by far, and ship it there.

333. *By the Chairman*: They do as a matter of fact? Yes, no doubt of it.

334. Is the freight less from Raymond Terrace than from Morpeth? I think I may answer that question distinctly, that it is the same.

335. It is found more convenient, in point of fact, to bring goods down the River Williams and up the Hunter to the chief emporium at Morpeth, than to unload the cargo boats at Raymond Terrace and stop the steamers in their passage down the Hunter to pick them up there? Yes, as a general rule.

336. *By Mr. Dalgleish*: What is your idea of a large accession of shipping? Upon my word I fancy that instead of having only a couple of sailing vessels at the wharf there, we should have a score.

337. What accession of wharfage accommodation would then be required? They would require an accession of wharfage accommodation no doubt, but there is all the necessary water frontage for the purpose. I fancy that the whole Queen's Wharf would be required for the shipment of coal——

338. What is its length? It is a very fine wharf, and I think I should not be outside the mark if I were to say it is 150 yards long; beyond that again there is good deep water, and a wharf in reality exists there, except that it would require to be faced and so on.

339. Are you aware that there is a great difference between the line as proposed by Mr. Whalley, and the line proposed by the Government Engineer? No, I think they are about the same—identical almost.

340. The same levels? Yes, I think so. Perhaps I may be allowed to answer the question by saying there really is no practical difference. I should explain that the Government plan as proposed, which plan was rejected by the House, only intended to carry the line to the Queen's Wharf, while the Company propose to carry it three-quarters of a mile beyond that. As far as the Queen's Wharf I believe there is no essential difference in the two proposals.

341. Excepting that the line is now going to be carried by a higher level at the back of the Australian Steam Navigation Company's and Hunter River Company's stores? Any extension into the town was never proposed by the Government at all.

342. You have given your evidence to the effect that canal coal is better adapted to parlour use than any other? I should give it the preference.

343. Do you know for what specific purpose it is used as a staple? Generally, I think, it is used for gas making very extensively.

344.

344. Have you any knowledge of the consumption of coals for gas making here in proportion to the consumption of the same coal for gas in Great Britain? No; I should think the comparison could hardly be made, the consumption there is so enormous.
345. Have you any knowledge of the relative values of these coals? At Home one can form a better idea than here, because they have not yet been brought into supply in this Colony. At Home cannel coal commands, I think, 1s. 6d. or 2s. a ton more than the other coal.
346. You were speaking of the difficulties of bad roads, and rates of freight from Four-mile Creek, which you stated to be 5s. a ton at present? Yes.
347. What is the freight from the nearest point of the Great Northern line to Newcastle? Supposing they found waggons, it would be 3s. a ton.
348. So that, at the present moment, there is 2s. 6d. a ton in favour of the railway to Newcastle? No, they are not in communication with the railway at all.
349. But you say it will be necessary to form a tramway to meet your line—might they not as well form a tramway to the Great Northern line? I would answer your question in this way—that they would really have no advantage over the present by the plan you propose, because with 3s. a ton to Newcastle, and with the cost of constructing waggons and constructing a tramway, there would be no great gain; but if on the Morpeth line they save any important portion of the 3s. per ton, then you make it worth while.
350. If they save it? They will.
351. In order to form a junction with the Morpeth line I think I understood they must first form a junction with the Great Northern, which must carry their traffic how far? About a mile.
352. Then they would have to pay a mile's toll on the Great Northern? Yes.
353. And afterwards pay toll to your line from the Maitland junction to Morpeth? Carriage, rather, I will take the liberty of saying.
354. Or toll? Well—
355. Then there would be the cost of laying down a tramway from the pit to the Great Northern line, and of providing carriages, &c., for the carriage of the coal which would apply equally to the case of Morpeth as to Newcastle? But they would save 2s. 6d. a ton by going to Morpeth; we would take it for 6d. a ton, whereas on the Great Northern to Newcastle it would cost 3s.
356. How far would you take it for 6d.? Nearly three miles.
357. That is from Maitland? Yes.
358. What would it cost them previously to bring it there? Just the same as if they ran it to Newcastle; there would be no difference there, but they would save the difference between 6d. a ton and 3s.
359. Have you got a scale of freights which it is proposed to charge on this Morpeth line? No; but I think you will find what I say will be confirmed. It is about 2d. a ton per mile, they finding their own waggons.
360. Is the country on the opposite side of the Hunter lower than it is on the Morpeth side? Yes.
361. Is it subject to inundation? Yes.
362. Would the necessary wharfage to provide for a large accession of shipping, by being piled, &c., be any obstruction to the flood waters of the Hunter? No; we would make it on the Morpeth side.
363. This would partially dam the river? No.
364. Would it not narrow its course? Not a bit; we do not run out at all; we take the present line of river frontage.
365. *By the Chairman:* There is deep water close alongside? Yes.
366. *By Mr. Dalgleish:* Are the wharves not submerged at present during floods, or nearly so? I dare say they are—the lower flooring.
367. During the time of heavy floods is not the communication between Sydney and Morpeth practically cut off? As far as the loading of goods it is.
368. *By the Chairman:* Therefore there is all the greater necessity for being able to communicate with the Northern railway, in order to get to Newcastle? Yes.
369. *By Mr. Dalgleish:* In this case, which is the most natural point of communication with the interior,—the point near the mouth of the river where the communication is never stopped, or the point where the communication is stopped during floods? That point, I should imagine, which is nearest to the interior, that is Morpeth.
370. I should say the point nearest the sea-coast—where does the traffic come from which you anticipate? It arises at Morpeth, and near it.
371. You do not calculate on any traffic from Sydney? We do, to a certain extent, of course.
372. Not to a great extent? A portion of the elements of our traffic are derived from the Sydney trade.
373. Is not the principal element the Sydney trade? It is a matter of opinion. I think that, either way, we shall have a large trade.
374. When wool, for instance, is *in transitu* from the interior, what benefit will it be to the squatters or wool growers in the interior to have their wool delayed in its passage to market, by floods in the Hunter? Certainly it would be more if that were the case.
375. Would it not frequently shut out such produce from homeward-bound ships and perhaps be the cause of the loss of a season? For a week in four or five years it might happen—or two or three days rather.
376. Every year for the last three years it has been the case. It has been stopped this year? It has.
377. Last year? Yes, partially, for a day or so.

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- Mr. Patrick Macauliffe. 378. The year before? I think not between last year and 1857. There has been nothing of any consequence till this year.
- 15 Oct., 1861. 379. Not the flood of 1859*? It really amounted to nothing. I was living in Morpeth at the time, and therefore I can speak to it.
380. When one of the three rivers is flooded it is usual for them all to be so, more or less? Generally it is so.
381. As a matter of fact does the produce from the Williams come to Morpeth or go direct to Sydney—the greater portion? Well, I said a good deal went to Morpeth, and I say so still; some of it goes to Raymond Terrace.
382. Is there not a boat regularly in the trade to the head of the navigation of the Williams? Yes, that is the extreme end.
383. Does not the steamer tranship from every settler that has grain to send? I do not think they do.
384. Have you any knowledge of the working of that steamer in receiving and delivering cargo? No; it appears to pay them.
385. There is a large expense incurred in taking on board freight and another expense in discharging that freight, but when the freight is on board the steamer the mere transit is not such an expense as that which is incurred by stopping, &c. Is it so, or is it greater? It all adds to the amount. I do not suppose they make a close calculation of that kind; it is not common in business.
386. Would it not be a more natural means of communication, if, when the accumulated grain from the farmers was on board the drogher, she should take it to Newcastle, than take it to Morpeth? It depends upon the proportion of cargo taken.
387. I assume a full cargo? Even Raymond Terrace is very considerably nearer to Morpeth than to Newcastle; it is not half the distance down the river.
388. I am not asking the distance? That will affect the question if you will excuse me. I word my reply to the best of my ability.
389. Is not Newcastle the most natural place for the receipt and delivery of cargo for and from the Williams? It is not. Trade follows its natural channels, and it goes up to Morpeth as naturally as rain pours down from above us.
390. *By the Chairman*: In point of fact it always has done so? Yes, it is not a question of argument or mere opinion, but it is one of fact.
391. *By Mr. Dalgleish*: In your evidence last year, I find the following—question 513,—“At the port of Newcastle there is a bar which makes access dangerous? Yes.”—What allusion has that to the railway to Morpeth? Of course I merely answered the question; I had nothing to do with the policy of it.
392. The next question is to the effect that vessels can only get in in one state of the wind, and you reply that for a considerable period of the year it is difficult to get in. Is there any other way of getting to Morpeth than by water? Clearly not.
393. Whatever disadvantage may attend Newcastle in these respects applies to Morpeth also? Certainly.
394. In answer to question 516, you say there is a full mile of water frontage at Morpeth, where wharves could be constructed—in order to make that mile of water frontage available for the railway, would it not be necessary to extend the line, in order that vessels might derive the natural advantage from the railway? Clearly. It is intended to carry the line through the town parallel with the water, but not so close to it as to destroy the water frontage.
395. You are not a shareholder in this Company? I am not.
396. The whole of this supposition with regard to coals from Black Creek, Anvil Creek, &c., is mere supposition? No, I respectfully dissent from that; it is not supposition; on the contrary, some pits are now in course of construction, calculating on the facilities which will be afforded by this line.
397. Do you suppose they may not have been sunk with an idea of junction with the Great Northern line, for the purpose of conveying the coals to Newcastle? No; they are intended for Morpeth; I know that specially from Mr. Farthing himself.
398. Do you know the average profits paid by English railways? Well, I did see very recently what they were; they have improved very much; I think the average now is somewhere about five per cent.
399. Do you know any reason for the improvement? Yes.
400. Is it not on account of the Railways Relief Bill, which releases them from the necessity of keeping up unprofitable branch lines? I rather think it is from the general increase of trade,—so it is stated.
401. What do you consider proof of a line being a feeder? The reciprocity which a good many years knowledge of the business leads me to believe exists between two railway lines does in fact increase the prosperity of both lines. It has amounted to an axiom of late years, within my own knowledge.
402. I understood you had some distinct ideas on what constituted a feeder to a line of railway and what did not? As applied to this line I think the proof is very obvious; and first I would mention here that portion of the traffic affecting the mineral development which will be an entirely new source of profit to the Great Northern line. There is, besides, the large traffic which will be sent along the Great Northern line from Morpeth and the extensive agricultural districts of the Paterson and Williams.
403. Where do you expect to get this traffic from Morpeth, seeing that you have said there is little

little or no local trade? That involves the very question of increased facilities for intercourse. If you give us those facilities we will provide the trade.

404. Are you aware of the contents of this Bill? Yes.

405. Is there any right claimed to run trucks on the Government line of railway? There is a right sought to communicate with it, and to arrange with the Government for the traffic—the concluding portion of section 14, I think.

406. You claim by this Bill the right to enter on the Great Northern line at any point which your Directors think fit, without any reference to the Government Engineer? We contemplate an arrangement with the Government in conformity with the clause in their own Act, by which the Government authorizes the principle—the Railway Act, section 99, I think.

407. *By the Chairman:* You only claim, as I understand, such right to join the Government line as is given by law under the 99th section of the Railway Act of 1858? Yes, I believe that is all.

408. *By Mr. Dalgleish:* With regard to the Flats I think the boats do still stick upon the Flats? One of them did yesterday, but it was the first time for a long period, and almost anticipating your question I asked the reason of the captain of the "City of Newcastle," and he told me he was much surprised at it, for he drew two feet more water than the "Paterson" and yet he never struck. The truth is, I believe, it was not in consequence of the want of water on the Flats, but in consequence of some accident or mistake that occurred.

409. Are you aware that the steamers have stuck on several occasions? No, I am not; I think you have been misinformed.

410. *By the Chairman:* Notwithstanding the Flats the trade has gone to Morpeth? Yes, even before they were deepened at all.

411. *By Mr. Dalgleish:* Can you give any reason for the trade going to Morpeth previously in preference to its going to Newcastle? One very important reason exists, that vessels found a freight to and from Morpeth which they did not at Newcastle, except coals, which the steamers do not take as freight.

412. The teams have been in the habit of coming direct to Morpeth as the nearest point to which the steamers penetrate? Yes, clearly.

413. Do you think the same reason will operate on shippers when the Great Northern line is so far extended into the interior as to do away with the bullock drays, or with cartage from the far interior by bullock drays? It will be economy to come to Morpeth as the nearest point.

414. By drays;—I say when the railway is extended farther into the interior? That is a matter of opinion. Some people would tell you the trade would all go down to Newcastle if you do not give us this line.

415. I want to know what you think? Some of it might go down there.

416. You think that if these two miles——? About three, I beg your pardon.

417. These three miles of railway are not made from Maitland to Morpeth, the bullock drays will still continue to bring the produce of the interior to the port of Morpeth? No, I do not think so.

418. You think then that the produce will come down the Great Northern as far as Maitland? Yes, I believe a portion of it would, but I would not infer that all would.

419. *By Mr. Piddington:* Would the largest portion come to Morpeth? Say a moiety of it; we would have a hard tussel for it.

420. In such a helpless condition as you seem to think the refusal of this line would leave you in, what proportion of the up-country produce would come to Morpeth? In that case I think we should divide it.

421. Are you expressing what you wish or what is your opinion? Both ways perhaps; the wish may be father to the thought.

422. *By Mr. Dalgleish:* You stated, in answer to Mr. Buchanan, that you have known maize 4s. a bushel dearer at Singleton than it was at Morpeth? I have heard of such a thing, and I think it is only a few months ago that something of the sort occurred; I would not bind myself to 4s.

423. You did not give that as matter of opinion at all? There was a very large difference.

424. How do you account for it? I would rather not say it was precisely 4s.; I know there was a very important difference, and that difference frequently occurs in the prices of different articles of produce between Singleton and Morpeth. It is the want of facilities of communication that is the cause.

425. What prices do you know of your own knowledge—I understood that you knew of 4s.? I said I had heard of it.

426. What do you know of your own knowledge as being the difference? I recollect—and it is a mere matter of memory with me now—that I mentioned before the other Committee that there was sometimes a very important difference between the prices of produce at Singleton and those at Maitland and Morpeth; and that difference I attribute naturally to the want of proper facilities for communication.

427. What is the natural difference between the price of grain at Singleton and the price of grain at Morpeth—is it not the difference of carriage? ———

428. *By the Chairman:* They cannot grow maize at Singleton in all seasons? I do not think they can.

429. *By Mr. Dalgleish:* Would it not be the difference of carriage? Yes, as a general rule, and that shews, I respectfully would assert, the necessity for increased communication. That is our case.

430. Will the difference arise from anything except apathy or ignorance of the scarcity which may be prevailing—the difference of 4s. between the places named? The difficulty
of

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- of transit, which imposes an obstacle to communication, is the great cause, and it induces the others which you mention; the people cannot overcome it.
431. The Government line running from Maitland, would not that sufficiently overcome the difficulty you have mentioned, Maitland being a large producing district? No; I will venture to repeat what I said before, that if you extend the area of available production, you by that means cheapen the price, and you do that by bringing us into communication with Singleton.
432. *By the Chairman*: You see no reason why the neighbourhood of Maitland should have the exclusive monopoly of selling corn at Singleton? I do not.
433. *By Mr. Piddington*: What is your idea of the difference between the price of a bushel of corn sent by the aid of your line, if constructed, and the price of a bushel of corn sent, without the aid of your line, by the Government line? I think I could almost answer that question in figures; it would make a difference of 3d. or 4d. a bushel, assuming that the Great Northern line is finished.
434. *By Mr. T. Garrett*: Would you not charge 2d. or 3d. a bushel to carry it from Morpeth to Maitland? I daresay we should, but I cannot say exactly. Our intention is to make the traffic as cheap as possible.
435. *By Mr. Piddington*: The charge you would make would swallow up the advantage from extending the area of production? I respectfully think not. I do not think we should charge 4d. a bushel; it would probably range between 1d. and 2d.—I am not prepared to say.
436. *By Mr. Dalgleish*: Are you aware what time the steamers occupy in the voyage between Sydney and Newcastle? About six hours; it is sometimes done in less.
437. What time is the voyage between Newcastle and Morpeth done in? Within three hours; you leave Morpeth at seven o'clock in the morning and arrive in Newcastle at about a quarter before ten.
438. And from Newcastle to Sydney—? It takes about six hours.
439. The steamers generally arrive here at about half-past five? ———
440. *By the Chairman*: They have to wait for the Government train arriving at Newcastle, and considerable delay may take place? Yes.
441. *By Mr. Dalgleish*: Does it not take three hours and a-half from Morpeth? No, clearly not; I left the other morning at seven and arrived at a quarter before ten; I know it, for I went up the town and had to wait for the train a considerable time.
442. What time does the train take? About an hour.
443. You do not know the difference between the freight from Newcastle by boat, and the freight from Newcastle by rail, to Morpeth? No.
444. *By the Chairman*: What is the difference between the freight of a ton of goods between Sydney and Morpeth by steamer and between Sydney and Newcastle? I think about the same.
445. Do they not charge the same? Yes.
446. Then for the same money they take them thirty miles further than if the goods were unshipped at Newcastle? Yes. They cannot find any return freight at Newcastle, and therefore they have no interest in stopping there. They have to go up to Morpeth to get a cargo.
447. *By Mr. Dalgleish*: That is not the question I asked; I ask, what is the price per ton from Newcastle to Morpeth—provided you send a ton of salt, for instance, or a ton of cheese, by the steamer, from Newcastle to Morpeth, what do they charge? I do not know.
448. They would not take freight for nothing from Newcastle to Morpeth? No, indeed they do not.
449. What is the freight of goods from Morpeth to Sydney—is it the same as from Newcastle to Sydney? Yes.
450. What is the freight of hay from Morpeth to Newcastle per ton? I thought I had a memorandum of the freights here with me, but I find I have not got it.
451. You admit there is traffic that way? Yes, there is; but it is slight. I have been in the habit of seeing goods landed from the Morpeth steamers at Newcastle, and I never saw a bale of hay landed from them in my life.
452. *By Mr. Piddington*: That is owing to the people of Newcastle having supplies in their own neighbourhood? Yes.*
453. *By Mr. Dalgleish*: In answer to a question of Mr. Buchanan's about Miller's Forest—did I understand you to state that Miller's Forest reaches to Morpeth? No, I do not think I did; the question of boundary I am not able to define.
454. Miller's Forest is immediately opposite Raymond Terrace? It extends a considerable way up and down the river.
455. The centre of it is almost opposite Raymond Terrace? I daresay it is.
456. Is not Raymond Terrace the natural shipping place for Miller's Forest, as well as the lower portions of the Williams? I do not think it is.
457. Can you describe the disadvantages for loading that exist at Raymond Terrace, as contrasted with the advantages that exist for loading at Morpeth? The wharf itself I have heard complained of very much; at certain times of wind and tide, the steamer damages herself by being carried against it. I know they do not like to take in cargo there.
458. *By the Chairman*: Do they not often refuse to stop at Raymond Terrace, even when there is cargo there? I have known them do it very often.
459. *By Mr. Dalgleish*: Is not the stopping at the different wharves on the river far more destructive

- destructive to the steamers than the sea passage to Sydney? With regard to that question I am hardly prepared to answer it. I have seen them going into Newcastle with a strong wind, knock their bows to pieces by coming right against the wharf.
460. Have you never seen the same thing occur at other places on the river? I have seen it* at Raymond Terrace, where they sometimes have great difficulty in getting alongside.
461. *By the Chairman:* They cannot get into the wharf in some winds? No.
462. *By Mr. Dalgleish:* In fact it is to the interest of the Steam Companies to do away with the river voyage? If it were their interest they would follow it.
463. Has it ever been mooted to confine the trade to Newcastle? I never heard such a proposition, and I do not think it is at all likely, for this reason, that they would then have to go back to Sydney with clean holds, there being no freight at Newcastle, except coals, which the steamers do not take as freight.
464. Do you assume that nothing would come to Newcastle? I do not think it would.
465. How much cheaper would the steamers carry their freight to Sydney, providing it was shipped at Newcastle instead of Morpeth? I do not think they could carry it any cheaper, having regard to the fact that they could not get any cargo at all.
466. Do you, a business man, assume that the three hours wear and tear of machinery and knocking about of the vessels up and down, making six hours on each voyage, can be accomplished without any recompense to the Companies? They have an equivalent for that six hours voyage in the freight which they get; they would get no freight to Sydney at all if they confined themselves to Newcastle.
467. Would not the freight follow them to Newcastle? I do not think it would.
468. With the Northern line of railway constructed to Singleton, is not Newcastle the natural port of shipment? I do not think it is, as long as water communication exists to Morpeth.
469. I think you said it was a job making the line from Newcastle to Maitland? I never used the word "job," not that I can recollect, but I daresay it was something of that character.
470. Have you never known railways competing with water communication in England? Not in England.
471. In Scotland? I have heard of it in Scotland.
472. Never in England? Yes, I did, I think, between London and the North; on that side of the coast there is a competition.
473. Do you know as a matter of fact that coals are brought in by the North-eastern line of railway to London in competition with screw and sailing colliers? I believe they are, I believe one competes with the other, and they have brought the price down very considerably. You are aware that the screw steamers have superseded the old coasting colliers.
474. Do you know anything of the Dublin line of steamers? Yes.
475. Are you aware that the whole traffic to Dublin has changed its course from the usual places of shipment, London and Liverpool, to a sea port on the coast near Holyhead? No; I have only heard of the railway as competing with the water carriage for certain classes of the traffic. The London and Holyhead line has not been completed many years, about ten I think.
476. You are aware they compete with the water carriage? Not for goods, for mails and passengers.
477. As a matter of fact, are you aware as to whether the whole of the passenger and traffic arrangements in Great Britain have not been seriously altered from water communication to internal communication by railway by competition? Water communication I would take to include canals. I believe the trade on canals, although injured at first, has very much increased, and I believe now, from what I have recently heard, and some accounts I have seen, that they are paying again.
478. Do you know the town and port of Fleetwood? Yes.
479. Was it in communication with Ireland? Yes, and the Isle of Man.
480. What is the consequence, are you aware, has it not almost got a monopoly of the Irish trade? I believe it was the other way;—Sir Hesbeth Fleetwood nearly ruined himself, but like everything else, it was coming round wonderfully.
481. Speaking of it as it is —? Now I believe it is doing very well.
482. It is in direct competition with water carriage —? It is a port, you know —.
483. By the usual overland communication? There are a number of steamers trading to all parts—Dublin, Isle of Man, Whitehaven, and even Glasgow.

Mr. Patrick
Macauliffe.

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NOTE (Revised):—Something like it occur.

Mr. Patrick
Macauliffe.

APPENDIX.

A.

15 Oct., 1861.

REGISTER of SHAREHOLDERS in the Maitland and Morpeth Railway Company.

No. of Certificate.	SHARES.	No.		SHAREHOLDERS.	RESIDENCE.	AMOUNT PAID.			Scrip Receipts.
		From.	To.			£	s.	d.	
	70	1	70	Benjn. Lee, junr.	West Maitland ..	350	0	0	
	200	71	270	Edwd. Chas. Close, junr.	Morpeth	1,000	0	0	
	20	271	290	Duncan Sim	Ditto	100	0	0	
	20	291	310	Henry D. Portus	Ditto	100	0	0	
	20	311	330	Gavin Carmichael	Ditto	100	0	0	
	150	331	450	John Eales	Ditto	750	0	0	
	100	451	530	James Taylor	Ditto	500	0	0	
	100	531	630	Saml. S. Dickson	Ditto	500	0	0	
	100	631	780	James Campbell	Ditto	500	0	0	
	20	781	800	David Moffitt	Ditto	100	0	0	
	20	801	820	John Wytlaw	Ditto	100	0	0	
	5	821	825	Thos. A. Hinds	Ditto	25	0	0	
	20	826	845	William Keating	Ditto	100	0	0	
	20	846	865	James Riley	Ditto	100	0	0	
	10	866	875	William Blake	Ditto	50	0	0	
	45	876	920	John Keating	Ditto	225	0	0	
	10	921	930	Henry Wheeler	Ditto	50	0	0	
	100	931	1030	Enoch Cobercroft	East Maitland	500	0	0	
	20	1031	1050	Thos. Moffitt	Morpeth	100	0	0	
	10	1051	1060	William Chapman	Ditto	50	0	0	
	50	1061	1110	John Wingrave	Ditto	250	0	0	
	20	1111	1130	James Rodding	Ditto	100	0	0	
	10	1131	1140	John Scott	West Maitland ..	50	0	0	
	50	1141	1190	P. Hutchinson	Ditto	250	0	0	
	20	1191	1210	Richd. Cracknell	Ditto	100	0	0	
	2	1211	1212	Richd. Griffiths	Ditto	10	0	0	
	40	1213	1252	Willm. Lipscomb	Ditto	200	0	0	
	10	1253	1262	Mary Anne Lee	Ditto	50	0	0	
	20	1263	1282	Carrie M. Reeves	Ditto	100	0	0	
	20	1283	1302	Robt. M'Donald	Ditto	100	0	0	
	50	1303	1352	Jonathan Young	Ditto	250	0	0	
	50	1353	1402	Wm. Henry Mullen	Ditto	250	0	0	
	10	1403	1412	M. A. Mullen	Ditto	50	0	0	
	50	1413	1462	Thos. Cadell	Ditto	250	0	0	
	25	1463	1487	Wm. Bellamy	Morpeth	125	0	0	
	20	1488	1507	Wm. Chambers	Ditto	100	0	0	
	20	1508	1527	Wm. Getty	Ditto	100	0	0	
	30	1528	1557	John Eckford	East Maitland	150	0	0	
	10	1558	1567	Jane Elizabeth Eckford..	Ditto	50	0	0	
	5	1568	1572	Henry Barton	Morpeth	25	0	0	
	15	1573	1587	Julia Murphy	Ditto	75	0	0	
	40	1588	1627	Walter Gally	Hinton	200	0	0	
	10	1628	1637	Henry Ingall	Morpeth	50	0	0	
	10	1638	1647	Wm. Mamane	Ditto	50	0	0	
	30	1648	1677	George Norrie	West Maitland	150	0	0	
	20	1678	1697	M. S. Christian	Ditto	100	0	0	
	50	1698	1747	Wm. Wade	Ditto	250	0	0	
	30	1748	1777	Richard Ingall	Morpeth	150	0	0	
	100	1778	1877	Walter Scott	Ditto	500	0	0	
	50	1878	1927	J. B. R. Robertson	Ditto	250	0	0	
	20	1928	1947	Patrick Logue	Ditto	100	0	0	
	20	1948	1967	Isaac Gorrick	West Maitland	100	0	0	
	20	1968	1987	Jessie Dickson	Morpeth	100	0	0	
	5	1988	1992	O. E. Middleton	Ditto	25	0	0	
	10	1993	2002	Louis Barber	Ditto	50	0	0	
	100	2003	2102	Alexr. Brown	Newcastle	500	0	0	
	50	2103	2152	Henry Mills	Sydney	250	0	0	
	20	2153	2172	John Campbell	Ditto	100	0	0	
	20	2173	2192	Samuel Anderson	Ditto	100	0	0	
	50	2193	2242	John Brewster	Ditto	250	0	0	
	25	2243	2267	R. C. Close	Ditto	125	0	0	
	100	2268	2367	William Dangar	Ditto	500	0	0	
	10	2368	2377	Robert Blain	Ditto	50	0	0	
	10	2378	2387	John Yeomans	Ditto	50	0	0	
	20	2388	2407	P. J. Cohen	Ditto	100	0	0	
	20	2408	2427	Benjn. Lee	Parramatta	100	0	0	
	50	2428	2477	J. Fredk. Castle	Newtown	250	0	0	
	40	2478	2517	J. Kummerer	Sydney	200	0	0	
	10	2518	2527	George Handford	Gresford	50	0	0	
	50	2528	2577	A. B. Portus	Morpeth	250	0	0	
	20	2578	2597	P. O'Keefe	Ditto	100	0	0	
	5	2598	2602	W. E. Shaw	Raymond Terrace	25	0	0	
	2	2603	2604	E. E. Shaw	Ditto	10	0	0	
	2,604					£13,020	0	0	

Besides the above there are several shareholders who have paid the first call of £1 per share, but who, living at a distance, have not yet signed the Deed of Settlement, in accordance with which their names cannot appear, as yet, on the Register.

B.

B.

ABSTRACTS.

Mr. Patrick
Macauliffe.

VALUE of Wool, Hides, Tallow, Grain, and other Produce exported from the Port of Morpeth in sundry years, and freights thereon. 15 Oct., 1861.

YEAR.		VALUE OF EXPORTS.		FREIGHTS.	
		£	s. d.	£	s. d.
1855	As per particulars in detailed Statement	874,782	0 6	43,313	2 0
1856	Ditto ditto	870,656	17 6	45,077	17 3
1857	Ditto ditto	993,278	0 8	38,022	7 6
1858	Ditto ditto	1,114,345	6 4	45,967	10 6
1859	Ditto ditto £603,395 19s. 10d. and £27,005 17s. 9d., for six months, or for the year	1,207,791	19 8	54,011	15 6
1860	Amount as estimated by the Honorable the Minister for Works	1,500,000	0 0	.....

COMPARATIVE Statement of Tonnage of Goods, and of Freight thereon, imported into Morpeth in the years 1856 and 1860, respectively, by Steamers.

YEAR.		TONS.	FREIGHT.	
			£	s. d.
1856	By the New Hunter River Steam Navigation Company, and the Australasian Steam Navi- gation Company's Steamers	16,346	9,125	6 0
1860	Ditto ditto	23,689	16,722	10 7
	Increase	7,343	7,597	4 7
	Estimated value of Goods imported at Morpeth in the year 1860.....		£1,275,000	0 0

WEDNESDAY, 16 OCTOBER, 1861.

Present:—

MR. BELL, | MR. DALGLEISH,
MR. BUCHANAN, | MR. T. GARRETT,
MR. PIDDINGTON.

W. C. WINDEYER, ESQ., IN THE CHAIR.

James Campbell, Esq., called in and examined:—

484. *By the Chairman:* You have been for some years engaged in business as a merchant in Sydney? Yes; for three years in Sydney.
485. And before that you were in business at Morpeth? I was.
486. For how long a time? About eleven years.
487. And you are well acquainted with Morpeth and the districts which surround it? Yes. I went to reside in Morpeth in 1845; that is, sixteen years ago. I must have been in business there more than eleven years.
488. You have, in the way of your business, had opportunities for becoming well acquainted with the district surrounding Morpeth? Yes, for several miles round I know every inch of the ground.
489. From being in business there at that time you know what amount of commercial business was transacted there at that time? Yes, very nearly.
490. You are aware that several persons have joined themselves together, in order to make a line of railway between Morpeth and West Maitland? I am.
491. Are you one of the shareholders in the proposed Company? I am.
492. To what extent? I am the holder of one hundred shares.
493. These persons set out in the preamble of their Bill that "it would be of great public advantage that a line of railway should be constructed and maintained between the Town of Morpeth, in the Colony of New South Wales, and the Town of Maitland, in the same Colony, for the more regular and expeditious conveyance of the important and increasing commerce of the said places, and for facilitating communication between the north-western interior of the said Colony and the Port of Morpeth"—is it your opinion that this allegation is correct, and that such a line would be an advantage? I am perfectly satisfied that it would be.

J. Campbell,
Esq.

16 Oct., 1861.

J. Campbell, Esq. 494. Upon what do you ground your opinion? I ground it first upon the present amount of traffic between the two places, and next upon the advantage that must be derived from combining the river traffic with that from the northern and north-western interior. There would, likewise, be a tolerably large passenger traffic between the two places, particularly if this line were formed. West Maitland has now got to be a very populous town.

16 Oct., 1861.

495. I presume you are aware of the circumstances under which this Company originated? I am.

496. It was formed, I believe, when the Parliament refused to give its assent to the proposal of the Government to construct the line from the public funds? Yes; I understood it to arise in this way:—The Government put a sum of money on the Estimates for the construction of line to connect Morpeth with the Great Northern line at West Maitland; and by a vote of the Assembly, it was declared to be not consistent with the railway policy of the country to make what was deemed to be a branch line out of the public funds; but that such lines should be left to private Companies to form.

497. And on the strength of that opinion of the Assembly, this Company was formed? Yes.

498. I believe the promoters have, since their last application to this House, gone to some considerable expense in making surveys? I am not certain as to the amount that has been expended, but I believe it has been over £1,000. The Engineer* of the Company will be able to give you the best information on this point. I believe he† has been engaged in carrying out the working surveys.

499. Then the Company has been formed, relying upon the circumstance of the Parliament having refused to allow the Government to perform the work out of the public funds; and of their having sanctioned its construction by private enterprise? Yes; the former vote of the House was to that effect.

500. Do you think that if this railway were constructed the business of the town of Morpeth with the interior would be increased? I do.

501. In what way? It would open up greater facilities than at present exist for a trade between Morpeth and the north and north-western interior; and would tend in a great measure to concentrate the trade of those portions of the interior between the three towns of East and West Maitland and Morpeth, for it would give equal facilities for trade to East and West Maitland to Morpeth.

502. Then the proposed line would be of equal advantage to these three towns? It would.

503. For what purpose would this proposed line be used? For the great up-country traffic, to a great extent; and also to some considerable extent for the coal traffic.

504. Is there any coal brought into Morpeth now, which, if this line were constructed, would be brought in by it? When I was at Morpeth three‡ months ago, a very great deal of coal was being brought into Morpeth. The roads were regularly black with coal teams then. That was during the miners' strike at Newcastle.

505. Before that had there been any considerable traffic in coal to Morpeth? Yes; the demand for the steam consumption alone was very great. There are some six or seven steamers in the trade, and their consumption of coal is very large—about thirty tons a trip, I believe.

506. When you say that the traffic with the interior would be increased, do you mean that it would be in the through traffic of goods forwarded from Sydney to the interior, or that it would be in the articles produced in Morpeth and its neighbourhood? I consider that, as the Great Northern line extends into the interior, the agricultural settlers on the line will avail themselves of it, and that this traffic will increase as the population of the Colony increases. The establishment of this proposed line will, of course, tend to keep the trade with the interior in its present channel.

507. There is a considerable quantity of rich agricultural land round about Morpeth? Yes. The agricultural land consists almost entirely of fine alluvial flats, with the exception of some portions of swampy land as you get nearer Newcastle.

508. Would there be a trade in produce between Morpeth and the up-country districts, if they were joined to Morpeth by this proposed line? Yes, I think so. It would be more particularly the case in dry seasons.

509. Do you know, as a matter of fact, that there is any difference in the price of certain articles of produce as you get higher up into the interior, as compared with that charged in Morpeth? Yes; I was informed by a dealer, only a month ago, that potatoes were bringing £1 per cwt. at Muswellbrook, when they were selling at 8s. per cwt. in Morpeth.

510. In what other articles is there a difference in price? In hay and maize.

511. Except in very moist seasons I believe it is almost impossible to grow these articles of consumption any distance beyond Maitland? It has been hitherto considered, until the last few years, which have been uncommonly favourable, that you would not get a crop of wheat more than once out of every three years at Singleton. In saying this I am speaking of what was the opinion ten years ago; but for that time—for the last ten years—we have had moist seasons.

512. I presume you are acquainted with many of the persons who are shareholders in this Company? I am, with most of them.

513. Are they mainly persons resident about Maitland and Morpeth? A great number of them are. There are a few Sydney shareholders, but, with only one or two exceptions, these have property in the district. Mr. Flood, who is the largest shareholder in the Company, is a Sydney man, but he has a large property at the Four-mile Creek.

514.

* Revised:—Secretary.

† Revised:—The Engineer.

‡ Revised:—One.

514. And coal has been found there, I believe? It has.
515. We may expect that a considerable quantity of coal will come from there if this line be constructed? Yes, all the coal raised there would come down thence by rail, to be shipped at Morpeth; and besides that, there are other mines that would be opened higher up the line, between West Maitland and Black Creek.
516. Then, from your knowledge of the persons who are shareholders in this Company, you are satisfied that if the calls were made, the whole of the capital would be at once paid up? I have not the slightest doubt about it.
517. When this Bill formerly came before Parliament no capital had been paid up? No, not then.
518. Since then £1 per share has been paid? Yes, in cash; the remainder has been also paid in promissory notes; and the first Directors of the Company have also been elected.
519. *By Mr. J. Garrett*: It is usual in the Colony to pay up a portion of the capital by promissory notes? Yes, I believe so. I know that was the course adopted in the case of the Hunter River New Steam Company. I think they paid all their capital in the first instance by promissory notes.
520. Do you think this proposed line is likely to become a competing line with the Government line between Maitland and Newcastle? I do not think it can be said that this will be a competing line, for the Government line will always have to compete with the river.
521. *By Mr. Piddington*: I believe you gave evidence before the Select Committee to whom this Bill was last Session referred? I did.
522. Do you recollect being asked a question in regard to the population of Morpeth? I do.
523. It is stated in that evidence, that you say you thought it to be about 2,000? Yes, I said so.*
524. Are you aware that the Census returns show the population to be scarcely half that number? No; I have not seen the Census; but if you look to the preceding answer you will see that I said that the population of the town itself was not so very large, but that it had a very rich and populous district around it.
525. You were distinctly asked this question—"Can you give a guess as to the present population of the town?" Yes; and to that I replied, about 2,000.
526. I now ask you if you are aware that the population is not one-half of what you then stated it to be? I am not aware of it; I have not seen the Census.
527. As a matter of fact, the Census returns shew the population to be only 1,175, so that you must have been in error in your estimate? It appears so.
528. Let me ask you if all the evidence you have given is equally as consistent with fact as this appears to be? I should almost presume that there are honorable gentlemen on this Committee who know me better than to imagine for an instant that I would state what I knew not to be the fact.
529. I do not in any way impeach your veracity, but I speak only in regard to the accuracy of your data. Are you as accurate in all else that you have stated as you have been with respect to the population of Morpeth? I should hope not.
530. You admit that you made an error in your estimate? Yes, such an error as any person would be likely to fall into upon such a matter.
531. Supposing the proposed line to be formed, what would be the total length of carriage from the Four-mile Creek to the Government line along that line, to the proposed line, and along the proposed line to Morpeth, by the route that must be followed if this proposed line be constructed? It would be about five miles from the coal mine to Morpeth.
532. Along the proposed railway line? Yes.
533. And what is the distance by the common road? About the same.
534. Then there would be no saving of distance by the construction of the proposed line? No actual saving of distance.
535. In what manner will the traffic between Morpeth and the interior be increased by the formation of this proposed line? It will be increased in this manner,—that as the country becomes populated the traffic will be increased, and this line will preserve to Morpeth its present trade, and I presume, add to it as the population and consequently the demand increase.
536. Then you look to this line to increase the traffic as the population increases? We do not look to it so much to increase the traffic as to keep with Morpeth the traffic it at present has.
537. If I were to ship goods at Sydney, for Singleton or Muswellbrook, under the present state of circumstances, there being no Morpeth railway, and I desire that they shall go by rail, would they not do so without going to Morpeth? Of course they would.
538. In what way then would this proposed line increase the Morpeth traffic in goods, seeing that they would always go as ordered? It would be increased just in proportion to the saving in the expense of the two lines, which would be to the extent of 6d. per ton per mile for the twelve or thirteen miles extra that the goods would have to go by rail if landed at Newcastle and sent on thence.
539. What does that observation refer to? To the ordering goods to be sent on from Newcastle by rail.
540. But how could the traffic be increased by the construction of a mere three miles of railway

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* NOTE (on revision):—The boundary of the Town of Morpeth has been circumscribed within twelve months, for police purposes. A few years since, when it was one of the Northumberland Boroughs, it included the greater part of Mr. Close's estate, and the population then was, I believe, nearly seventeen hundred (1,700), and I believe the amount now would be two thousand, provided the old boundaries were adhered to.

J. Campbell, Esq. railway? By the coal traffic, to commence with; and as to the ordinary traffic in goods passing through Morpeth, I do not so much calculate upon increasing that as to keep the trade already there.

- 16 Oct., 1861. 541. You allude to the traffic passing through Morpeth, to goods landed there from Sydney on their way to the interior; that is not a trade, properly so called? Yes; I consider all that passes up the river to be included in the trade of Morpeth.
542. You have said, I believe, in your evidence, that if permission be not given to form this proposed line, Morpeth will, as the northern line extends, be gradually deprived of its trade? I have.
543. To what quarter will that trade be transferred? It will ultimately be transferred to Newcastle.
544. Then if this line be not allowed to be established the present traffic now passing through Morpeth will in the end be transferred to Newcastle? Yes; a portion of it.
545. A large portion? No, not such a very large portion; all the up-country goods.
546. They will be landed at Newcastle? Yes, when the rails extend to any very great distance into the interior.
547. How far will it be necessary to carry the rails before this effect that you contemplate, is produced? So soon as the line gets above Maswellbrook, it will be worth while to send down direct to Newcastle.
548. Do you know the sum that has been expended by the public, in the construction of the line of railway between Newcastle and Maitland? I believe it was nearly £400,000.
549. Do you know the rate of interest on the sum expended by the public paid by the traffic on that line? The money was raised by loan, I believe, at 5 per cent.
550. You misunderstand me—I ask you what interest the traffic on the line pays on the expenditure? Very small. If I recollect rightly, it is something not quite $2\frac{1}{2}$ per cent.
551. Now, seeing that the profits of the line are so small, and that the probabilities are that if this proposed line were constructed it would deprive the Government line of a large portion of the very small trade it now has, would it, in your opinion, be wise in the Legislature to sanction the construction of a competing line? What the mercantile community would do—
552. I am not speaking of them, but of the Government. Do you think it would be wise in a Government, who have expended so large a sum upon the construction of a work that is paying so small a dividend, to sanction the establishment of a private Company, whose object is to form a line to deprive the Government line of its traffic? If the traffic can be conveyed cheaper by the proposed line than by that of the Government, then I say it would be unfair and unjust to the mercantile public, to compel them to use the costly line, when they might have one so much cheaper.
553. Are you aware of the rate of profit paid by Railway Companies in England? I am not; but I believe that there are very few instances where it exceeds six per cent.
554. Taking the average of the railway dividends paid in England, do you know that the rate is not more than four per cent.? I do not, but I know that six per cent. is the highest rate paid.
555. Are you aware of the rate of dividend paid by Railway Companies in France? I am not.
556. You do not know then that they are much larger than those paid in England? I do not. I know nothing about them.
557. Are you aware that the difference in the amount of profit derived from Companies in these two countries, is attributed to the absence in France of that unhealthy competition that exists in England? I am not. I am not read up on the subject of French Railways.
558. Are you aware that the Government have placed on the Estimates for 1862, the sum of £20,000 for the construction of a railway to connect the Great Northern Line with Morpeth? I have read of their intention to do so, in an article in this morning's *Herald*.
559. Is it not singular that the Government should offer to spend so large a sum of money on the work, at a time when a private Company is prepared to construct it? It certainly does look so.
560. From their having done this, would you not be led to infer that the Government regarded this proposed line in the light of a competing line with their line to Newcastle? They may rather have found out their mistake in making the terminus of their line at Newcastle instead of Morpeth, and may now be trying to remedy it.
561. But when the Government steps in and offers to expend £20,000 upon a work which a public Company has offered to construct without a shilling's expense to the State, do you not think that it is rather a singular thing for the Government to do? That is a point upon which the Government ought to give their own opinion.
562. I ask you what your opinion is? It is hardly fair to ask me that.
563. Have you any map or plan of the survey of the proposed line? I have not. The engineer has one and had it here with him yesterday.
564. Are you acquainted with the proposed line? Yes, I have walked over it.
565. Taking a line running south, what is the greatest distance between any point of the proposed line of railway and the nearest point of the existing line of railway formed by the Government? About two miles.
566. Is that the maximum distance between any spot on the proposed line and the spot parallel to it on the Government line? The proposed line does not run parallel with the Government line; but rather runs from it in a triangular form.
567. What is the maximum width of interval between your proposed line and the Government line? The greatest width between the two is at the town of Morpeth, and from the Queen's Wharf to the Government line will be about two miles.

568. Then taking half the distance of the proposed line, say a mile and a half from the Queen's Wharf, and running a line south from it to the Government line of railway, what would be the distance across? About a mile. J. Campbell,
Esq.
569. In fact, then, this line runs very nearly parallel with the Government line? No; it forms, as it were, two sides of a triangle. 16 Oct., 1861.
570. What is the maximum length of a line drawn from Morpeth to a corresponding point on the Government line? About two miles.
571. Then there is only a distance of two miles between the Morpeth line at any part and the Government line? Not more, or at all events very little more.
572. And can you deny that a line running so very near is not very nearly a parallel line? I say that it cannot be a parallel line as it runs off from the Northern line nearly at right angles.
573. Are you aware that by the existing Railway Act any line running parallel to a Government line is not permitted to be connected with the Government line? I am not.
574. If the Morpeth line is not sanctioned by the Legislature are you of opinion that goods will pass along the line to Newcastle, that would not pass along it if the Morpeth line be formed? Yes, when the Northern line is extended into the interior, but not at present. Then a portion of the traffic will come by way of Newcastle, but not before. The Newcastle line has no goods traffic now, or at all events none worth mentioning, except it may be a few baskets of fish.
575. But looking to the extension upwards towards the interior, it would have a traffic that it has not now? Yes, when it is extended up as far as Muswellbrook, but not before.
576. *By Mr. T. Garrett:* That would make it all the worse for this Company? I do not know that. I think it would be all the better for this Company the further the Northern line was extended.
577. *By Mr. Piddington:* To what extent would the construction of this proposed line benefit Morpeth and its neighbourhood—what area would be benefited by it? All the Lower Hunter districts would receive an advantage from it, and all the country of the Williams and the Paterson; an area, I suppose, of about twenty miles square.
578. There is a station on the Government line at West Maitland? There is.
579. How is a settler at the Paterson to be benefited if he can send his goods to West Maitland? It is acknowledged that the cheapest carriage is by water; and if the settler sends to West Maitland he has to go by way of the Falls, and so use his teams over a bad road; and besides, there is no agricultural country between West Maitland and the Paterson; it is all grass land.
580. But about the township, and around Tocal? Yes, from Tocal upwards there is all good land.
581. Would not the produce thence find its way to the station at West Maitland rather than to Morpeth? No; it would find its way to Morpeth, now that they have small vessels drogueing on the river.
582. What proportion of the produce of these twenty miles square finds its way to Sydney, and what is sent up the country? There is not a very large proportion sent up the country in moist seasons; it is only in dry years that produce is sent up the country.
583. On the average of the eleven years you were residing at Morpeth were you satisfied that the country suffered from dry seasons? Yes, we had a very dry season in 1845-6.
584. But taking the average of years? The last ten years have been all moist seasons.
585. Then the produce during that time of the twenty miles square would not find its way up the country? Yes, a portion of it, such as wheat, flour, and potatoes, would.
586. What proportion of the whole produce is sent up the country, and what to Sydney? It would be a very difficult thing to calculate the exact proportion, because it is not to be got at easily. The proportion of wheat and flour might be ascertained.
587. But taking all the produce of the district, in round numbers what proportion goes up the country? Taken in that way the proportion would be no fair criterion of the amount of the up-country trade; because a great portion of the produce of the Hunter is lucerne hay, and that all goes to Sydney.
588. Well, then, restrict your answer to the wheat and other grain sent up the country—what is the proportion? About half the wheat, and one-tenth of the maize.
589. So that nine-tenths of the maize produced in these districts is not sent up the country at all? No.
590. But is sent to Sydney? Yes.
591. From your experience as a merchant there, are you of opinion that the local trade of Morpeth is very large? It is not so very large. I presume you mean the trade of the town itself.
592. I do—what is its amount? I should think that altogether it must amount to nearly £100,000 a year.
593. What data do you rely upon in stating these figures? Upon this fact—that I myself did a business of £40,000 a year when I was there. Calculating the proportion of business that others did there, that fully £100,000 is done there.
594. As you have a correct knowledge of the town of West Maitland, what in your opinion is the amount of trade per annum that is done there, limiting it to that town alone? It is almost impossible for me to give anything like an approximate estimate of it, because Cohen & Co. and Dickson & Co. do very large trades with the interior.
595. But at a rough guess? I should say it was about ten times the amount done in Morpeth.
596. Don't you think that it is very much more? No, I do not think so. I make a rough estimate, but I think it is as near as one can go.
597. In what way would the Maitland trade be increased by the construction of this proposed line

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- line? By giving facilities for the traffic of goods, and by delivering them at a cheaper rate than by the Newcastle line.
598. But you say that no goods go by that line? No, not at present.
599. Then the only advantage Maitland would derive from the line would be, that goods would be delivered there a trifle cheaper? Yes; that and the advantage of having the trade concentrated between the three towns of East and West Maitland and Morpeth. That alone would give a stimulus to the prosperity of Maitland that is wanting now.
600. What do you mean by concentrating the trade? I mean that the facilities of traffic given by this proposed line would make the three towns almost as one.
601. But you spoke of concentrating the trade—in what place would it be concentrated? The railway between the three places would be a concentrating of the three, or very nearly so.
602. I wish to know at which of the three towns the trade would be most likely to be concentrated? I think it would tend to benefit all the three towns.
603. That is not an answer to my question. You say that the trade will be concentrated, and I wish to know where? My idea is, that the construction of this line would give the people of West Maitland living higher up the river, and above the head of navigation, and who may have business to transact at the natural port of the district, facilities of going to Morpeth by the cheap, speedy, and frequent passages of the train.
604. Then your view of concentration is, that the people of West Maitland should remove from thence to Morpeth? No; I do not mean it in that light. What I say is, that the proposed line would give the people of West Maitland increased facilities for attending to any business they may have at the port of Morpeth, by the increased means of traffic between the two places that it would provide.
605. The proposed line would merely enable the people to pass backward and forwards more readily and more cheaply? Yes.
606. But that is hardly to be called a concentration of business? To some extent it is so.
607. *By the Chairman*: It would make them seem as one town? Exactly.
608. *By Mr. Piddington*: But how do you conceive it possible that three towns, so perfectly distinct in every way as are the towns of East and West Maitland and Morpeth, can be brought together in this way? In one sense they can.
609. Only as a railway is superior to a common road—only in that sense? Exactly.
610. And in no other sense? Yes; because they would have means also of getting goods cheaper and more expeditiously.
611. Is there much produce raised in the immediate neighbourhood of Morpeth, on the south bank of the river? Yes, there is a good deal, if you get as far as Miller's Forest.
612. Miller's Forest is hardly to be called the immediate neighbourhood of Morpeth? Does your question refer to the land above or below Morpeth?
613. I allude to the land both above and below Morpeth, on the south bank of the river? Yes, there is a large quantity of produce grown on the west of the line between Morpeth and Maitland; but I suppose there are not above 4,000 or 5,000 acres of agricultural land below the town. The land there is mostly swampy. Then between the line and the river there is also a good deal grown.*
614. But is not that equally as accessible to the Government line as to the proposed line? No. There is no communication with the station, except by the line of road, and that is not often in a good state of repair.
615. To what portion do you allude? To that called Narrow Gut, Howe's Farm, and Eckford's.
616. Is not that as accessible to the Maitland station as to Morpeth? No, it is not, on account of the bad road.
617. But is very nearly as accessible? No; not till you get up to the town of East Maitland, when you get on to the good road.
618. There cannot be much difference, as the whole length of railway does not extend above a mile and a half in either direction? No.
619. Then what advantage would this portion of the district possess with your proposed line, above what it now has in the Government line? In their being able to have their goods trained up to Morpeth, with which all their trade is done.
620. Do none of the people to the east or west of Howe's land send their produce to Maitland? Not those about Howe's, but Eckford's do.
621. Then there is not a fair average proportion of the produce sent to Maitland; all appears to go to Morpeth? Yes, nearly all.
622. Is there not a great deal of very inferior land near Morpeth? Yes; a great deal to the south of the railway line.
623. Does not that inferior land come right down to the river bank at Morpeth? No.
624. Could you grow maize on the high land where Mr. Portus' mill stands? It is not intended to grow maize there.
625. What I mean to say is, is there not a break in the good agricultural land occurring at Morpeth, from a range which comes right down upon the river? Yes, it is mostly all high land, and it was not intended to cultivate it. Yet there is a good black soil on the hills that might very well be cultivated.
626. Is it not a fact, that for the whole distance down along the banks of the Hunter for twenty miles, you will find no inferior land until you get to Morpeth? Except what is in the

* NOTE (on revision):—I may here mention that I was prohibited saying anything about what was grown north of the Hunter, which is twenty times greater than the particular space I was confined to, and the answer does not do justice to the district.

the township of Morpeth itself, I do not know of any really inferior land until you get to the back of Morpeth, between there and the railway.

627. And at the back of the town is there not a great deal of very inferior land, covered almost permanently with water? There is.

628. Then the good land around Morpeth bears only a very small proportion to that which is in the neighbourhood of Maitland? In speaking of the land about Morpeth I do not restrict myself to the south bank of the river.

629. But I wish you to restrict yourself to that bank. What I wish to ask you is, whether, taking the Morpeth side of the Hunter, there is not a great deal of good land about Maitland as compared with that around Morpeth? To give a proper answer I must take a larger area than you desire.

630. I only wish to ask you with regard to the south bank—some other gentleman who supports the Bill will ask you as to the rest. Taking the line of railway as a limit? Taking the back of Morpeth, there is very little good land between that and the railway.

631. Do you know the line to West Maitland? I do.

632. Taking the Government line of railway, is there a similar amount of inferior land from West Maitland, westward of that line? Yes; I consider that there is hardly any good land to be found after once you pass to the north of Stoney Creek.

633. You are now alluding to the north of Maitland, but I wish to know with regard to the west of the Government line bounding it by the Long Bridge? There is perhaps as large a proportion of good land there, but it is all liable to be flooded—it nearly all consists of swamps.

634. Is there the same proportion of swampy land as is to be found near Morpeth? Yes, I think there is. Some of them are very extensive; Hangerford's Swamp, for instance.

635. Are they as extensive as Close's Swamp and Wentworth's Swamp? The latter is rather to be taken as part of Hexham than of Morpeth.

636. Does Morpeth supply the town of Maitland with potatoes? No; they get their supply from their own district.

637. From the good land in their own neighbourhood? Yes.

638. You admit, then, that there is some good land there? Yes, no doubt of it.

639. Is there any jealousy existing between the two towns of Maitland and Morpeth? No, not particularly.

640. Is not Morpeth a mere stopping place for steamers, with really very little actual local trade? All the trade of the northern and north-western interior passes through Morpeth.

641. Yes, but it passes through it like water through a pipe? No; there is a very large trade with the interior done by the merchants and storekeepers of West Maitland in particular, and all that passes through Morpeth; it is all done through Morpeth.

642. But it is a trade that merely passes through Morpeth, and does not spring up in it? Being conducted through Morpeth, I regard it as part of the traffic of the town.

643. You cannot regard Morpeth as the source of the trade, since it is nothing more than the conduit through which it passes? It is the head of the navigation of the Hunter, and the port through which all the traffic of the interior districts is received. Both the Steam Companies have their warehouses and wharves there in order to give facilities for this trade.

644. What I wish to ask you is, not as to what facilities for trade are given, but whether Morpeth is not merely the conduit for the traffic of the northern and north-western interior to pass through—whether, in fact, it is not a trade that does not originate in Morpeth? A great proportion of it does not originate there.

645. A very large proportion of the trade originates in Sydney and other places? I am not aware of any other places having a trade with the northern interior.

646. At all events the trade does not originate in Morpeth? Not a great portion of it.

[P. Garrett, Esq., in the Chair.]

647. The proposed Company who now seek for this Bill will require to possess lands, in order to construct their line? They will.

648. Do they possess any lands at present? They do. They have a great portion of what they will require, but not the whole.

649. How have they acquired what they now have? It has been a free grant from the persons over whose property the line passes.

650. Do you expect that you will be able to get all the land you will require for the line in the same way? No, not all. We knew from the first that we should have to buy some portions of the land.

651. That land which the Company now possesses, is it that which they expected they would have to buy—or is it that which from the first they calculated upon having made over to them free? It is not that which they have always reckoned that they would have to purchase.

652. Have you any idea of the sum that will be demanded for that part which they will have to buy? I have no idea whatever.

653. You know that in such cases very large sums have often to be paid for land? I am aware that people are sometimes very unreasonable in their demands, especially when they have a public company to deal with.

654. Have you any idea of the proportion that the sum which will have to be paid for land will be, as compared with the subscribed capital of the Company? I have no idea; but the real value of the land we shall require will not come to much.

655. The owners may have a different notion to you as to the value of their land? Yes; I have said that they are often very unreasonable in the value they fix.

- J. Campbell, Esq.
16 Oct., 1861.
656. What is the subscribed capital of the Company? £25,000.
657. Into how many shares is it divided—into 5,000 shares of £5 each? Yes.
658. How many of these shares have been subscribed for? I cannot tell you exactly, but you will get that information from the Secretary.
659. Did you ever know of a Railway Company in England coming to the Parliament for an Act of Incorporation, with scarcely more than half the number of their prescribed shares subscribed for? I am not acquainted with the mode of working public companies in England.
660. Do you know what proportion of the shares now subscribed for has been paid in cash? I do not know of my own knowledge. All I know is that I have paid mine.
661. But is it not an extraordinary circumstance for a Company, whose prescribed number of shares, according to their prospectus, is 5,000, to come to the Legislature for an Act of Incorporation with only 3,000 shares out of the 5,000 subscribed for? I do not consider it either extraordinary or unprecedented, as we have seen the same thing in other instances.
662. Where? When the Newcastle Railway Company was formed, only 2s. 6d. a share was paid when the application for the Bill was made.
663. You have said, however, on your former examination, that you looked at that Company as a job throughout? I did say so, and say so now.
664. Do you wish to cite that as a precedent for the present Company? No, I do not.
665. Then you have been unlucky in your selection of an authority? But there was also the new Hunter River Steam Company. When that was started only 2s. 6d. a share* was paid up when application was made to the Legislature for an Act of Incorporation.
666. I will put it in this way, then—do you consider it to be a correct principle for the Legislature to grant any Company an Act of Incorporation, when little more than one-half of the prescribed number of shares has been subscribed for? With the amount of capital already subscribed I think there is an excellent guarantee to the public that the railway will be made if the Act of Incorporation is obtained. There cannot be a better guarantee than the names of those who have subscribed for the shares; they are all substantial men; there are no men of straw amongst them.
667. But allowing them to be all substantial men, they have only subscribed for a number of shares equal to very little more than one-half of the total number required? I know many that will subscribe for shares when the Bill is passed. The people of this Colony, and particularly those men who deal in shares, always prefer to come into a Company when all the preliminaries have been settled.
668. Then the stock jobbing community generally, in your opinion, prefer to have everything done to their hand prior to joining a Company? They do.
669. Why? Generally speaking, they do not wish to have their money lying idle, waiting unproductive whilst a Bill is being passed through Parliament. When the Bill is once passed they know that their money will be placed at use and profit.
670. Then you think, in fact, that there are some persons looking forward to this Bill being passed into law, in order to make speculative purchases of the stock of the Company? No, I do not say that; but I say that they are lying by, because they dislike to have their money lying unproductive.
671. Have you not alluded to certain persons, and amongst others to stock jobbers, who were lying by until this Act was passed, to purchase this Company's stock? What I said was, that this class of persons always do so.
672. What makes you think so? I do not think so, for I know, as a general rule, that the class of persons who buy shares, prefer to have all preliminaries settled before they invest.
673. I ask you then, as a matter of fact, where there are any persons who ordinarily deal in shares, waiting for the passing of this Bill to purchase stock of this Company? I am not aware of any of that class, but I know of several persons who are not dealers in shares, who are waiting for the passing of this Act in order to purchase.
674. You are not aware of any dealers in shares waiting to take advantage of the passing of the Bill? No; but those who do deal in shares always object to purchase in a Company until the Act of Incorporation is passed.
675. Do you think that the farmers in the neighbourhood of Morpeth would be likely to transport their produce to the Western Gold Fields if this proposed line were carried out? I do not think they would; there could hardly be any inducement for them to attempt such a trade, as there is some very rich land about the neighbourhood of the Western Gold Fields, and they grow now as much produce there as will supply their own demands.
676. You stated in your evidence a short time back, that upon one occasion potatoes were 20s. per cwt. at Muswellbrook, when they were only 5s. per cwt. at Morpeth? I stated that I had been so informed.
677. Would the construction of this line tend, in your opinion, to equalize the price between the two places? I think so.
678. What was the price of potatoes at West Maitland, when they were 20s. at Muswellbrook? They were from 5s. to 8s. at Morpeth.
679. But at West Maitland what was the price? I cannot say.
680. You say they were 20s. a cwt. at one place, whilst they were only 5s. per cwt. at the other, and I want to know if there was any difference of price at Maitland? There is not any very great difference in price between Maitland and Morpeth.
681. Was there 1s. per cwt. difference? Something of that sort—just about the cost of carriage.
682. Not more than 1s. per cwt. however? No, not more.

683.

NOTE (On revision):—Instead of 2s. 6d. a share, say 25s.; remainder by bills, at 3, 9, & 18 months.

683. Then what possible advantage could there be derived from the construction of a line between Morpeth and Maitland, seeing that produce can now be had at the same rate, with the cost of carriage added? There would be this advantage, that it would place the people of Morpeth on an equality with the Maitland people.

J. Campbell,
Esq.
16 Oct., 1861.

684. And that I presume is all you wish? But besides that, it would tend greatly to facilitate the traffic of the country. I do not wish, and I am sure the Company do not wish to go upon this narrow ground, of advantage to Morpeth only.

685. You wish, however, to see the people of Morpeth placed on the same footing of advantage as the Maitland people? I do.

686. And is that your view of the public advantage that is to be conferred by this Bill? No, it is not.

687. But the extent of advantage that the line will confer being that it will place Morpeth upon the same advantageous footing as is now held by Maitland, it appears to me that, according to your evidence, the advantage will be to the people of Morpeth alone? My view is this—the whole trade of the interior passing through Morpeth and Maitland, not only will these two towns benefit by the line, but the whole interior also.

688. You have said, however, that the great advantage of the line would be that it would place Morpeth in the same advantageous position? Yes; and I should have added that it would give to Maitland all the advantage that Morpeth now has from being the port of the district.

689. And is that your view of public advantage? No; my view of public advantage is the advantage that would accrue to the Colony at large, by reason of the settler in the interior being able to receive his supplies through the head of navigation, at a less rate than he could get them through Newcastle.

690. When you speak of the Colony at large do you allude to the people of Sydney? No. I allude more particularly to the producing public of the interior.

691. And not to the people of Sydney? No.

692. Are not the people of Sydney nearer to Newcastle than to Morpeth? They are.

693. And is it not nearer for them to send their goods to Newcastle than to Morpeth? It is; but in telling you so, I must, of course, explain that water carriage is always cheaper than land carriage.

694. But there is water carriage from Sydney to Newcastle as well as to Morpeth? There is.

695. The only carriage for goods between Sydney and Newcastle is by water? Yes; and in that respect Newcastle is of course the nearest.

696. What additional number of acres of land around Morpeth will be brought into cultivation if this proposed Bill be passed, that will not be cultivated if the Morpeth line is not sanctioned? I do not see that the passing or otherwise of this Bill will at all interfere with the cultivation of the land around Morpeth. There will not be much more land than there now is under cultivation, until we have some good Drainage Act brought into operation.

697. I have not asked you about a Drainage Act; I refer solely to the operation of this Bill, and ask you what number of acres would be brought under cultivation that will not be if this line is not sanctioned? If I answer you, it is only just to myself that I should be allowed to give an explanation of my answer.

698. All I want is a simple answer to a simple question—Will the refusal to pass this Bill prevent any land in the neighbourhood of Morpeth from being brought into cultivation? I am not aware of any.

699. *By Mr. Buchanan*: But if a good Drainage Act were passed, a very large portion of land would soon come into cultivation? It would.

700. *By Mr. T. Garrett*: If there was an increased demand for produce, would not that hold out an inducement to the people to drain? No doubt it would.

701. *By Mr. Piddington*: Do you suppose that the Government would permit the trucks of this Company to run upon their line? I presume they would, if an arrangement were made for permitting them to do so.

702. You think they would allow it, even though the 99th clause of the Railway Act particularly prohibits it? I have not read the Railway Act, and cannot give an opinion on the point.

703. *By Mr. Buchanan*: The proposed Morpeth line does not, however, run parallel to the Great Northern line? No; it forms an angle with it. It is more like the two sides of a triangle.

704. *By Mr. Piddington*: But the maximum distance between the two is not more than two miles,—that is the evidence you have already given? I have.

705. *By Mr. Dalgleish*: You are a shareholder in this proposed Company? I am.

706. Are you a shareholder in either of the two Steam Companies? I am not.

707. Have you any knowledge of how this proposed Railway Company was first called into existence—I mean as to who the parties were who first mooted the matter? There is a list of the Committee in the evidence given last year. It originated, however, with a few inhabitants of Morpeth and West Maitland.

708. It originated with residents in the district? With them principally. The list shews the greater part to be residents of Morpeth and West Maitland, and the neighbourhood. There is one resident of Parramatta, one or two of Sydney, and one or two others, but they are all gentlemen interested in the district.

709. On the last occasion that this Bill was before a Select Committee of the Assembly, there was not the slightest doubt but that each of the shareholders in this list was in such a state of affluence as to be able to meet any call that might be made on him—is that the case now? If you refer to my evidence I may say that I was not asked in respect to the solvency of the shareholders. It was Mr. Cohen who gave evidence on that point, and he said he

knew

- J. Campbell, Esq. knew the parties about whom he was questioned; but the whole list was not gone over when I was questioned.
- 16 Oct., 1861. 710. If you refer to questions from 293 to 299 of Mr. Cohen's evidence, you will see that with regard to the names there mentioned, he says that he had not the slightest doubt; but that all these persons were able to meet all the engagements of the Company. There was not then the slightest doubt about their affluence? Not the slightest.
711. Are all those parties in the same position now? Yes, I believe so.
712. Look over the list there given, and see if there are any of them about whom you have any doubt? Yes; I believe them all perfectly capable of meeting their engagements.
713. All? I do not know one of them that is not.
714. You are acquainted with the Hunter River at Morpeth? I am.
715. And with the district around it? Yes.
716. Do you know the width of the river at Morpeth? Not exactly; but I should suppose it to be about 100 yards wide. I know it must be nearly as wide as that, if not quite; because the "City of Newcastle" swings there quite easily, and she is a long boat; though the new boat the Company has just launched is 25 feet longer than her.
717. And will she be able to swing at Morpeth? Yes.
718. So that there is just about room, and nothing to spare, for the steamers to swing? No, they swing easily now.
719. How much room have they to spare? It is impossible for me to say exactly; but there are two ways of swinging a vessel, by hand and by steam. You can swing them by hand in far less space than by steam.
720. How do they swing the boats at Morpeth? They usually do it by steam.
721. It takes twice the vessel's length to swing her? Yes.*
722. You know the length of the "City of Newcastle"? Yes; she is 100† feet in length.
723. And requiring twice her length, is there much room to spare? Oh, yes; a considerable space.
724. Are there fifty feet? Yes, and a hundred.
725. So that the steamer would require 200 feet, and there are 100 feet to spare? Yes.
726. And that makes the river 100 yards wide? Yes.
727. So that, knowing the length of the steamer, and the space required to swing her, you are able to guess at the width of the river? Yes.
728. In what way do you consider that the rivers Williams and Paterson would benefit by this proposed line from Morpeth and Maitland? I consider that the facilities that would be thereby given to them for doing business would be greatly increased, since it would open to these people the Maitland market as well as the Sydney one; and this would be a very great advantage to them, as they now have only the Sydney market for their produce.
729. Is the Maitland market closed to them at present? Not closed, but difficult of access; as after reaching Morpeth they have five miles to go with their produce over a very bad road; and this railway will very materially shorten the time that will have to be occupied, whilst the distance is less.
730. These rivers, I believe, are very winding? The navigable portion of the Williams is not so, neither is the navigable part of the Paterson; that is, they are not particularly winding. The Hunter, however, is a very winding river.
731. In what way do the products of these rivers reach Morpeth and Maitland at the present time? The produce of the Williams is principally cedar, and that is generally rafted to Morpeth. It is cedar, tobacco, and produce of that class, which principally goes up to Maitland.
732. Do the tobacco and hay produced on the Williams go thence by way of Morpeth to Maitland, or does it find its way to Sydney? The tobacco is principally sold in Maitland.
733. For sheep-washing purposes? No; there are several tobacco manufactories there.
734. And with regard to the other produce of these rivers, how does it reach market? By steam.
735. The whole of it? Yes, the whole.
736. Direct from the Williams? Yes.
737. Then a railway between Morpeth and Maitland would hardly be a benefit to the Williams? Yes, because it would give them facilities for an upward traffic that they do not now possess; by enabling them to get their goods readily, and without loss of time, to the upward market as well as to Sydney.
738. That is an advantage that it would take considerable time to develop, since a market would have to be made there for their produce? Once give them facilities for traffic and a market would soon spring up.
739. I suppose the same remark applies to the Paterson that you have already made in regard to the Williams—that no immediate and tangible benefit would be derived from the construction of this proposed line? They would have this advantage, that by the railway coming right down to the head of navigation, and meeting the water carriage, they would get facilities which they do not now possess for sending their goods into the interior, if a demand for them existed there. They would have the choice between the up-country and the Sydney market.
740. In what way would the proposed line benefit those farmers who lived nearer to Maitland than to Morpeth? It would benefit them by enabling them to ship their produce to Sydney, when they required to do so, cheaper than they now do.

741.

* Revised:—It takes more space to swing by steam than by hand.

† Revised:—Say about 220 feet in length.

741. In what way would they be able to send it cheaper? By rail.
742. Do you propose then to have any intermediate stations on your line? No; it is not proposed to have them at present.
743. Is it proposed, then, to lay down tramways to the farms? No.
744. Then how will the farmers who are equidistant between the two stations, living at the same distance from either terminus, be likely to be benefited by your proposed line? If they are equidistant from the two, they certainly will not derive any benefit from it.
745. Suppose a farmer to reside somewhat nearer to Maitland, would he derive any benefit from it? Then of course he would go to Maitland.
746. In that way he would gain nothing from your line? Yes, he would obtain facilities for sending his produce to Sydney.
747. As I understand it, your argument in favour of this line is all based upon the increased facilities that will be given for sending produce to the north and north-western interior in time of scarcity? It is, to a great extent.
748. Then, to the farmer who resides within a mile and a half of Maitland, your proposed line will offer no advantage, in so far as the increased facilities for reaching the northern markets are concerned? No; because if he is equally near to Maitland as to Morpeth, he will of course go to Maitland and save the railway toll.
749. Would it be of any advantage to a farmer to send his produce to Sydney by this proposed line, supposing him to live equidistant, or nearly so, from both termini? No, it would not; because on a mere three miles line, a man who has to send in produce a mile and a half either way may as well take it to where it has to go, and so save the railway altogether, as take it the same distance on the other side, and then have the railway toll to pay.
750. Where the whole distance that the produce would have to go is only three miles, do you think it would be worth a farmer's while to cart his produce even a quarter of a mile, in order to reach a railway, seeing that the cost of carting for the three miles would be but a trifle over that for the quarter of a mile? That would in a great measure depend upon how the man was off for horses.
751. Imagine him to have as many horses, carts, and men, as are necessary to enable him to pursue his usual avocations, and suppose him to have a load of grain or other produce to send to market,—do you think that he would load up his dray, take his load half a mile to a station, unload it, and change it from his dray on to the railway truck, then have to wait the time of starting of the train, or perhaps the convenience of some petty official; or would he take it direct the whole two miles and a half to the port of shipment or departure, whether it be Morpeth or Maitland? If the charges were not such as seriously to interfere with his profit on the articles, I think he would take advantage of the rail.
752. Putting the charge at 2d. per bushel,—that would not be excessive? No.*
753. Would he prefer the rail to using his own teams? I think he would.
754. Is not the principal expense of carriage for short distances the loading and unloading of the goods, and will not these and the cost of storage always operate against the success of short lines of rails? No, I think not; for the strongest argument in their favour is the very great expense of carriage by drays.
755. How many miles an hour will a dray travel upon ordinary roads? On an average, I should say from two and a half to three miles an hour.
756. At what expense per hour for the man and his team? I know of carriers between Maitland and Morpeth who are making their two loads a day each way.
757. That is not what I wish to get at,—I want to know the expense per hour of a man and a team of horses on the road? If you want to hire a horse and dray, the price in Morpeth for a horse, dray, and driver,† is 17s. 6d. a day.
758. That estimate, however, would hardly apply to the farmer who has to cart his own produce? I am looking at the ordinary price of carriage.
759. And that is not the question I am asking you;—what I wish to know is the value per hour to the farmer for his men and team? I can only answer that 17s. 6d. per diem is supposed to be the commercial value of a man and a team of two horses.
760. You admit, however, that the proposed line is of no advantage to parties centrally situated between Morpeth and Maitland? That I quite admit.
761. And the same answer would refer to persons living centrally between the two lines of railway, or in any position where their farm was at as great a distance from the station as from Morpeth? Yes, of course. Parties living at the same distance from either end of the line would find it the same to send their produce to Morpeth at once, as to the station; besides which there would be the saving of railway toll.
762. How is the produce along the river at present collected? By small steam vessels, and by a few sailing vessels, acting as droghers.
763. And they are employed for the special purpose of getting the produce from the settlers farms to the Steam Companies wharves? Yes.
764. Where is it destined for? For Sydney, of course.
765. In what way? By the Steam Companies vessels.
766. It pays these Companies, then, to send these vessels for produce even though the river route is so very circuitous? They do not travel far up the Hunter, between Morpeth and West Maitland. The river is not navigable higher up than Dunmore. It is principally on the Paterson and Williams, and up and down the Hunter that they are employed; and they make a charge of 6d. per bale for hay, which is the chief produce sent.

767.

* Note (on revision):—My answer was, Yes.

† Revised:—Two horses in a dray, with a man to drive.

- J. Campbell, Esq.
 16 Oct., 1861.
767. Does all the produce of the Paterson and Williams come down for shipment to Morpeth? No; there is a proportion of the Williams traffic that is carried to Raymond Terrace.
768. Does any of the river traffic of the Paterson go to Raymond Terrace? No; it all comes to Morpeth.
769. There is some very rich land at Miller's Forest,—where does its produce go? Part of it to Morpeth.
770. Does the larger portion of the produce of the Williams come to Morpeth or to Raymond Terrace? That I am not prepared to say.
771. The district, however, is very productive; the land being very rich and prolific? It is.
772. At what part of the river is the chief cultivation carried on,—is it high up or low down the river? The greater part of the produce is grown above the navigable portions of the river.
773. Above Clarence Town? Yes.
774. Steamers, I believe, come up to Clarence Town to receive it? They do.
775. And take it direct to Sydney? Yes.
776. So that the proposed line of rails from Morpeth would have very little influence upon the price of produce in that locality? It would have an influence on the wheat, tobacco, and maize produced there, by making the up-country market available.
777. As a general rule, is the price of wheat higher in Maitland than in Morpeth? There is this to be said, that there is a far larger number of millers in Maitland than there are in Morpeth; and there is consequently more demand in Maitland.
778. The price of wheat, however, is pretty equal in both places? Yes, tolerably so; there is not very much difference in price.
779. Is the country in the vicinity of Maitland a wheat producing district? Not in the immediate vicinity. There is a good deal of wheat, however, produced on the bank of the river about Lochinvar.
780. That is to the north of Maitland? It is.
781. And would, of course, find its way to the nearest station on the Northern line? Exactly.
782. And would come to Maitland without any reference to Morpeth? Yes.
783. That being the natural outlet of that part of the country? Yes, it would all come to Maitland. At the present time all the produce of that part of the country is sold in Maitland.
784. Is that district sufficiently productive to supply all the wants of the districts of the interior which you have mentioned as being occasionally subject to drought? No, not at present.
785. Are there not a sufficient quantity of good land for the purpose? Every inch of good land in the locality is now under cultivation.
786. Then there is no more land in that particular locality that is worth cultivating—there is no good land left? There may be places here and there in patches; but the great bulk of the good land is now under cultivation.
787. However, what is grown there will find its way to the north—to those districts which you say have to pay so expensive a price for agricultural produce? No; under any circumstances, I think it would find its way to Maitland in the first instance. The wheat I am sure would, as it would go to Maitland to be manufactured into flour, even though the flour had to be sent back again along the line.
788. Then this traffic would not, under any circumstances, offer any encouragement to the proposed line between Maitland and Morpeth? No, certainly not. The traffic is above Maitland altogether, and has nothing at all to do with Morpeth.
789. Then, though you use it as a strong argument in favour of your line, that the produce of the district will find its way up the country, yet you shew that those now residing on the up-line actually send their wheat down the line, is not this rather against your position? No, and for this reason;—There are a number of millers in Maitland, some five or six, and consequently the wheat growers have considerable competition in the market. On the other hand, as you get higher up to the north, there is no market, and certainly no competition. Now the producer will always send his produce to the market where he will find the greatest competition for what he has to sell; and that is the reason that wheat is sent to Maitland to await in the hands of the miller the order for its despatch to the interior when the demand arises.
790. But surely the saving in sending it up direct, rather than to Maitland and back, must be considerable? Not very great; the distance from Lochinvar to Maitland is only seven miles.
791. Then am I to understand you that the real cause of the potatoes you have spoken about being so high in Muswellbrook is, that there is no competition there? No; it is rather because there is no other carriage there than a long and tedious land carriage, and the trade is consequently in a few hands.
792. You are of opinion, then, that the only difference between two places in the price of an article should be the cost of the carriage between them? Yes, that is my opinion.
793. Do you consider it a valid argument in favour of railways, to quote the difference in price of these potatoes, seeing that the difference is very much in excess of the cost of carriage? It shews this, that there is only a very restricted consumption of this article at the particular place, and that this consumption would be very largely increased if the article could be supplied at a cheaper rate than at present.
794. What is the principal trade of Morpeth? In what way?
795. I mean, what does the trade of Morpeth itself principally consist of? A general trade. They are all general stores, the same as all country stores.

796. Do they deal in the products of the district? No. I am alluding now to the parties ^{J. Campbell, Esq.} in business—to their wholesale and retail trade in supplies.

797. That is, supplies for the town and its immediate neighbourhood? Yes; and for up-country too. We do some business with the interior as well. 16 Oct., 1861.

798. Do you consider that Morpeth is eligibly situated as the site for a town? I do.

799. How do you account, then, for the want of progress and improvement in that town as compared with others; and how is it that it has remained in that very stand-still state; and supposing it to have all the advantages that it is said to possess, how does it happen that it has not increased in the same proportion as other towns? It is accounted for very easily. In the early days of the Colony, when the township was first formed, on account of its eligibility of situation, at the head of the navigation, the whole of the land was in the possession of one person, who would only let the land on lease.

800. Was it a private township? Yes; and the proprietor, Mr. Close, would not sell any of the land, but would only let it out on building leases. In consequence of this, many persons who would have settled there, objected to do so in that way, as they naturally desired to build only on freehold land of their own.

801. Does that cause at present influence the state of decay, or rather I should say, the want of improvement in the town? I do not think that there is any want of improvement in the town at present. I have just been up there, and I have seen several buildings in course of erection; and there is not a house unlet there now.

802. Does Mr. Close pursue the same system now as he did formerly, in regard to his land? No, he sells it now, and has done so for the last seven years.

803. Then during the past seven years, has the town progressed? Yes; there has been a very great improvement in building, both as regards the number and the appearance of the houses.

804. To the same extent as in the town of Maitland? No; it is not so large a place as Maitland, and of course there have not been so many buildings erected; but I consider that, regarding the population of the two places, there has been an increase in Morpeth to a proportionate extent with Maitland.

805. In what way do you consider that the railway going north from Newcastle through Maitland, is calculated to injure Morpeth? It will not injure Morpeth at present, but when it is extended sufficiently far into the interior to induce parties to send their produce direct to Newcastle for shipment, the produce will all go there, and so Morpeth be injured, by being deprived of the traffic it now receives.

806. You think that when the line of rails reaches further into the interior, the traffic will follow its natural course? No; I should say rather that it will be diverted into an artificial course.

807. Will you explain how it is that you make out the course of traffic that will then be pursued to be artificial, and how you shew that at present followed to be natural? It is not likely that persons having their produce loaded up at Muswellbrook would have them unloaded at Maitland, to be again loaded and carted to Morpeth for shipment, when they could get them taken down direct to Newcastle without shifting.

808. And that is your distinction between a natural and artificial course? I consider the course the traffic now takes to be the natural one; whilst the construction of the Northern line is making an artificial course.

809. *By the Chairman:* In fact, you regard the natural course as that along which the traffic has for so many years proceeded of its own choice? Yes.

810. And you look upon that as artificial which, by holding out inducements for the traffic to pass, seeks to divert it from the former channel? Precisely.

811. *By Mr. Dalgleish:* Presuming that it is so, and that heretofore Morpeth has been the natural outlet of the district, do you consider that there exists now the same cause for calling it so as has existed hitherto? I do; for now, even with the advantage of the railway, goods sent down the country for shipment to Sydney arrive at the port of shipment 13 miles short of that to which the railway would take them, and so save a corresponding amount in carriage to the public.

812. In what way can this possibly cause a saving? In this way;—Supposing the railway toll to be 6d. per ton per mile, and that 13 miles are saved by sending goods to Morpeth instead of to Newcastle, the saving would be 6s. 6d. per ton, the charge for freight being the same whether the goods are shipped at Morpeth or at Newcastle.

813. How do you follow out the argument? I have concluded it. I consider I have shewn all that was necessary, in proving a saving of so much per ton on the railway charges, the freight being the same at either port.

814. Is that a usual thing, to charge the same freights from Morpeth as from Newcastle? It is; it has been the rule for some time past.

815. But surely that is against all the rules of trade? Against ordinary rules it may be; but as regards the steamers, I consider that under the present arrangements it costs the steam Companies actually more to land goods at Newcastle than it does to land them at Morpeth?

816. Will you explain how this happens? Why, the whole trade of the interior could be very well done by two boats only; they would be amply sufficient for all the ordinary requirements of the trade. Now there are some six or seven, and as these are all kept running it is necessary to pay their expenses, so they have to be filled up with the produce grown on the river and in the neighbourhood of Morpeth, and to obtain this the boats must of necessity come up to Morpeth.

817. And this produce has to be droghed to the point of shipment? Yes; to induce a traffic, by giving the settlers every facility for it.

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818. Would not the same facilities for traffic be given by the droghing vessels taking the produce they collected to Newcastle, to Raymond Terrace, or to some other point on the river? No; I do not think so.
819. Why? Because the Companies have now at Morpeth so many facilities for the traffic, in the way of stores for the produce, and many other things. They have expended very large sums in making their wharves and stores as complete as possible.
820. But do you consider that is a point that ought to be taken into account in a great national inquiry? I think that it ought to be taken into account in the present instance, and that a comparison ought to be made between the conveniences offered at Morpeth and those at Newcastle. I do not suppose that if there were 300 tons of hay landed at Newcastle to-morrow, there is so much as a shed large enough to store them in. The Steam Company have lately built a very fine store, large enough to hold this quantity of hay.
821. Do you consider the fact of the Steam Company having recently built a very fine store as an argument why the traffic should continue in the present direction? No, not exactly; but so long as the two Companies have the facilities they possess, whilst Newcastle has them not, and so long as the steamers go up the river to fill up, so long will Morpeth be the more natural place for goods to come to.
822. So long as the vessels go up the river,—and yet send vessels droghing down the river to the different farms collecting produce, which you then take up the river, in order that you may take it down again? The object of these droghers is this:—The roads over all these alluvial lands near the edge of the river are very bad, and often impassable; the droghing vessels are therefore sent round to take the produce from the settlers doors, thus saving them from the heavy task of having to cart it over such roads to town.
823. Do you know any valid reason why the droghers should not be able to carry goods as cheaply to any other point on the river as to Morpeth? Yes; Morpeth is the nearest port of shipment, and therefore goods can be taken there cheaper than elsewhere. It is by a long way the nearest for the produce of the Paterson.
824. How high up the Paterson do the droghing vessels go? Somewhere about Hickey's place. I know they bring produce down from Hickey's.
825. Then for the great bulk of the Paterson produce, Morpeth is the entrepôt? It is.
826. What distance is Hickey's place from Morpeth, by the river? About five miles.
827. You have stated that at Newcastle there are no sheds in which 300 bales of hay can be stored;—now I wish to ask you whether hay taken to Morpeth is stored under cover, or whether it is left on the wharf, being merely covered with a tarpaulin? At Morpeth it is placed under cover—the whole of it.
828. Yet it is always brought up as deck cargo by the steamers? No; it is nearly always brought up under hatches.
829. Are you sure of that? Yes, I think so. I do not remember seeing any as deck cargo since the time of the old "Rose" and "Thistle."
830. You are not a member of either of the Steam Companies? I am not.
831. You cannot say then whether it pays the boats to carry hay? No, I cannot; but I should hardly think they would take the trouble they do to get it as loading if it did not pay.
832. In what way has Morpeth suffered hitherto from the line of railway going north from Newcastle; and in what way have the two Maitlands suffered by the same line? I do not think that up to the present time the two Maitlands have suffered by the construction of the line; but ultimately, there is no doubt but that the whole trade that now goes down the river will be diverted to Newcastle, that is, if this line be not made.
833. I find in your evidence given last Session, that a question was asked you, No. 162,—“But be the extent greater or less, has not the effect been that the railway to Newcastle constructed with the public money has caused an artificial drawback to what should have been the steadily increasing prosperity of Morpeth?” To that question the reply given was—“There can be no doubt about that. And not only has Morpeth suffered, but the two Maitlands also; all these places have felt the ill effects of the line.” How do you reconcile that with your present statement? I may observe with regard to the evidence there given, that I had no opportunity afforded me of reading it over at the time, in order to correct it; but I think that my meaning in the answer given was,—more than the two Maitlands would be likely to suffer as the line extended, than that they actually suffered now. In fact, the general tenor of my evidence throughout would put that meaning upon the answer. If you refer to question No. 160, you will see that I say there, that “up to the present time the railway has not done so much injury to Morpeth, as it would have done had it extended further into the interior.”
834. That answer will certainly bear the construction you put on it; but in saying that it has not done “so much injury,” you infer that to some extent it has been injured? No doubt it has.
835. In what way, then, has Morpeth suffered injury by the construction of this line? In the first place there used to be a very large passenger traffic by the steamers to Morpeth, but since the line has been opened to Maitland that has been all done away with; for now, instead of persons coming into Morpeth and stopping and spending their money there, they land at Newcastle, get into the train, and go right on to Maitland.
836. Is that an injury to the public in general? To the Morpeth public it is.
837. But I mean to the general public—to the public who travel and pay? No, it is not an injury to the great body of the public.
838. Is it not an advantage rather than an injury to the general public? No doubt it is.
839. The loss to Morpeth has been the public gain? It has.
840. And should the Great Northern line of the Government be extended into the interior, the goods traffic will most likely follow the passenger traffic? I think so.

841. And this proposed Morpeth line is an attempt to divert the goods traffic from the course that it would otherwise pursue, which is to Newcastle? No; it is merely intended to keep the traffic in its present course; not to divert it, but to prevent its being diverted from its present channel.

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842. In fact, to prevent the good arising to the community from the extension of this line that should accrue to it? No; I think we are consulting the good of the community by the construction of this line, since we cause a saving of expense on the cost of traffic.

843. What is the charge to the community now for goods carried on the Great Northern line? I believe it is 6d. per ton per mile.

844. On the whole distance from Newcastle to Maitland? Yes.

845. And the steamers charging no freight between Morpeth and Newcastle, you anticipate that there will be a saving to the public by using your line? I do.

846. *By the Chairman:* However that may be, the public are the best judges of what is for their own interest; and if they find the road by Morpeth the best and cheapest, they will use it? They will.

847. Whereas if they discover that the road to Newcastle is the best, they will go by that? Yes, whichever they find to be the most available they will take.

848. *By Mr. Dalgleish:* Do you consider the gentlemen named in the present Bill, who have asked for this proposed line of railway, as the public? I consider them to be a very fair representation of the Hunter River public; there are men of all trades and professions amongst them.

849. *By the Chairman:* Do you think that the House, who last Session decided that they should have this Bill, regarded these gentlemen as a fair representation of the public? I do.

850. *By Mr. Dalgleish:* Did the Assembly last Session give an opinion in favour of this Bill? Yes, by carrying the second reading by a large majority. That was giving an opinion in its favour, according to my view.

851. You consider, then, that giving the Morpeth people a right to construct this proposed railway is only giving them a fair chance to compete with the Great Northern line? I think it is giving them the chance to avail themselves of the great natural advantages of their position, to the fullest extent.

852. That is, to compete with the Northern line? I cannot call it competing when we are merely keeping the trade we have already got.

853. You are however afraid, that as the line goes into the interior, the goods traffic will find its way to its natural outlet at Newcastle? I call Newcastle the artificial outlet, as it is an outlet formed artificially by the line of railway.

854. I see in your evidence that, in speaking of the Great Northern Railway, you spoke of its establishment as a job? Yes, it was so in the first instance.

855. What is your opinion of the line as it now exists; is it a paying line? I do not think it can be a paying line.

856. What do you think are its prospects in the future? Not very bright.

857. Have you any knowledge of the improvement that has taken place on this line, as shewn by recent traffic returns? No; I have no knowledge on the subject.

858. So that you do not know whether the scheme is an ill-advised one or not? No; but I think, if I remember rightly, that some time ago I saw some returns from Captain Martindale, in which only a very small return was shewn upon the outlay.

859. Will this junction of the steamers with the Great Northern line, by means of this proposed railway, be calculated to increase the traffic on the Government line? It will increase it on the line above Maitland, but certainly not on the line below it.

860. On the contrary, the opposite will be the case as far as the Newcastle end of the line is concerned? Yes, I will admit that it will be so.

861. Do you think that it will pay to carry hay and vegetables on the line to Singleton? Yes, I think so.

862. Do not these articles grow in the country around Singleton? Not much.

863. Is there any very great demand for them there? Yes, very fair.

864. Is that part of the country not adapted for growing hay? Not generally.

865. Nor for growing grasses suitable for haymaking? No, not generally; though there may be some portions of land on the banks of the river where hay might be grown.

866. Then were the demand for these articles to increase there, would there be any corresponding increase in the production—such an increase as would meet the demand? No, I think not; and in dry seasons there certainly would not be.

867. That would affect only the portion of land lying on the banks of the river? No; that is the portion that would be least affected, for in dry seasons it is the low damp land that grows the best crops.

868. In what way do you propose to carry on the traffic on the proposed Morpeth and Maitland line? I am not aware whether any determination has been arrived at, as I am not a Director.

869. I mean the proposition in regard to the working the line. Do you intend to have your own rolling stock; and if so, will you import it or have it made in the Colony? I believe the Company intend to have their own engines, trucks and carriages, and to get them as cheap as they can, which I presume will be by ordering them from England.

870. Do they propose to run their trucks on the Government line? Yes, they propose to run their own engines, carriages, and trucks, on the Great Northern line.

871. By arrangement with the Government? Of course.

872. What kind of arrangement is proposed? I presume that by paying the Government a toll for the use of the line, the Company will be able to use it, and to carry their traffic on it as far as it runs.

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873. So that your chief traffic will be on the Government line? Yes.
874. And by your traffic you would rob the line of whatever traffic there might be on it? I do not call it robbery, so long as we pay the Government a fair price for using the line.
875. The proposed Company calculate, I presume, upon making a profit on their shares? I should imagine so.
876. Now, do you suppose that their profit will be obtained from the two and a half miles which they propose to construct, or from the great length of the Great Northern line itself, which they propose to use? I presume that the greater portion of their profit will be derived from the two and a half miles of their own line.
877. But you anticipate some profit from the use of the Great Northern line? No; I do not anticipate deriving any profit from the use of the Government line; the only advantage we expect from it is that it will give the Company facilities of communication with the interior.
878. In what way do you consider that the running of your trains on the Government line will be likely to affect the Government trains? We need not affect them at all; we shall be altogether independent of the Government trains.
879. If you anticipate no profit from using the Government line, why do you desire to bargain for its use? Solely, as I have said, to have facilities of communication with the interior, by which, of course, we bring traffic to our own line.
880. Then you anticipate making a profit from it? No, I do not admit that; not a direct profit, but only incidental, from the traffic brought to our own line.
881. Of course you do not anticipate running on the line at a loss? No, certainly not. But, after all, it may be possible that we may make such an arrangement with the Government as will enable us, instead of using the Government line, to hand over the goods to the Government in our trucks at the junction of the two lines. However, I am not in a position to state what arrangement is projected, still less what will be made.
882. Then you have no knowledge whatever on the subject of the intended arrangement? Not the slightest.
883. Have you never had any knowledge of what the intentions of the Government were in this respect? I have not.
884. Then how was it that you anticipated the arrangement that was to be made, as shewn in the following question and answer last Session. In question 190 you are asked:—"Let me ask you if it will pay to shift goods from the steamer on to your trucks at Morpeth, and then to take them on to Maitland, and to shift them from your trucks on to those of the Government line?" And your answer to this is, "No, certainly not; and that is the very object we have in making an arrangement with the Government for our trucks to travel on their line, so that the goods may be taken from the vessel at Morpeth, and then not shifted again until they reach their destination;" so that it seems from the very first that you contemplated sending your trucks on the Government line? Yes, it is natural to presume so, because it would do away with one of the great advantages of this proposed line, if the goods had to be shifted from our trucks on to those of the Government.
885. If that were the case, and the goods were sent on in your trucks, you would of course require that the Government should pay you for the use of them? Yes. No doubt some mutual arrangement would be made between the Government and the Company, in regard to that point.
886. You have stated in your evidence something with regard to the produce of the Hunter; that you anticipated it would all come to Morpeth, basing your anticipation on the fact of the freight of goods being the same from Morpeth to Sydney as from Newcastle to Sydney,—can you explain how this can be? Not being a shareholder in either of the Companies, I cannot explain it; I can only say that it is so.
887. Does it not seem rather extraordinary that three hours and a half of river passage should be performed gratuitously? I can only explain it in this way,—that there is only sufficient up-country trade to keep two steamers at work; and that so long as there are two steam Companies competing with each other, and having to maintain so many steamers, which they have to fill up from the produce gathered on the river, so long will this state of things exist.
888. That does not account for the same charge being made at Morpeth as at Newcastle? The steamers have to go to Morpeth to get the produce, and it is an expense to them to delay at Newcastle, because whilst they are receiving or discharging cargo there, they are burning coal all the time. That I imagine to be the reason why they charge as much for goods landed there as for goods taken on to Morpeth.
889. Is it not the same thing at Morpeth? No.
890. Why is that? Because that is their stopping place, and their fires are put out the moment they arrive.
891. So that if Newcastle were made the place for the droghers to bring their goods, as well as the stopping place for the steamers, the same argument would apply to it as now applies to Morpeth? That is not a very likely matter. The Steam Companies, after all the expense they have gone to at Morpeth, are hardly likely to make such an arrangement as that.
892. But supposing it to be made, would not the same argument apply as you have just used in favour of Morpeth? No; because these droghing vessels only make short trips now, and they would have to make long ones by your plan; and besides that, you would have all the trouble of transshipping from them to the steamers.
893. Under any circumstances that must be done, even now. There must be a transshipment under the present arrangement? Yes, no doubt; but there are more conveniences for it at Morpeth than at Newcastle.
894. Those conveniences might be made at Newcastle? No doubt.

- 895. Then your argument in this respect is nullified? No, I think not, because the trips are shorter now than they would be if the droghers went to Newcastle; for instead of three miles, which is now about the length of their trips, they would have to go ten or fifteen* miles.
- 896. Would you be in favour of a Company that would undertake to ship the produce of the Hunter direct from Morpeth to Sydney, filling up with produce at Morpeth, and then sailing direct to Sydney, without calling at any intermediate stations except for passengers? Yes; it does not pay them to stop at Newcastle.
- 897. How many of the present steamers would this employ? All but two.
- 898. What advantage would then accrue to those merchants who chose to ship goods direct to the northern interior from Newcastle by the line of rail,—what benefit would be derived by the shipper? In what way.
- 899. Under the circumstance of having a line of steamers direct to Newcastle, two steamers you say would be sufficient to bring away all the wool, tallow, and hides produced in the northern district? Yes, quite sufficient.
- 900. The remaining traffic is made up of the produce of the river? Yes.
- 901. Under those circumstances, the steamer running no further than Newcastle, the 13 miles of railway would be performed cheaper than the 29 miles of water carriage? No, certainly not.
- 902. On what ground do you found that answer? On the ground that a ton of salt or iron is now carried from Sydney to Morpeth for 6s.; and I ask you what the price would be if it were carried those 110 miles by railway at the price the Government now charge.
- 903. But there would be water carriage to Newcastle, and the railway would only have to compete with the river transit? Yes; but the goods are carried all the way to Morpeth for 6s. a ton, and the 13 miles of railway would cost more than that.
- 904. What does a ton of dry goods cost by the steamer? I think about 12s.
- 905. Do you know that in England railways can and do compete, and compete successfully with water carriage? I have not heard of many instances of such a competition being successful.
- 906. Have you heard of any? † I have not; not where there has been any passenger traffic.
- 907. Do you know anything of the coal traffic of England? No, nothing.
- 908. You do not know, then, that in the carriage of coal the railways compete successfully with water carriage? I believe that some of the railways carry coals at 1d. per ton per mile, but those are lines upon which there is no‡ passenger traffic. That price, however, would not pay in this Colony.
- 909. How do you arrive at that conclusion? Why, it seems to me that if the Government lines will not pay where they get 6d. per ton per mile, they will certainly not pay if they charge only 1d. per ton per mile.
- 910. What is the charge by the steamer for a ton of salt sent from Newcastle to Morpeth? There is no trade of that kind done between the two places.
- 911. Is there anything sent from Newcastle to Morpeth? No.
- 912. No goods of any kind? No.
- 913. Is there anything sent from Morpeth to Newcastle? Yes, sometimes.
- 914. What does it consist of? Maize and hay, chiefly.
- 915. What is the charge per ton by the steamer? I cannot say; I have never sent anything there, and have consequently never had freight to pay.
- 916. Do they carry it for nothing? No; I should think not.
- 917. Do they charge the same price as for goods sent to Sydney? No, I believe not.

J. Campbell,
Esq.
16 Oct., 1861.

THURSDAY, 17 OCTOBER, 1861.

Present :—

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| Mr. BELL,
Mr. BUCHANAN,
Mr. DALGLEISH, | | Mr. T. GARRETT,
Mr. PIDDINGTON,
Mr. WILSON. |
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WILLIAM CHARLES WINDEYER ESQ., IN THE CHAIR.

Thomas Iceton, Esq., appeared as Solicitor for the Bill.

James Campbell, Esq., called in and further examined :—

- 918. *By Mr. Dalgleish* : In your former examination, question 235, with regard to the probable trade between England and Newcastle direct, your answer stated that, as to the squatters, even if there were no other considerations to lead them to send their produce to Sydney, they would always prefer to do so, rather than risk the danger of shipping it at Newcastle? Yes.
- 919. As a matter of fact, has it not all to be shipped from Newcastle? By steam.

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920.

* NOTE (on revision) :—Instead of fifteen miles, say from fifteen to thirty miles.
 † Revised :—I have not, except where there was a large passenger traffic.
 ‡ Revised :—A large passenger traffic.

- J. Campbell, Esq.
17 Oct., 1861.
920. Is there any great danger in shipping it under proper regulation by sailing vessels? Decidedly so.
921. In what does it consist? It is a very narrow port of entry, remarkably narrow for sailing vessels; unless there is a leading wind, you run the risk of getting on the Oyster Bank.
922. Are you not aware that at many ports in England, for instance, at Newcastle-upon-Tyne, there are similar disadvantages; but there it is overcome, even the immense trade of that port, by tug steamers? It could be overcome, no doubt, to a certain extent, but it could never be made a harbour to compete with Sydney.
923. I do not allude to competition with Sydney, but simply with regard to shipments by the squatters. Have goods, to your knowledge, ever been shipped direct? One vessel did ship a cargo there, after being four or five months* filling up.
924. How long ago? Something like three or four years. Messrs. Bingle and Co. were the agents.
925. How do you infer that Newcastle will never have a large trade except in coal? I infer it from the trade being already settled and established in Sydney, and the squatters to a large extent in the hands of the Sydney merchants.
926. What advantage has Morpeth over Newcastle in respect to shipments? Do you mean direct shipments to England?
927. Shipments to anywhere? None whatever.
928. Consequently the argument is of no avail with respect to the railway? In regard to the railway, if I must really repeat the argument over again, the difference is the saving between the land and water carriage to the general public. I really cannot state too positively what I ground my opinion upon.
929. You state that there is a very large traffic at present between Maitland and Morpeth? I do.
930. Do you know the extent of the passenger traffic? No, I do not; I do not think there is passenger traffic at present to any very large extent.
931. In question 240 you state there is a very large passenger traffic now between Maitland and Morpeth? It is not what might be termed a very large passenger traffic; there are not facilities for a very large traffic, as compared with the passenger traffic between Sydney and Parramatta for instance, or anything of that class. It is, however, a large passenger traffic, considering the circumstances of the case.
932. Do you anticipate an increase of that traffic on the construction of this railway? I do.
933. Taking passengers between Morpeth and Maitland to and from the steamers? Yes.
934. And competing with the Government line? I really cannot put it as competing. I myself would prefer, if I were going from Sydney to Maitland, particularly in winter weather, going on by the steamer to Morpeth, provided I could travel cheaply and comfortably as I could by this railway, from Morpeth to Maitland, rather than get out of bed at Newcastle when the steamer arrives there; and I believe many passengers would likewise prefer it.
935. Is not time the great desideratum with business men? There are a great number of people that travel that are not business men; business men are a comparatively small portion of the travelling public.
936. The quickest route is the one generally adopted? By business men, no doubt.
937. *By the Chairman*: Do you not think that, if there were a railway from Morpeth to Maitland, in nine cases out of ten passengers would be able to go as quickly by the steamer as by the train from Newcastle? Yes, unless the Government would always place a train at their disposal, to leave on the arrival of the steamer.
938. In winter you have to dawdle about three or four hours at Newcastle waiting for the train? I have been there two hours and a half myself.
939. *By Mr. Piddington*: Are you of opinion that the bulk of the passengers travel for pleasure? I do not know that they do; but a great many passengers travel by the rail who are not business men in the ordinary sense of the word.
940. Are you of opinion that the great bulk of the passengers who travel by rail are persons who travel for pleasure? Parties may travel for pleasure, and others may travel up and down the country having some object in view; probably most of them may have some reason for travelling besides pleasure, but that does not make them business men.
941. Have you no means of forming an opinion that would enable you to answer my question? I have no means.
942. *By Mr. Dalgleish*: You have stated that you have been two hours and a half in Newcastle waiting for the train? Yes.
943. Was it optional on your part? I had no option in the matter.
944. What period of time does the boat usually take to go from Newcastle to Morpeth? Three hours.
945. Consequently, had you gone up in the boat, you would have been in Morpeth in about the same time that you had to wait at Newcastle? I might have been.
946. Do the trains not run at fixed intervals? They run at fixed times, but I had to wait for that time.
947. You were aware of what time you would have to wait? Yes, perfectly aware of it.
948. Consequently it was a matter of choice? It was not entirely a matter of choice, because I wanted to see a party at Newcastle.
949. There were advantages, then, to be derived from staying at Newcastle? There was that advantage

* NOTE (on revision):—I believe it was six to eight months.

- advantage to me, but it would not apply to the general public. It does not alter the fact, that from the time the boat arrived until the train left was two hours and a half.
950. In fact, it merely shows mismanagement of the railway? It is managed by the Government, and we are to assume that they do things for the best.
951. It merely shows mismanagement? I am not here to give an opinion on that.
952. *By Mr. Wilson:* I suppose the Government start these trains at the stated hours they think most convenient to the public? Yes. The boats sometimes arrive in Newcastle as early as five o'clock in the morning.
953. *By Mr. Dalgleish:* Do the steamers stick in the passage to Morpeth? I have not heard of one having done so for the last twelve months, that is, since the Flats were cleared.
954. Have you been in a position to know? I have been told by captains of steamers that they never stick; Captain Hardy and Captain Mulhall I may mention.
955. One of the vessels stuck last week? I never heard it. I know I can state positively that I have been informed by captains that they never stick now. If one of the vessels did stick, as you say, I fancy it was not owing to the Flats, but to some accident or mismanagement.
956. What class of colliers do you anticipate would resort to Morpeth for coals? The usual class of colliers; they are generally vessels of not more than 300 tons; even the largest colliers in the Newcastle trade.
957. Do you anticipate a large increase of that trade? Yes, provided the coal is, as I believe it to be, of a different description and superior quality to that at Newcastle; there is one species of it, I think, which is called cannel coal.
958. Would it be necessary to increase the wharfage accommodation? That would depend on what amount of coal may be shipped; of course if there is a large shipping trade it will require more wharfage accommodation than at present, that is to say, as far as wharves are concerned.
959. Your evidence shows that you anticipate a large increase of the coal trade? I do.
960. Consequently, in conformity with your anticipations, what wharfage will be required? That is a very difficult matter to say; my anticipations may not be realised.
961. You have formed some? Well, I do not form any anticipation that there will be very extensive wharfage accommodation required; certainly not more than there is sufficient space for.
962. They will require more accommodation than at present? They will require more wharves to be made.
963. The form of the river on the Morpeth side of the bank is a double bank, is it not? How a double bank?
964. A rise from the river with a small flat, and a rise above that again? No, it rises in some places precipitously from the river.
965. Not at the town of Morpeth? Yes.
966. Where the wharves are at present situated, is there not a double bank? No.
967. It rises precipitously? In some places; in others there is a gradual slope; and in others it is nearly flat, at what is called the Queen's Wharf, for instance.
968. The water is deep almost to the edge of the bank? Yes.
969. Not quite to the edge of the bank, is it—it slopes gradually? I believe Mr. Whalley has made a survey of the river; he can give you the soundings right from the New Company's Wharf, past the Queen's Wharf. I have seen such a survey within the last two months, and I presume Mr. Whalley will have it with him.
970. Is the bank on the opposite side higher or lower than the Morpeth side? Lower.
971. Is there any obstruction to the flood waters from the wharfage? I think not. I do not think any additional wharfage made—provided they were not allowed to intrude further than is absolutely necessary—would offer any further obstructions to the river than those wharves which already exist.
972. You have been intimately conversant with the traffic on the river for the last four years? I have been conversant with it for the last fourteen or fifteen years.
973. Four years will be sufficient for me—during the last four years how often in each year have you known the traffic to be interrupted by the floods? I have not been so conversant with the traffic on the river during the last four years as I have been previously, because during the last four years, or nearly four years, I have been living in Sydney?
974. Are you aware that the traffic has been stopped by the floods? I am, once or twice.
975. For how long a period of time? About two days at a time.
976. Have you never known it stopped a week? I have not.
977. *By Mr. Wilson:* When the traffic on the river was stopped by floods, did those floods interfere at all with the railway from Newcastle to Maitland? On one occasion I think the railway was washed away somewhere about Hexham.
978. *By the Chairman:* Was not the traffic stopped from Newcastle to Maitland for a fortnight, on account of the line being washed away? I cannot tell you the exact time, but I know it was stopped on one occasion.
979. *By Mr. Dalgleish:* Do you know whether it was stopped for three days? I do not know the time; I know it was stopped.
980. *By the Chairman:* In the fourteen years that you were there, before the four years to which Mr. Dalgleish confines you, was the traffic on the river often stopped? I went there in 1845, and until the floods of 1857 I have never known it stopped but once.
981. *By Mr. Piddington:* If the capital of £25,000 is sufficient for the purpose of forming this line, why is it that the Bill proposes to enable the Company to increase it to £50,000? I think it is usual with most Companies to have power to increase.
982. When a survey has been made, and an estimate supposed to be accurate formed, for the purpose

- J. Campbell, Esq.
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- purpose of constructing a line of railway only two miles and a half in extent? It has been frequently found, when the Government have gone to the trouble of making accurate estimates, that they could not get the work carried out for the sum estimated.
983. Then you are of opinion that the proposed power indicates a conviction on the part of the promoters of this Bill that the capital of £25,000 will be insufficient? No; I look upon it as a safety clause, which I think will be found in most private Companies' Bills of anything of the same character.
984. Do you think £25,000 will be sufficient? I think the line could be made from East Maitland to a certain portion of Morpeth for considerably under £18,000—to the Queen's Wharf.
985. And yet the promoters of the Bill wish to take power to obtain £50,000? I mentioned before, that in my opinion it is only a safety clause, usual in almost every private Bill. It would not be very well, supposing this Bill to be passed, if the Company should find their means insufficient, that they should be obliged to stop the works while they applied for another Bill.
986. *By Mr. Dalgleish*: You are acquainted with the proposed Bill? I do not know that I have read it through; but I have been present at a discussion of some of its clauses.
987. *By the Chairman*: Do you know what outlay the Company have incurred already? I asked the question of Mr. Macauliffe this morning, and he says they have paid away I think about £700, and their engagements amount to about £800 more.
988. *By Mr. Dalgleish*: Are you aware how much the preliminary surveys given over by the Government to the Engineer of the Company cost the country? I am not aware what that survey cost, but I do not believe the Government gave it over.
989. Mr. Whalley acknowledges that he received it from the Government? He had such a survey lent him during his last examination here I believe.

Alexander Brown, Esq., called in and examined:—

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990. *By Mr. Iceton*: I believe you are engaged in coal mining operations on the Hunter River? Yes.
991. In the neighbourhood of Newcastle? In the neighbourhood of Hexham.
992. Your operations are rather extensive? They are rather.
993. It is proposed to construct a line of railway from Morpeth to some point of the Great Northern Railway near East Maitland? Yes.
994. In your opinion, would the construction of that line tend, or would it not tend to the development of the coal mines of that district? In case of the facilities being increased, of course it would tend to the development of the coal fields there.
995. If such a line were made, would it be of any use to coal owners in your neighbourhood? It would be of great use to me.
996. In what way? We should then supply the steamers and sailing vessels that visit Morpeth.
997. It would open another market to you? Yes, it would open another market which we are not now in possession of, because we cannot get there.
998. You are speaking of other coal proprietors besides yourself? Others in the same position.
999. *By the Chairman*: To get to the proposed railway, you would have to convey your coals a considerable distance along the Great Northern line? Yes, about six miles along the Great Northern line, and then turn down to Morpeth.
1000. *By Mr. Dalgleish*: You at present run your coals on a portion of the Great Northern line? Yes, to Newcastle.
1001. Has the rate of toll been increased on that line lately? No, it has never been increased since I commenced to run any coals on the Northern line.
1002. At what date was that? It is only since they put up the cranes that I have done anything worth speaking about on that line; for the last two years it has always been 2d. a ton per mile; we finding our own trucks of course.
1003. Are you aware that the general rate of toll or freight on the Great Northern line has been increased since that period? On other goods it has been increased, I believe; on everything excepting first-class goods, such as bricks, stone, and coal.
1004. Is your junction with the Great Northern nearer Morpeth or Newcastle? Just about the same; nine miles from Morpeth, and nine and a half from Newcastle.
1005. What advantage do you expect to reap from making Morpeth the point of departure? A great number of vessels visit Morpeth; Maitland, for which it is the shipping port, being a commercial town where a great deal of business is transacted, looking for freight, grain, and so on. The steamers also go up as a matter of necessity, the principal part of their cargo being secured on the river; and we will be able, when this line is made, to supply both sailing vessels and steamers with coal, which we cannot do now.
1006. Would exemption from the tonnage dues at Newcastle form any part of your calculation? They are all subject to the same charges.
1007. Those that go to Morpeth as well as Newcastle? Yes; it is at Newcastle the tonnage dues are paid.
1008. Do the steamers pay tonnage dues? Yes, they pay double; it is paid periodically by the sailing vessels, and the steamers pay twice for once that the sailing vessels do.
1009. Are you aware of any advantage that is possessed by the town of Morpeth, as a shipping port, over the town of Newcastle? Its position being near to West Maitland, and being

- being in the centre of an agricultural district also, the whole of the up-country trade naturally goes there; it goes there now and always has done. Alex. Brown, Esq.
1010. What do you mean by naturally goes there? They send to Morpeth, that being the route to Sydney; if they send to Newcastle there are no buyers there to determine the value. 17 Oct., 1861.
1011. Are there any buyers at Morpeth? There are at West Maitland, and at Morpeth too—Mr. Taylor, and several others.
1012. The principal buyers are at Maitland? Yes; West Maitland is the principal site of business for almost everything.
1013. There is already communication between Sydney, Newcastle, and West Maitland? Yes; there is the Great Northern.
1014. Would this line you now speak of be beneficial to the Great Northern line in any way? Well, I cannot see any very great advantage to it. The passenger traffic will always go on the Great Northern line, but I should imagine the heavy freight will go by way of Morpeth.
1015. Do you know any predisposing cause why Morpeth has hitherto been the favourite depôt for goods intended for the interior? Well, it is cheaper to send them by way of Morpeth; that is one thing.
1016. Is there no other cause? I cannot of course go into the causes, any more than I can say what is the cause of the trade going to Liverpool, London, Glasgow, and all those places; being at the head of the navigation, it seems a natural result.
1017. Is the prosperity of Liverpool the result of being at the head of the navigation? It is a long way up.
1018. Is not Greenock increasing? It may be increasing in proportion as Glasgow increases, but it is insignificant.
1019. Is there a railway in competition? Yes; and notwithstanding Glasgow goes ahead.
1020. Is there any comparison between Greenock and Morpeth? There is no comparison now.
1021. Has Morpeth visibly increased of late years, however humbly, in any way for to cause an allusion to the city of Glasgow or the city of Liverpool? I can hardly look at Morpeth singly, I must look at West Maitland also; it has increased more than any town I know of in the country.
1022. Have not East and West Maitland increased in far greater ratio than Morpeth? They have, because there is the seat of business.
1023. Can you mention any English town which has had the same ratio of extension as the town of East and West Maitland, in proportion to its shipping port? East Maitland is no place; I do not know any difference in East Maitland since I have known it; Morpeth is the shipping place, but West Maitland has increased more than any town I know of in the country.
1024. Although it is not the shipping port? Yes, but still all the business is carried on by way of Morpeth.
1025. *By the Chairman:* You look upon both as one? They are inseparably linked together.
1026. *By Mr. Dalgleish:* It is a place where the traffic passes through? It passes through Morpeth, but Maitland is the place where business is transacted.
1027. You see no benefit arising to the Great Northern line? It will increase the passenger traffic, no doubt, and though the heavy traffic will continue to go by way of the river, no doubt the Northern line will receive a corresponding advantage; for instance, with ourselves it will increase the trade; and they are sinking coal pits now at Black Creek, from which they cannot send the coal to Newcastle because it will not pay, but they can to Morpeth, if this line is established, because it will pay.
1028. *By the Chairman:* They will have to send the coals from Black Creek twelve or fifteen miles by the Great Northern line, in order to get to Morpeth? It is fifteen miles from Morpeth, and it will cost 3s. 9d. a ton to deliver the coals at Morpeth.
1029. *By Mr. Dalgleish:* Is 3s. 9d. a ton a necessity? I have been always under the impression that the rate for coals was too high.
1030. You draw your own coal? From our own mine, but they will not let our engines go on the Great Northern.
1031. Can you give the Committee the cost for traction on your own line? I could not now.
1032. It would be very valuable information if you could send it to the Committee? I have never gone into it; I could ascertain it though.
1033. *By Mr. Wilson:* How far does your line of railway run before you join the Great Northern line? Six miles.
1034. Do you think you could work a railway only six miles in length as economically as a company could work a railway of say ten times greater length? No, it is the long length that pays, of course.
1035. Therefore the probability is that your expenses will be greater per mile than on the Great Northern? Yes; the long line in any case, whether by sailing ship, steamer, or railway, always pays. The Great Northern at Home charges a half-penny per ton per mile.
1036. Are you a shareholder in this Company? Yes, to a small extent.
1037. *By Mr. Piddington:* To what extent? One hundred shares.
1038. *By Mr. Dalgleish:* Are you a Director? Yes.
1039. Have you gone through the Bill? I have never read it.
1040. You do not know the provisions of it? I really do not, I must admit.
1041. Are you aware that in England, where all the lines are already owned by Companies, and the Government have no interest in railways, there is always a provision for running cheap trains? Yes, the parliamentary trains, as they are called.

Alex. Brown,
Esq.

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1042. Is there any such provision in this Bill? I really do not know.
1043. Are you aware that there is a duty charged on all passenger traffic above 1d. a mile in Great Britain—a duty to the Government of five per cent.? I was not aware of that.
1044. Are you aware that in 1852 that duty amounted to £280,000? No.
1045. Are you aware if there is a clause in your Bill empowering the Government to examine and report upon the state of the line if necessary? No, I am not aware; but it would be very necessary I believe, or at least, I should say there would be no objection to its being introduced.
1046. Are you aware whether there is any clause enabling the Government to compel improvements when recommended? No; not having read the Bill, as I have already said, it is not likely I should know.
1047. Is it usual for Directors to have no knowledge of the Bill they require? It may not be usual.
1048. Do you look upon this line as a feeder to the Government line? I think it will be, in course of time.
1049. Do you think it so at the present moment? Well, it is not made yet, but instantly the line is finished to Morpeth there will be a considerable traffic.
1050. *By Mr. Piddington*: Where from? Black Creek, Anvil Creek, and Four Mile Creek.
1051. *By Mr. Dalgleish*: Is it your opinion that this is the best line that can be adopted? I have no doubt it is. I have not examined the sections.
1052. Will not this line virtually give you a monopoly of the whole traffic that passes from Morpeth to the Great Northern line? No, I do not see that, because we shall have to carry all kinds of goods.
1053. Is there any clause in the Bill you ask for limiting the price per ton you are to charge? I am not aware; but it is usual to have certain charges stipulated in a Bill of this kind.
1054. Would it be for the public benefit to allow a Bill of that description to pass the Legislature? Without a scale of charges, do you mean?—perhaps it would be as well to have a maximum scale established in the Bill.
1055. Under any circumstances, can a railway bear any comparison with a turnpike road? Well, I do not know how you are going to compare them.
1056. They are both vehicles for traffic? Yes, you can compare the amount of work to be performed on a road and on a railway; in my experience I have found them very different.
1057. The question is answered somewhat widely. Is there any point of comparison, with regard to the general public good, between a railway upon which a monopoly is actually in possession of one Company and no other, and a turnpike road which is open to all? The railway is open to all I presume.
1058. *By Mr. Piddington*: By paying for it? By paying for it. And it is a well known fact that it pays the poorest man to ride on a railway; it is cheaper for him to do so than to walk on the common road.
1059. *By Mr. Dalgleish*: It may or may not, according as the charges are made? If you charge him a pound per mile, of course he would walk; but if you charge him 1d. or 2d. a mile he would ride.
1060. Provided this grant is given to your Company, and an opposition Company should seek to lay down a parallel line to Maitland and Morpeth, would your Company, in your opinion, seek to prevent the rival Company from laying down that line? I think they would be quite justified; that is to say, if they had a maximum scale of charges.
1061. *By the Chairman*: Is not permission often refused in England to construct railways under similar circumstances? There is generally a clause to the effect that no railway shall be made parallel to the first one.
1062. *By Mr. Dalgleish*: Is not that incontestible proof of monopoly? You can call turnpike roads monopolies if you like.
1063. Would it not be to the interest of the country generally, if this line must be completed, to make it a Government line? We have introduced a clause empowering the Government to buy it.
1064. At what rate? The Company would have to be paid their outlay, at least, the same as a common contractor.
1065. Are you aware that a sum is on the Estimates for this year for the construction of this line by the Government? So I see; but it is objected to, both by the Government and private individuals.
1066. Provided that Parliament decide on making this line at the public expense—? Then I apprehend the Morpeth people will at once say, let the Government do it.
1067. Do you consider that in that case the Directors would have any claim against the Government for any moneys? Yes, I should say so, because their preliminary expenses are of a certain value.
1068. You think the preliminary expenses are of a certain value, and should always be paid for? Yes, I should think so.
1069. Are you aware that all the preliminary surveys of the Government on this line were handed over to your Company? I am not aware of it.
1070. If they are so handed over, they should be paid for? Not if they have not been adopted; I do not see why we should pay for a thing of no use to us.
1071. All that has been adopted should be paid for? All that has saved the Company from expense. It is simply a question of debtor and creditor account, I presume. How much is it worth?
1072. It remains to be seen what it has cost? It has cost the Government plenty, I dare say.
1073. So you consider it would be unjust, and not for the public good, to allow a competing line with the Maitland and Morpeth Railway? If the Company could carry on the traffic with

with reasonable charges, it would be unjust to run a line parallel with theirs, and set both Alex. Brown, Companies by the ears, to ruin one another. Esq.

1074. Under the same circumstances, would it be just of the country, which is the owner of Colonial lines, to allow this competing line to Morpeth to be established by the Company? 17 Oct., 1861.

I think it would be quite right, particularly when they refuse to do it themselves.

1075. *By Mr. Wilson*: Do you look on this Maitland and Morpeth line as a competing line with the Great Northern? No, I do not; not to any extent. The very first week the Morpeth Railway is open they will find the income to the Great Northern very much increased, with the same working expenses as now.

1076. *By Mr. Dalgleish*: You anticipate running your trucks and engines to the utmost extent of the Great Northern line? Only to the junction. The Great Northern people will not allow our engines on their line.

1077. *By Mr. Piddington*: How do you know? They have refused myself.

1078. How do you know they will not allow this Company? I simply say they have refused me.

1079. *By the Chairman*: I suppose you look upon this line as a feeding line, and that there will be a proportionate benefit to both lines, according to their length? Yes, the greater benefit will be derived by the Great Northern line, simply from the extra distance all goods will have to go on it.

1080. *By Mr. Dalgleish*: I see that some of your shareholders, who have given evidence, fully anticipate that they shall have the right of running their goods to the extremity of the Government line? The Government no doubt will take the charges if they do. When they are joined, a certain quota will be allowed to the Morpeth line, and a proportion to the Great Northern line.

1081. What will that quota, in your opinion, be—will it be a profit to the Morpeth Company? That remains to be seen; railways generally have not been very profitable.

1082. Would you run your engines and trucks northwards, unless at a profit? Of course not.

1083. If it is a profit to the Morpeth Company, will it not be a loss to the country generally? I do not see that.

1084. Seeing that the Government have to allow a quota, I presume, for the use of the trucks? They charge 1d. a mile; too much, I think.

1085. Would the Morpeth Company expect to receive 1d. a mile for the use of their trucks? It would be only fair they should be paid the same as the Government charge.

1086. So that if the Government rob the Morpeth Company, the Morpeth Company is to rob the country? If the Government shew the example of robbery, I do not think we should do wrong to follow it.

1087. Will the line pay as a line between Maitland and Morpeth only? That is problematical, like all other speculations.

1088. Would you take shares or become a Director under these circumstances, between Maitland and Morpeth only? I would, decidedly.

1089. Without any junction? It would be valueless without any junction, of course.

1090. Or with a junction, at the option of the Government, over which the Directors had no control? Then the line would be valueless.

1091. So that the line will be valueless unless the Directors have a voice in the traffic on the Great Northern line? I presume they would have a voice no further than the extent of their own land went.

1092. *By the Chairman*: It would be a matter of arrangement, the same as it is now with branch lines to collieries? Yes, just so.

1093. *By Mr. Dalgleish*: Is there no difference between this line and the branch lines to collieries? I do not see any difference.

1094. Are not branch lines to collieries direct feeding lines? So they are.

1095. Can you recognize this is a direct feeding line? Yes; the very fact of this line being made will fetch traffic on the Great Northern line which is not on it now, and which it would be of no use to fetch on it without this line. The Black Creek pits are actually sinking the same as our own; but it would be no use sending the coal to East Maitland with the view of carting it to Morpeth, the expense would be too great; but if this line were done, they would commence operations at once. Give the outlet, and so fetch on the feed.

1096. In that respect we will admit it is a feeding line; but this is not from the Morpeth line; it is a feeding line from the junction which you make on to the Great Northern line, and then the Morpeth and Maitland line merely take it from that line? It is from the fact of their taking it onwards that the traffic comes on to the Great Northern.

1097. Then do you admit that that which takes feeds? Yes; because the very fact of its taking causes it to feed.

1098. That is only inference? It is no inference; it is fact. The traffic which I allude to as coming on the Great Northern line it would be of no use to bring on now, because it could not be shipped.

1099. Not at Newcastle? At Newcastle it might, but not to pay the parties.

1000. What is the distance from Black Creek to Newcastle? Somewhere about 35 miles.

1101. What would be the expense? About 9s. a ton.

1102. *By Mr. Piddington*: And what to Morpeth? 3s. 9d.

1103. *By Mr. Dalgleish*: Do you recognize the charge of 9s. to Newcastle as a fair charge? It is too much.

1104. *By Mr. Buchanan*: It is the charge, whether fair or not? It is the charge.

1105. *By Mr. Dalgleish*: With your knowledge of locomotive traffic, could it not be done for considerably less? Yes, I think it could; at 1½d. a ton per mile at most.

1106. *By the Chairman*: If the charge were reduced, there would still be an advantage in sending the coals to Morpeth? Yes, because there would be a corresponding advantage on that

Alex. Brown, that portion of the line. The Great Northern line at Home takes coals from Durham, 400 miles, to London, at a $\frac{1}{2}$ d. a ton per mile.

1107. *By Mr. Dalgleish*: In that way they compete with the water traffic? Yes, to Euston-square.

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1108. Would not the same argument hold good on the Northern line to Newcastle, if under proper management? I think if the charge was very low, the coals would come into competition.

1109. The water carriage from Newcastle-upon-Tyne to London is not very circuitous? No.

1110. But the river from Morpeth is how much longer than the railway? It is 30 miles by the river from Morpeth to Newcastle.

1111. And how much by the railway from Maitland? Eighteen miles.

1112. *By the Chairman*: It does not follow because it is cheaper to take coals from Durham to London by rail than by water, that therefore it is cheaper to take them all the way to Newcastle by rail instead of shipping them by water at Morpeth? If you can ship them at Morpeth, of course it is better to do so. The Great Northern line at Home takes the coals to Euston-square, in the heart of London, and the expense of carting the coals shipped by vessels to that part of London is in their favour.

1113. *By Mr. Dalgleish*: And yet the Thames at the Pool may be considered to be equally in the heart of London? For that particular part of London there is no doubt the railway does the traffic cheaper.

1114. So far as the shipping is concerned, the Pool is nearer to the heart of London than Euston-square? I am not acquainted with that particular place.

1115. *By Mr. Piddington*: Do you not consider London Bridge nearer the centre of London than Euston-square? Of course if the ships go up to that place, the surrounding parts of London will be supplied cheaper, and it is the same with Euston-square.

1116. *By Mr. Dalgleish*: You are aware that the colliers in London usually discharge in or near the Regent's Canal? They discharge all over the river, I believe.

1117. It is one of the largest depôts? At the canal you allude to I am aware there are a great many colliers.

1118. You are aware that that canal is nearer the heart of London than Euston-square? Yes, and no doubt the parties around there have the advantage.

1119. Each is best for its own locality? Yes; but still it is the low charge on the Great Northern at Home that enables them to take coals to compete with the water carriage.

1120. Are you acquainted with the town of Morpeth? Yes.

1121. From your practical acquaintance with the product of mines in general, and your knowledge of what is to be expected from these mines in particular that you have alluded to, what traffic, under favourable circumstances, do you consider would be conducted from Morpeth? From Morpeth to Maitland?

1122. From Morpeth to anywhere—from the mines? Well, I should think that directly this railway is established, and there are facilities for shipping—

1123. How many hundred tons a week, or how many thousand? Perhaps 200 tons a day.

1124. Which would require shipping to what amount? Of course to the amount produced.

1125. What number of vessels do you anticipate would be required? That depends upon the size of the ships; you may get a ship that will hold 2,000 tons.

1126. Can you get a ship of 2,000 tons to Morpeth? No, vessels of 100 to 150 tons go up to Morpeth.

1127. So that it would require, under ordinary circumstances, two vessels a day to lay under the shoots? Yes.

1128. This would require what amount of shipping? Twenty or thirty vessels.

1129. And the amount of obstruction to the river? Oh, my goodness! They would not obstruct the river, except when they stuck upon the Flats.

1130. You admit they might stick on the Flats? They would be very useful as beacons if they did.

1131. You are aware that the river is very narrow at Morpeth? Yes.

1132. You know the "City of Newcastle"? Yes.

1133. Has she much more than room to swing? She can swing.

1134. With much room to spare? No.

1135. There is a vessel in the course of completion for the Company, which is 25 feet longer? Yes.

1136. She will just have room to swing? Yes.

1137. Should a vessel be lying at the wharf, she would not have room to swing? Yes, she would.

1138. With another vessel lying alongside that? One of them could move ahead. There need be no difficulty on that score; it could be managed at any rate as in the docks at Home.

1139. There is this difference, that though a dock has a narrow entrance it widens out into a basin? Yes.

1140. Therefore, what is done in the docks is not applicable to a river like the Hunter? It is just as applicable as to a dock, I think.

1141. Would extra wharfage be required? There is plenty of wharfage for a greatly increased trade to what there is now, and when the trade increases I dare say they will find wharfage accommodation.

1142. If extra wharfage is required, will the piles form no obstruction to the flood waters of the river? No; because the banks are almost perpendicular at Morpeth.

Objection being here taken by a Member of the Committee to the relevancy of the questions, witness was requested to retire; being again called in, the examination was continued.

1143. Have you seen a plan of the proposed railway for the water frontage? Yes; I think there is a plan. Alex. Brown,
Esq.

1144. Does the plan, as shewn, interfere with the water frontage in any way?—

Mr. Icton submitted that this witness was not before the Committee to prove anything about this plan, the Surveyor who made the plan being in attendance. 17 Oct., 1861.

1145. You are practically acquainted with the shipping of coals by rail? Yes.

1146. From your knowledge of the plan, does it afford the necessary facilities for shipping the coal which you anticipate will form part of the traffic? Yes, I think it will afford all the facilities required at the present time, unless the trade increases very much.

1147. *By Mr. Piddington:* What is the distance of the Miami mine from Morpeth? Fifteen or sixteen miles, including our own line.

1148. Is that calculated partly on your own line and partly on the common road? Partly on our own line, partly on the Great Northern, and partly on the Morpeth line as proposed; altogether about fifteen miles.

1149. How do you expect to reach the proposed line from Miami? We shall come down our own line, go up the Great Northern, and down the Morpeth line.

1150. Go up the Great Northern to what point? The junction of the Morpeth line.

1151. The proposed junction at Pitmaer? Yes.

1152. How far is that from your mine? Twelve miles.

1153. How far is your mine from Newcastle? About the same distance.

1154. Twelve miles from the pit to Newcastle? Fifteen miles.

1155. And not so much from the pit to Morpeth? The distance from Morpeth is about half a mile less.

1156. Then it is fourteen miles and a half to Morpeth? Fifteen miles to Morpeth, and fifteen and a half to Newcastle.

1157. Then the difference in advantage as respects the distance from your mine to Newcastle, and from your mine to Morpeth, is half a mile? Yes.

1158. And is it on that advantage you found your opinion that this line will be of such great use to you? So it will, because there is a constant stream of trade; a great number of coasting vessels must go to Morpeth for many reasons, and if they could load coals there they would do so, because now they have to come down to Newcastle in ballast.

1159. Do you not think the trading vessels that now go to Morpeth will, when the Great Northern line is carried to Muswellbrook, stop at Newcastle? They will always go to Morpeth, because the trade they go after is principally on the rivers among the settlers, and their return cargo is very often coals.

1160. You think this railway will be an advantage to your interest, simply because there are a number of small coasters who will always proceed to Morpeth? Yes; and every year that description of coasting trade is increasing.

1161. Do you not think the goods traffic on the Great Northern line will very much increase when the line is extended to Singleton and Muswellbrook? Well, it would; but it would always go to Morpeth; it would go to Morpeth if they took it by drays; they do so now.

1162. My question is not what they do now—my question is as to what will take place when the line is extended to Muswellbrook? It will always be better to send to Morpeth to save shifting at Newcastle.

1163. Don't they have to shift it at Morpeth? They save the charges on the Great Northern line. It is considerably cheaper to cart from West Maitland to Morpeth, than to send to Newcastle by the Great Northern line.

1164. Assuming that the Legislature does not allow this line, do you not think the goods traffic will very much increase when the Great Northern line is carried further? It will increase as far as West Maitland is concerned.

1165. Is it not the fact that the Great Northern line of railway is not worked beyond Maitland, except for a few miles? Goods from Lochinvar are taken to Maitland, and then carted to Morpeth.

1166. Will that practice prevail when the Great Northern is extended to Muswellbrook? I believe it will prevail then, to a certain extent.

1167. You think the extension will have no effect whatever on the transit of goods to Newcastle? I do not think it will, so far as the up-country trade is concerned.

1168. You have alluded to the circumstance that the proposed Act of Incorporation contains a clause to enable the Government to purchase this railway? I believe it does.

1169. Are you aware as to the number of years' purchase the Company expect the Government to pay upon the annual profits, if they purchase the railway? No, I am not aware of it; but the usual thing is 15 per cent., based upon that.

1170. The usual calculation is a calculation founded on a rate of profit equal to 15 per cent.? Yes.

1171. And yet the Company requires twenty-five years' purchase of such a right, and power to ask more if the average rate of profit is below 15 per cent.—Is not that an enormous demand? 15 per cent., taking into account the tear and wear, is not too much.

1172. Do you not think 25 years' purchase of 15 per cent. is an enormous demand for this Company to make? I would rather not answer the question at the present moment, not having thought the matter over.

1173. You have known the Maitland and Morpeth districts for a long time? Yes.

1174. Are you aware whether the town of Morpeth has increased much in population, or the number of houses, during the time you have known it? Not a very great deal; West Maitland is the seat of business.

- Alex. Brown, Esq. 1175. Has the population of East Maitland increased much during the last five years? Very little indeed.
- 17 Oct., 1861. 1176. *By Mr. Dalgleish*: Do you know if the traffic on the Great Northern Railway was not seriously interfered with by the raising of the rate of freight? I believe it was to a certain extent.
1177. Prior to that being raised, goods were being sent to Newcastle for shipment? Well, very little goods ever came to Newcastle for shipment.
1178. Some goods? Well, some. Upon my word there has been so little traffic either before or since that it is hardly worth while naming.
1179. Since then it has decreased? I dare say it has got less, but it is not possible to tell, because there is so little on the whole.
1180. *By Mr. Buchanan*: Do you know the Paterson River? Yes.
1181. Supposing a resident on the Paterson had one or two hundred tons of goods to send up the country, and this railway was constructed, whether would he send them to Morpeth by droghers to go up that way, or by drays over the Falls to Maitland? He would send it down the river, and put it on the railway.
1182. It would be cheaper and more expeditious? Yes, and save the goods too.
1183. At the present moment, without a railway, a great quantity of coals come to Morpeth? Yes, during the strike 300 tons a-day.
1184. In the event of this railway being constructed, that rate would be enormously increased? The case is rather exceptional just now, in consequence of the strike; but no doubt it would gradually increase, the same as the coal trade has always done since I have known.
1185. These mines at Black Creek? Oh, they will increase very much.
1186. They would, of course, increase largely from the increased means of transit? Yes, and if the river was deepened they would enormously increase.
1187. Would you suppose that the coal trade alone would be a very great inducement to construct a line to Morpeth? It would.
1188. You believe it would pay? I believe it would pay almost, if the line were constructed economically, for a coal line alone.
1189. Are you aware that ever since the construction of the Great Northern, it has not taken any of the traffic that comes by drays over bad roads to Morpeth? I do not think it has taken any of the traffic. If there were no drays, I have often gone so far as to say, they would carry the stuff to Morpeth on men's backs.
1190. Are you aware how many thousand bales of wool came to Morpeth last year? I am not posted up in that.
1191. At all events, there would be far greater inducement to send it to Morpeth, in the event of having increased facilities by railway? Of course the greater the facilities the greater the inducement.
1192. There is considerable passenger traffic also? Yes.
1193. Are you of opinion, that passengers from Sydney, going up country, would prefer the river passage, taking the rail at Morpeth, than to take the rail at Newcastle? I believe the passengers would always land at Newcastle.
1194. The Morpeth railway would do a great deal of good to the Great Northern? By giving an outlet, it would bring traffic on it, no doubt.
1195. All these goods that go from Morpeth by dray to Maitland, and thence up the country, would go by rail from Morpeth, and of course would benefit the Northern line by going on it? Yes, of course.
1196. Then it would be a feeder? Yes, if you put the goods on the line at Morpeth, they would go direct up to Singleton and other places.
1197. And, of course, if the Morpeth Railway Company used the Great Northern line, they would pay the Government for it? I presume that the Morpeth Company would charge toll as far as their line went, and the Government would charge on their own line, the same as they do at Home.
1198. In any view of this matter that you can possibly take, can you conceive that the construction of this Morpeth line will be any detriment to the present line? I think that any line of railway joining it, (not only the Morpeth railway), must benefit it by bringing traffic on it.
1199. Then according to your experience and knowledge of the trade of Morpeth, as at present existing, notwithstanding there being no railway, a great traffic of goods comes to Morpeth, and you are of opinion that giving them increased facilities for this traffic, will have a tendency to increase it? I believe it would.
1200. And you think this undertaking would be for the public good? It would result in public good.
1201. *By Mr. Dalgleish*: Is it usual to give any consideration for power to form a junction with other lines in Great Britain? No, I believe not; I believe they are often too glad to get lines to join them, particularly on main trunk lines; the more lines the better for them.
1202. Are you not aware that in many instances interdicts have been taken out against junctions being formed? There may have been extraordinary things done; and even when an interdict has been taken out they have probably found they were mistaken, and that the junction would be a great advantage to them.
1203. Do you know the Great Northern line at Home? No.*
1204. The North British? I know a little about that.

1205.

* *Revised*:—Yes.

1205. Are you aware that the North British line formed a junction with the Caledonian railway? I am not aware. Alex. Brown,
Esq.
1206. *By Mr. Piddington:* Do you believe, if a line of railway is constructed parallel to another, it must of necessity, if it happens to join it, benefit it? If both run in the same direction and the lines join; I do not see how you mean. 17 Oct., 1861.
1207. I wish to ask whether every line which happens to join another must necessarily benefit it? I think it does if it feeds it.
1208. I do not wish you to give an answer with reference to hypothesis, but simply an answer to the question, whether a line of railway constructed parallel to another, if it joins it, must of necessity benefit it? I think it does.
1209. Is it always the case? There may be exceptions.
1210. Would you conceive it to be an exception where a line runs so nearly parallel as to be a competing line? Where it runs parallel—
1211. Would you conceive it to be a benefit? Not when it runs parallel and both are candidates for the same traffic.
1212. What is the maximum distance between the proposed Morpeth line and the Government line to the south—I will give you any point you choose to take from Morpeth to the proposed junction at Pitnacree, and I would ask you to run a line south, so that you may strike the Government line, and I wish to know what is the maximum distance of such a cross line? Upon my word the question is so very extended that without the matter being put down so that I can trace the positions, I do not understand it.
1213. *By Mr. Buchanan:* They do not run parallel? They do not.
1214. *By Mr. Piddington:* You propose to run from Morpeth and join at Pitnacree? Yes.
1215. From any point on the proposed line to any point on the existing Government line, what is the maximum distance? It must be about three miles, I presume.
1216. Straight across? I could not tell the exact distance, because no measurement has been made.
1217. Have you any idea? Two and a half or three miles.
1218. That is the maximum distance? It must be more, because the line comes round with a curve—about four miles.
1219. What is the minimum distance in a line, from a spot upon the Morpeth line to the nearest spot in a southerly direction on the Government line? I could not tell you the distance.
1220. *By Mr. Buchanan:* You are in the coal trade? Yes.
1221. Are you aware of the quality of the coal at Four Mile Creek? Yes.
1222. Is it superior or inferior to other coal? It is very superior steam coal.
1223. Of course it would be shipped from Morpeth? Yes, of course.
1224. And on account of its superiority it would induce a great increase of the trade? It would have this effect, that large quantities of coal now imported from England for the mail ships would probably be stopped, and they would be supplied from Four Mile Creek, which would be a great addition to the trade. The consumption by the mail steamers is about 50 tons a day; they burn about 1,000 tons a month.
1225. What is the quality of the coals at other places which this line would open up—Anvil Creek for instance? This line will bring into the market a variety of coals. At Anvil Creek the coal is bituminous, and fit for use in houses, by blacksmiths, and in steam engines also. Then there is cannel coal, large quantities of which are imported into Melbourne from England; and in place of fetching it from England they would get it by way of Morpeth if this line were made.
1226. It would be shipped at the port of Morpeth? Yes; it is not likely, while the river is in existence, that it will be sent to Newcastle.
1227. This coal would come down the Great Northern line? Yes, about eight miles.
1228. And of course do it a vast deal of good? From a calculation I have made, I think the yield to the Great Northern will be about £6,000 a year from this source. The fact of the line to Morpeth being made, will open up traffic to the Great Northern line to that amount.
1229. From the coal trade alone the increase of traffic will be £6,000 a year? Yes.
1230. *By the Chairman:* There is no cannel coal at present in the market? No, it is not available. It is very valuable for making gas.
1231. *By Mr. Dalgleish:* Do you admit the implied superiority of the Four Mile Creek coal? It has always had the name.
1232. *By Mr. Wilson:* Is the cannel coal supposed to be of good quality as cannel coal? Yes, it has been tried and found very good.
1233. *By the Chairman:* Can this line, if constructed, be called in any way a parallel line to the Great Northern? I do not see how it is possible to make out that it is.
1234. *By Mr. Dalgleish:* About what angle would it form with the Great Northern? The Morpeth line runs direct from it.
1235. So that according to that it forms almost a straight line? The Great Northern goes away northwards.
1236. *By Mr. Ieston:* Does the question of whether it is a parallel line or not depend upon the angle at which it leaves or joins the Great Northern line—has that anything, in fact, to do with its being a parallel line—does not a parallel line mean a line running alongside another without meeting it? Yes, a parallel line is a line alongside another.
1237. And therefore the angle of incidence has nothing to do with the question? Nothing.

TUESDAY, 22 OCTOBER, 1861.

Present:—

MR. BUCHANAN,
MR. T. GARRETT,
MR. MORRIS,MR. PIDDINGTON,
MR. WILSON.

WILLIAM CHARLES WINDEYER, ESQ., IN THE CHAIR.

Thomas Iceton, Esq., appeared as Solicitor for the Bill.

Arthur John Whalley, Esq., C.E., called in and examined:—

- A. J. Whalley, Esq., C.E.
22 Oct., 1861.
1238. *By the Chairman:* You were examined on a previous occasion, with respect to the Maitland and Morpeth Railway? I was.
1239. Since you gave your evidence on that occasion, have you made any further survey of the proposed line? I have made the working survey and laid out the line.
1240. Since you gave your evidence? Since I gave my evidence.
1241. Was that following up the previous rough survey which you had made? I had not made any survey myself when I gave evidence here before.
1242. What had you done then? I had merely gone over the various lines that were proposed, and by comparison of the various plans, had formed an opinion as to which was the best, and I recommended the carrying out of the line laid down by Mr. Whitton.
1243. Is that the line of which you have since made the working survey? That is the line, with some slight alterations.
1244. Is your opinion the same as when you gave your evidence before, as to the expense of constructing this line? Yes.
1245. That it will cost £16,000 or £17,000? I have an estimate here by which I calculate that the line to the Queen's Wharf will cost £16,632.
1246. *By Mr. Morris:* The mere making of the railway, without rolling stock? Yes, without rolling stock.
1247. *By the Chairman:* Have you calculated the expense of making any proposed extension? Through the town—yes; I make the whole cost of carrying the line through the town, including an allowance of 15 per cent. on the permanent way and earthwork, for sidings and so on, £23,557.
1248. You have seen the Bill, I presume? I have.
1249. The provisions in the Bill, with regard to security to the public in working the railway, are the same as in the Bill that was before Parliament before? I believe they are. With regard to bridges, there are no roads crossed by bridges, although there are provisions in the Bill regulating the height of such bridges.
1250. *By Mr. Piddington:* You say you have completed a working survey of this line? Yes.
1251. Have you any objection to hand in to the Committee a copy of that survey? I have done the out-door work of the survey, and I am drawing sections now, or having them drawn. I have a survey here, such as it is customary to deposit on these occasions.
1252. Have you no section of the line, no working section such as is given to the contractor? No; I do not know that it is customary to deposit such sections.
1253. Have you that? I have taken my sections, and the drawings are now being made.
1254. You have not got a copy of your section? The sections on this plan were laid down from the very levels I took.
1255. Have you any objection to hand that in? No; I prepared this to hand in. (*The witness handed in the plan referred to.*)
1256. You intend to divert the existing line of road at some particular point? Yes.
1257. At how many points do you intend to divert the existing road? Only at two points; one occurring at one mile twenty chains, and another at two miles distance from Maitland.
1258. Is the diversion considerable? No; much less than was proposed by Mr. Whitton.
1259. Is this broad line that I see here the line of road from Morpeth to Maitland? Yes.
1260. Does your proposed line of railway run pretty nearly parallel with the existing common road? It runs in the direction shown here.
1261. Is that line nearly parallel with the road? Parallel as far as the sinuosities of the road will allow it to be so.
1262. What distance do you suppose it is, say from the intersection of your proposed line at Northumberland-street, to the existing line of Government Railway to the south—what would be the distance of a line carried southerly to the Great Northern Railway? At least three miles.
1263. From the point of intersection at Northumberland-street? Yes.
1264. Take another point, the contemplated diversion of the common road nearest to East Maitland—what is the distance from that particular point running southerly to the Great Northern line? About two miles and a half.
1265. Taking a mean of the whole line from Morpeth to East Maitland, what is the mean distance of a line running southerly until it intersects the Great Northern Railway? I do not exactly see how to arrive at that.
1266. Perhaps you have never made any examinations in order to do so? I have made examinations of all the country to the south of the proposed line of railway.
1267. I mean with reference to the matter referred to in my question? No.

1268.

1268. Can you give no opinion as to the mean distance of a line running from the proposed Maitland and Morpeth line and intersecting the Northern line? I should think the mean distance might be about two miles. A. J. Whalley,
Esq., C.E.

1269. That is the nearest estimate you can give at the present time? That appears to me to be about what it is. 22 Oct., 1861.

1270. Do you not think any line of railway which runs parallel to an existing line, the mean distance of which does not exceed two miles, may be fairly called a parallel line? I do not think that this is a parallel line.

1271. What is the nearest approximation to a line which you, in your judgment, would consider a parallel line, where an existing line is constructed? Well, really I do not exactly see how to answer your question. This line, together with a supposed line drawn from any part of its length, would form a triangle with the Great Northern Railway.

1272. You stated just now, or I understood you to state, that the mean distance of a line drawn from this railway to the Government line would be two miles? I suppose it may be.

1273. Do you see any reason to change your opinion on that point? No, I do not.

1274. Then I ask this question—what constitutes a parallel line, in your opinion, to an existing line of railway? A line running parallel to another is one which being produced never so far will not meet it. This line does meet the Great Northern line.

1275. I am quite aware there is an intended junction, but I meant with regard to the distance from an existing line of railway? Really I do not—Of course it must be borne in mind that this line is only two miles and a half in length up to the Queen's Wharf.

1276. I did not ask with regard to its length? No, but that has something to do with its relative position with regard to a supposed line drawn to the Northern Railway.

1277. My question was simply this—What constitutes a parallel line of railway to one already existing? I think I stated just now, a line which, being produced never so far, does not meet it; this one does meet it.

1278. You have said—I hope I have not misunderstood you—that taking the whole of this railway, the distance of a line running from the projected line to the Government line south, is a mean distance of only two miles? Certainly I said it might be about that.

1279. *By Mr. Wilson:* What is the length of the railway from Morpeth altogether? Not quite three miles and a half.

1280. Then the greatest distance it can possibly be is a little over three miles? Yes.

1281. *By the Chairman:* Do you not think that, when considering the question whether railway lines are parallel, it is not a mere question of distance from one line to another, but a question as to the way in which the traffic goes and the use of the railway? Yes.

1282. *By Mr. Piddington:* I do not mean to tie you down to a strict answer to my question, such as that with regard to two parallel lines not meeting each other, but whether the proposed Maitland and Morpeth line is not practically a line parallel to the existing Government line? No, I do not think so.

1283. Although you admit it is only two miles from the Government line? Yes.

1284. Where do you propose that the junction should take place with the Government line? At the Pitnacree crossing.

1285. What distance is your proposed junction at Pitnacree from the existing station at East Maitland, on the Government line? I suppose about a quarter of a mile.

1286. From whence do you expect the goods traffic on this line? I presume there will be a large trade in coal.

1287. Where from? From Stoney Creek, Anvil Creek,—

1288. This line does not run to either of those places? No, it does not.

1289. Then you expect the traffic at Stoney Creek to come down the Great Northern line for a very considerable distance? Certainly.

1290. *By the Chairman:* I think you have not been very long in the Colony? About nine months only.

1291. *By Mr. Piddington:* Do you know Anvil Creek. I have passed it.

1292. How many bridges or viaducts will you require to construct on this line? Four bridges and eight flood openings.

1293. Have you an estimate of the separate cost of these four bridges? I have not a separate estimate of the cost of each of them, but I have estimated the whole cost of all the bridges and all the flood openings at £1,646.

1294. What description of bridges do you intend to build? Timber.

1295. Are they intended to be built on piles—timber pile bridges? On piles where the soil will admit of driving them. Of course where the soil will not admit of driving piles we shall put in brick piers.

1296. In how many cases will the soil not admit of pile driving? That I cannot say; it is not my business as yet to ascertain that. Of course when a bridge comes to be built, it will be time then to sink trial pits to ascertain what the subsoil is.

1297. How can you give an estimate of the cost of a bridge if you do not know whether you will have to construct it on timber piles driven into the natural soil, or whether you will have to use bricks for piers? I have estimated them all as being all built of timber.

1298. But you say that in some cases they may possibly have to be built of bricks? It may possibly be so; I only put that in as an alternative. I have no reason for believing it will be necessary in any case.

1299. *By Mr. Morris:* Which is the most expensive? I believe there will be very little difference in the cost of the two.

1300. *By the Chairman:* What is the height of the highest? About twelve feet.

1301. *By Mr. Piddington:* Have you any reason to believe brick piers will not be required? As far as I know the nature of the ground, I have no reason to believe they will be required.

1302.

- A. J. Whalley, Esq., C.E.
 22 Oct., 1861.
1302. Then I presume you will require timber bridges in most cases? They will all be timber, as far as I know at present.
1303. Resting upon piles? Resting upon piles.
1304. How are these piles to be secured? They are to be framed together. I have not brought any design with me, although I have made out some of my drawings; I did not think it would be necessary.
1305. You expect a considerable passenger traffic as well as goods traffic on this line? Certainly.
1306. And do you think you are entitled, as an engineer, to form an estimate for this line, without reference to particular estimates for bridges? I cannot frame my estimate for the line without reference to particular estimates for the bridges.
1307. You appear to have framed your estimate without particular reference to the nature of the bridges? No, I say I have made my drawings of the bridges, but I have not brought them here, because I did not know they would be required or asked for even.
1308. Do you not think it is desirable that a Committee of the Assembly should investigate closely the nature and construction of bridges on which a great number of passengers may travel? It might be considered expedient.
1309. Do you not think the construction of a bridge is a very important question, with reference to the safety of travellers? Undoubtedly it is.
1310. I want to know in what manner you propose to build these bridges; whether they are to be braced or secured? Certainly they are; you cannot build a bridge without it.
1311. In what way is it proposed to brace them? To brace them diagonally and strut them with battering piles.
1312. How many piles do you intend to drive in a line with each other? Three perpendicularly, and two battering piles, one on each side, the whole secured by waling pieces a short distance from the ground, and braced with diagonal braces, and the whole held together with wrought-iron bolts.
1313. *By Mr. Morris:* What will be the diameter of the piles? I have reckoned the scantling of the piles at 13 inches by 13 inches.
1314. Square? Square.
1315. *By the Chairman:* Many of the bridges on the Government line are much higher than twelve feet? One over Black Creek is nearly forty feet high.
1316. *By Mr. Piddington:* Do you intend to use the same means of securing your bridges that the Government have used at Black Creek? Really I do not know exactly what those means are; I have merely passed it at a distance, and I have been told what its height is.
1317. I mean with regard to strengthening the bridges, and so forth? I propose to brace and strut them in the way I have usually seen these things constructed; and I have had the construction of a good deal of timber work of that kind in India.
1318. What is the span of the proposed bridges—is there more than one archway or span? Several.
1319. What is the distance between each row of piles? One hundred feet* from bank to bank, on the top of the bank; allowing for the slope, the opening at the foot of the bank will not be so much. It will be a hundred feet at the level of formation.
1320. Are there any works that may be called viaducts on this line, where there is more than one span, I mean in a longitudinal direction? Yes; there is more than one span in them.
1321. I am not speaking of the width of the bridge from bank to bank, but the distance between two rows of piles? I reckon that at 20 feet.
1322. *By the Chairman:* I understood you to say, that though you had not calculated the cost of brick piers, there would be very little difference between them and wooden piers in bridges 12 feet high? The superstructure, that which carries the rails, would still be of timber; the only difference would be, that instead of using timber piers, the piers would be of brick; and I think when you take into consideration the difference in the cost of carting and so on, the brick piers would be found to come almost as cheap as the timber.
1323. *By Mr. Piddington:* Are you acquainted with railways in England, and railway legislation? I cannot say that railway legislation is my business.
1324. I am merely asking whether you are acquainted with the matter? I cannot say I am.
1325. Have you been employed on any railways in England? No; I have not been employed on railways in England, but I was employed on railways all the time I was in India.
1326. You are not acquainted with any limitations which the English Legislature insist upon with regard to railways? I am aware there are certain points which the Legislature requires should be attended to.
1327. In England? In England; and it has been my endeavour to meet all those requirements of the English Legislature as far as possible in this case, because I was not exactly aware what the requirements in this Colony were.
1328. You now allude to engineering matters exclusively? To engineering matters exclusively, with such provision for the convenience of the public generally as can be made in carrying out the work.
1329. I suppose you do not know of any rule in English railway Bills to fix the maximum scale of charges for the conveyance of goods and passengers? I am not aware of it; very likely there may be such.
1330. *By the Chairman:* Will the diversions it is proposed to make in any way interfere with the traffic of the road? No; these diversions will be made before the line is commenced.
- 1331.

*NOTE (on revision):—In this bridge. (I pointed to the largest bridge on the line at the time I spoke.)

1331. And after they are made, they will not interfere with the traffic on the road? No.* A. J. Whalley, Esq., C.E.
1332. *By Mr. Iceton*: Are they of very great extent, or very small? Small.
1333. *By Mr. Piddington*: I perceive that a question was put to you last Session, as follows:—"We have had before the House at different times various opinions as to the best mode of staying piles in a viaduct or culvert—what is your opinion on the point; or rather how do you propose to stay your piles, by longitudinal or by cross braces? The kind of thing I propose is merely to place on the piles the timber necessary for carrying the rails, and these timbers would of themselves be braces." Do you adhere to that opinion now? That is not altogether a correct report of what I said, and at the time the thing was before the House I spoke to Mr. Morris about it. I never had my evidence sent to me to correct before it was published.
1334. Then this answer is not to be taken as your answer at the present time? No, nor was it my answer then.

22 Oct., 1861.

THURSDAY, 24 OCTOBER, 1861.

Present:—

- | | | |
|----------------|--|-----------------|
| Mr. ARNOLD, | \| | Mr. T. GARRETT, |
| Mr. BELL, | \| | Mr. MORRIS, |
| Mr. BUCHANAN, | \| | Mr. PIDDINGTON, |
| Mr. DALGLEISH, | \| | Mr. WILSON. |

WILLIAM CHARLES WINDEYER, Esq., IN THE CHAIR.

Thomas Iceton, Esq., appeared as Solicitor for the Bill.

John Whitton Esq., called in and examined:—

1335. *By the Chairman*: You are Engineer-in-Chief for Railways in this Colony? I am. J. Whitton, Esq.
1336. You are acquainted with the subject matter of the 41st clause of the Maitland and Morpeth Railway Bill? Yes, I have a copy of it here.
1337. Does that clause contain anything on which you, as an engineer, and in your position, can give the Committee any particular information? Not as an engineer; but it certainly is a clause I do not clearly understand. The provisions contained in the clause are not quite intelligible to me, but it may possibly be because I do not understand the intention of the person who drew the Bill. In the first part of the clause provision is made to allow the Government to purchase the line after twenty-one years, on payment of a sum equal to twenty-five years' purchase of the annual profits estimated on the average of the seven next preceding years "Provided always that if the average rate of profit for the said seven years shall be less than the rate of fifteen pounds per one hundred pounds it shall be lawful for the Company if they shall be of opinion that the said rate of twenty-five years purchase of the said average profits is not an adequate rate of purchase of such railways and other works and appurtenances reference being had to the future prospects thereof to require that it shall be left to arbitration in case of difference to determine what (if any) additional amount of purchase money shall be paid to the Company." Then the last part of the clause provides "That such option of purchase shall not be exercised except with the consent of the Company while any such reduced scale of tolls fares and charges as aforesaid shall be in force." Under this clause it appears to me that unless the Company can charge whatever rates they please, they will be able to refuse to allow the Government to purchase on any terms.
1338. Then it is the last proviso that gives the ambiguity to the clause in your opinion? Yes, I think so.
1339. And you think the clause would be improved if the last proviso were done away with? I think the clause would be improved if it were so altered as to give the Government the right to purchase at any time, on payment to the shareholders of a certain premium on the money they had expended. I think it would make the clause clearer.
1340. *By Mr. Morris*: Have you ever seen a similar clause to this in any other Bill? No, but I have been told there is a similar clause in the Hunter River Railway Company's Bill.
1341. And the Pymont Bridge Company's Bill? No, I think the clause in the Pymont Bridge Company's Bill is to the effect that the Government may purchase the bridge within seven years, on payment of a premium of ten per cent. on the sum expended in the construction of the bridge.
1342. *By Mr. Piddington*: You have noticed the stipulation, contained in the 41st clause of

24 Oct., 1861.

* NOTE (on revision):—The work on the line will not interfere with the traffic of the road.

J. Whitton, Esq. of this Bill, that the Government shall not be permitted to purchase the railway unless they give the Company twenty-five years' purchase, calculated on the average profits of the seven preceding years? I have.

1343. What is your opinion of that limitation of the power of the Government to purchase? I think the clause had better be altered altogether, giving the Government power to purchase at any time, by paying a certain premium to the shareholders on their expenditure. But although, in the first part of the clause, power is given to the Government to purchase, the last proviso prevents the Government from doing so, "except with the consent of the Company while any such reduced scale of tolls fares and charges as aforesaid shall be in force." It therefore appears, that if the Government or the Legislature should interfere, under clause 39, with any rates the Company may propose to charge for carriage along that line of railway, the Government will have no power to purchase at all if the Company are not willing to sell.

1344. With reference to the stipulation for twenty-five years' purchase, do you think that is a fair stipulation for the Company to insist upon—do you think twenty-five years' purchase is, or is not, a moderate sum for the Government to be asked to pay? I do not think it is a moderate sum; but at the same time I think the clause would be far better if it were put as I say.

1345. Do you know the average price of real property, with regard to the number of years' purchase? In this country, from eight to ten years; in England, it may be twenty to twenty-five years.

1346. In this Colony, I mean? Perhaps ten or twelve years' purchase.

1347. In that case, if the average price given for real property is ten years' purchase, do you not think this an enormous sum to ask the Government to give—twenty-five years' purchase for an interest of this description? I think it is.

1348. Have you noticed the first proviso, which provides that if the average rate of profit shall be less than fifteen per cent., it shall be lawful for the Company to insist that a higher rate than even twenty-five years' purchase shall be given by the Government? It is left to arbitration; it is not compulsory that a higher rate shall be given.

1349. Do you notice that, although the question in dispute is to be referred to arbitration, the point is not whether a lower sum shall be given, but what additional sum shall be paid to the Company? Decidedly. I imagine the arbitrators would have no power to award less.

1350. *By the Chairman:* The arbitrators might decide that nothing additional should be given? The Bill certainly implies that the arbitrators shall only have power to consider what additional amount shall be paid.

1351. *By Mr. Piddington:* Provided the Company does pay fifteen per cent. the question will not arise? I think not.

1352. And if they do not pay fifteen per cent., the only point left to the arbitrators will be the additional amount to be paid? Yes.

1353. In reference to the last proviso of this clause, the Company appears also to demand that, if a certain scale of charges be not assented to, or in existence, the Government are not to have any power of purchase whatever? Yes.

1354. So that the last proviso entirely nullifies, under certain circumstances, the supposed privilege conferred by the previous part of the clause? Certainly.

1355. Are you aware that the English Parliament will not permit any clause to authorize any power of sale, lease, or amalgamation in any Bill for the construction of a railway? I am not quite clear on that, there are so many railway Bills.

1356. Are you aware that Committees of the House of Commons on railway Bills fix a maximum rate of charge for the conveyance of goods and passengers? In all cases.

1357. Do you find any scale of that description contained in this Bill? No; that is one of the suggestions I intended making.

1358. It is not contained in the draft of the Bill? No. As I am before the Committee, I wish to make a few suggestions as to this Bill. (*Witness requested to withdraw. Being re-introduced; examination continued.*)

1359. *By the Chairman:* The Committee have come to the conclusion that you may make what suggestions you think proper to the Committee; not with regard to the general policy of the Bill, or the Bill generally, but with regard to any engineering questions which may be raised by it? The first suggestion I have to make is with regard to clause 14 of the new Bill, which gives power to the Company to make a junction with the Northern Railway at any point at or near to East Maitland, which may appear most suitable and proper to the Board of Directors of the said Company. I think that permission is far too indefinite, and that the place of junction should be fixed as nearly as possible to some point shown on a plan. Otherwise I see nothing in this Bill to prevent the Company carrying their line on to West Maitland and forming the junction there. I think the Bill should state that the junction should be made near the Pitnacree road; the exact point to be determined between the Directors and the Commissioner for Railways, in accordance with the 99th section of the Government Railways Act of 1858. The next clause is clause 18. The Company take power under this clause to make any branch railways and all works connected therewith to any places not authorized by this Bill. In fact there is no limit that I can see. The Bill being a private Bill, the proving the preamble has been limited to the plan before the Committee; but the indefinite powers of extension here given will enable the Company to go through the lands of parties who might have objected to the Bill if they had known the intention of the Company.

1360. *By Mr. Iceton:* Under which clause do you conceive the Company will have the power you mention—Are these the words, in the 17th line,—“any extension or branch thereof?” Yes, they are to take power to do what “may be necessary and proper for the laying

"laying out, making, constructing, and the convenient operation of the said railway and any extension or branch thereof." J. Whitton, Esq.

1361. Those are the words you think objectionable? Yes, I think under the clause as it stands, the Company will have the power to extend their railway in any direction without applying to Parliament for a new Bill. I think the powers given to the Company should be limited to the plan before the Committee; and for any extensions that may be requisite afterwards, the Company should deposit fresh plans and apply for a new Bill. The Bill should state distinctly that the line shall be of a certain length, and shall commence at a certain point and end at a certain point, to be specifically defined in the Bill. I never saw a railway Bill, or an application for one, in which the two points were not distinctly stated, as well as the entire length of the line. If it be the intention of the promoters to make the line from East Maitland to the Queen's Wharf at Morpeth, I do not see that there can be the slightest objection to inserting a clause to that effect. The next clause is the 19th. I simply wish to introduce into the proviso the following words—"or to take or use any portion of the land belonging to the Commissioner for Railways without his consent." In clause 39 power is given to the Company to take tolls or rates, but I see no schedule of rates in the Bill. I think the rates should not be allowed to exceed those fixed from time to time by the Governor and Executive Council for the Great Northern Railway, for the like distance. The only other suggestion I have to make is that a clause should be inserted in this Bill, to the effect that nothing herein contained shall alter, repeal, or otherwise affect the Government Railways Act of 1858.

1362. *By Mr. Dalgleish*: May I ask if there is any provision in this Bill for enforcing whatever alterations may be recommended by the Government Engineer—There is a clause which authorizes the Government Engineer to inspect, but there is no power to enable him to enforce his recommendation—is not that necessary? Certainly I think it is, but as I was not examined before the Committee on engineering questions, I do not consider myself responsible for anything connected with such matters in this Bill.

1363. From your knowledge of parliamentary inquiries with regard to railway Bills, is it usual to restrict the examination of a witness to one particular clause?

The question being objected to, the Committee decided that it could not be put.

1364. *By the Chairman*: Is there any other matter in this Bill connected with engineering questions, to which you wish to make reference—It is the opinion of the Committee that you should confine yourself to matters of engineering skill? No, I see nothing in the Bill of that kind. By a sketch I saw just now, the line appears to be laid out as far as the Queen's Wharf as I laid it out; I have not noticed any deviation, and I do not know of any engineering question to which I wish to direct attention.

1365. *By Mr. Dalgleish*: Did you receive instructions to confine your answers to one clause of the Bill?

Question overruled, and witness directed to withdraw.

John Rae, Esq., called in and examined:—

1366. *By the Chairman*: What is the office you hold? Under Secretary for Works and Commissioner for Railways. John Rae, Esq.

1367. *By Mr. Piddington*: Have you looked over this proposed Bill for the construction of a private railway from Maitland to Morpeth? I have glanced over it. 24 Oct., 1861.

1368. Will you have the goodness to refer to clause 41? I have it before me.

1369. Do you observe that the proposed Company stipulate, that if the Government choose to exercise the right of purchase, they are to be compelled to pay to the Company twenty-five years' purchase of the annual divisible profits, estimated on the average of the next preceding seven years? Yes.

1370. Do you think that is a reasonable sum to be stipulated for by this private Company? I think it a high price, compared to what is considered the value of house property in this Colony—more than double what I should consider the value of house property.

1371. The value of house property is ten or twelve years' purchase in favourable situations? I should say ten years' purchase would be a fair average, rather high than otherwise.

1372. You observe that the first proviso provides that if the average rate of profit for the said seven years shall be less than fifteen per cent., the Company may then proceed to arbitration, with a view of obtaining more than twenty-five years' purchase? Yes.

1373. So that the Company are evidently not satisfied with twenty-five years' purchase, unless they realise fifteen per cent.? It seems so.

1374. And then the last proviso provides that such option of purchase shall not be exercised except with the consent of the Company, while any such reduced scale of charges as is mentioned in a previous clause is in force? Yes, that I think does away with the intention of the former part of the clause.

1375. You are of opinion that the last proviso reduces the whole previous part of the clause almost to a nullity? Almost. I think the clause is exceedingly confused in drawing—

1376. With reference to the stipulations? With reference to the stipulations—I think the one seems to eat up the others. I think a simple clause, that the Government should have the power at any time to purchase these railway works at a fair valuation, would be more advisable.

1377. *By Mr. T. Garrett*: Agreed upon by arbitration? Yes.

1378. *By Mr. Piddington*: Would the valuation arrived at as you proposed be based on the total expenditure, or a valuation based on the profits? I believe it would include both. The

- John Rac, Esq.
24 Oct., 1861.
- The arbitrators would be left to judge what the actual value of the property was at the time, and to say what premium should be paid.
1379. In advance upon the first cost? Yes. In practice, in settling the amounts to be paid by the Government for land taken for railways, we find that the arbitrators take into account not only the actual value of the property at the time, but also the forced sale and the prospective advantages which would increase the value of the property. It would simplify the matter much to allow the Government to purchase at a fair valuation at any time, because if they find it necessary or advisable to take over this railway, it may happen next year as well as in twenty-one years.
1380. With reference to the twenty-five years' purchase—are you of opinion that it would not be consistent with the public interest that that should be assented to by the Legislature? I should think not, but of course it is a matter for the Legislature itself to decide.
1381. Are you aware that the English Parliament will not permit any clause to authorize any power of sale, lease, or amalgamation, in any Bill for the construction of a railway? I am not aware.
1382. *By Mr. Morris:* You remember, no doubt, the Hunter River Railway Company's Act? Yes.
1383. Was there a similar clause to this in it? There was.
1384. Was it not the same *verbatim et literatim*? I cannot say; I have not compared the two.*
1385. *By Mr. Arnold:* You say you think this Company ought to be obliged to sell to the Government at a valuation, supposing the railway proves a success, while if it proves a failure the Government will not be compelled to purchase? It will cut both ways, of course;† but if you refer the matter to arbitrators they will take all circumstances into account.
1386. But in any case, the compulsory sale falls only on the Company? Quite so. That is a reason why they should be paid a higher valuation than is usual in the case of ordinary purchases.
1387. Did you ever know any case of a railway being sold to the Government before? Yes.
1388. Was that sold at as high a rate as twenty-five years' purchase of the net receipts? The Hunter River Railway was sold for the amount of the expenditure,‡ with an addition of a premium of seven per cent.
1389. Was the price then paid more than twenty-five years' purchase of the annual net receipts? I am not prepared to say how much, but it must have been much more than that, because the annual net receipts were very small.
1390. You are familiar with the mode in which the Government compensate persons whose land they take—is it the case that they often give more than twenty-five years' purchase? Yes.
1391. Very frequently? Yes.
1392. Very much more than that? Yes.§
1393. Do you know of any reason why the same scale of compensation should not be given to this Company as to other persons whose property is taken by the Government? I am not aware of any reason; but I think, as I said before, that it is a high rate to pay, and the only reason that it is fixed so high is that it is compulsory. It is not higher than other cases that have happened, but it is higher than the general rate.
1394. Not higher than where the Government take property compulsorily from individuals? No.
1395. *By the Chairman:* Will you be good enough to compare this clause with that which has been alluded to in the Hunter River Railway Company's Act, and say whether it is the same? Yes; the clauses are identical.
1396. *By Mr. Piddington:* You have spoken of the sale of a railway to the Government—what railway did you allude to? Both the Hunter River Railway and the Sydney Railway—the Parramatta line.
1397. Is it the fact or not, that the Government never paid to either of these Companies more than seven per cent. on the sum supposed to have been expended in the construction of the works? That is what they did pay to the one line.
1398. They paid nothing more? They paid the whole expenditure.||
1399. But not more than seven per cent. premium? No; but the actual price, as Mr. Arnold has said, was very much more than twenty-five years' purchase. With reference to the scale of tolls, there is one thing I wish to mention. A difficulty has been started about the rates not being fixed. It was stated that there is no scale of tolls named in the Bill. I think they are fixed to a certain extent, because you will observe that clause 39 states that the scale of charges shall be such as the Directors of the Company shall from time to time establish, and the proviso provides that if these shall be found excessive, the Legislature may reduce and revise them in such manner as may seem most proper and advisable. That comes practically to the same thing. The Government will always have power to regulate the tolls.

1400.

* NOTE (on revision):—They are at all events the same in substance.

† Revised:—I would leave the option to purchase with the Government.

‡ Revised:—And the Sydney Railway Company for the paid up capital.

§ NOTE (on revision):—Not for the land itself, but for damage by severance and otherwise.

|| Revised:—In one case, and in the other added a premium of seven per cent.

- 1400. Not unless they come to the Legislature? No, I meant the Legislature.
- 1401. *By Mr. Dalgleish:* You have mentioned the sale of the Newcastle line, and the Sydney and Parramatta line—are those cases similar to this? I think they are similar cases. John Rae,
Esq.
- 1402. Was there not a guarantee for five per cent. to be paid by the Government, on all capital expended? There was a guarantee on one of them, and I think on both. 24 Oct., 1861.
- 1403. *By Mr. Arnold:* On all the capital expended? I think so.
- 1404. Or on the first hundred thousand pounds? It was up to a certain extent. I forget the exact amount.
- 1405. *By Mr. Dalgleish:* Is there any such clause in this Bill? No.
- 1406. *By the Chairman:* Do you not think that there being no such provision as a guarantee of five per cent in this case, the Government ought to be more liberal in their terms? I think so. The Company runs greater risk than the other two did.
- 1407. *By Mr. Dalgleish:* Could you not, if necessary, give further evidence on this Bill? I could, probably, if I were asked.
- 1408. You are confined by your summons to answer questions on the 41st clause? I may say I have no further observations I wish to make, but if questions are asked I will answer them, of course.
- 1409. Have you not been warned that you were not to answer any questions except on the 41st clause? I understood, incidentally, that I was to be examined on the 41st clause.

1861.

Legislative Assembly.
NEW SOUTH WALES.

MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.
(MAITLAND, MORPETH, HINTON, &c.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

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

The Petition of the undersigned Inhabitants of Maitland, Morpeth, Hinton,
Raymond Terrace, and their vicinities in the Hunter River District, in the
said Colony,—

HUMBLY SHEWETH:—

That, in the last Session of Parliament, a sum of money was placed on the Estimates for the construction of a Railway from the port of Morpeth to the Great Northern Railway, at or near to East Maitland, which sum your Honorable House refused to grant.

That, on the refusal of your Honorable House to grant funds for the construction of said line, as aforesaid, a Company was formed, entitled, "The Maitland and Morpeth Railway Company," for the purpose of making and working the same; to empower the said Company to do which a Bill is now before your Honorable House.

That the construction of the said line would much facilitate and enlarge trade and intercourse between the Districts of the Rivers Hunter, Paterson, and Williams, and the interior of this Colony, as well as between the inhabitants of the places immediately contiguous to the said line; would cheapen the cost of transit, and extensively develop the rich mineral and other resources of this important district, thereby greatly benefiting it and the Colony at large.

That your Petitioners having full confidence in the said Company, and in the beneficial operation of the said Railway, therefore humbly pray your Honorable House to pass the said Bill.

And your Petitioners will ever pray.

[Here follow 1,274 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.
(MORPETH, NEWCASTLE, &c.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

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

The humble Petition of the undersigned Inhabitants of Morpeth, Newcastle, and the Hunter River District,—

RESPECTFULLY SHEWETH:—

That your Petitioners view with considerable interest and misgivings the Bill now before the Assembly, for the Incorporation of the proposed Maitland and Morpeth Railway Company, and they therefore would most respectfully and earnestly urge upon your Honorable House the necessity of discussing this important measure, in all its bearings, previously to its receiving the sanction of Parliament.

That your Petitioners would remind your Honorable House, that the great highway of the District, the Hunter River, is entirely in the hands of two Incorporated Companies of capitalists, who, instead of conducting their business transactions in accordance with the rules of legitimate competition, are acting in direct and open collusion; and that, in consequence of this monopoly, the cost of transporting agricultural produce along this line of traffic, to the Sydney market, amounts ordinarily to one-third, often to one-half, and sometimes to three-fourths of its mercantile value.

That, as the exorbitant freights and prohibitory fares imposed by the Hunter River Steam Navigation Companies have completely prostrated the trade of the District, and virtually cut off all personal intercourse between our residents and the urban population, your Petitioners feel assured that your Honorable House will arrive at the logical conclusion that, to diminish the traffic of the Great Northern Line of Railway, in order to increase the goods traffic of the River, would inevitably augment the cost of transport, and thus further militate against the industrial classes.

That the Directors of the proposed line of Railway being the same as, or identical with, those of the Steam Navigation Companies, your Petitioners venture to hope that your Honorable House will pause before transferring from the public revenue to the pockets of private capitalists, the annual receipts of the Morpeth Toll-bar, which now amount to the sum of seven hundred and thirty-two pounds (£732) sterling.

That, in the event of your Honorable House sanctioning the incorporation of the said Company, and thereby declaring that no evil can possibly accrue from placing a larger portion of the highways of the Colony under the control of private capitalists, your Petitioners, in conclusion, most earnestly pray that your Honorable House will deem it expedient and necessary, either to impose by the statute of incorporation a major limit of ten per cent. to the Company's dividends, or enact that the entire surplus of this limit shall revert to the public Treasury.

And your Petitioners, as in duty bound, will ever pray.

Morpeth, 24 October, 1861.

[Here follow 213 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

MAITLAND AND MORPETH RAILWAY COMPANY'S BILL.
(PETITION OF FRANCES SOPHIA MAGRANE.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Frances Sophia Magrane, of Balmain, in the Colony of New South Wales,—

HUMBLY SHEWETH :—

That your Petitioner is possessed of a piece or parcel of land, situate at East Maitland, in the said Colony, containing two acres.

That there is now before your Honorable House a Bill to establish and incorporate a Company, to be called, "The Maitland and Morpeth Railway Company, and to enable the said Company to construct and work a line of Railway between the Port of Morpeth, in the Colony of New South Wales, and the Great Northern Railway, at or near to the Town of Maitland, in the said Colony."

That, by the twenty-second section of the said Bill, it is provided that the said Company shall give notice of the lands taken, ascertained, set out, and required for the said Railway, to all the parties interested in such lands, or to the parties enabled by said Bill to sell, convey, or release the same, when the said Company shall have been made and completed the map or plan and book of reference therein required to be made.

That the aforesaid property of your Petitioner constitutes a portion of the land ascertained, set out, and required for the said Railway, but that your Petitioner has not received any notice whatsoever from the said Company to that effect, nor has any person on her behalf, as your Petitioner believes, received any such notice.

That your Petitioner has also inspected the said plan of the said Railway, but does not find thereon any reference whatever to her in relation to the said land.

Your Petitioner, therefore, feels herself aggrieved, and humbly prays that your Honorable House will be pleased to withhold your consent to the said Bill until the requirements therein contained, and hereinbefore set forth, shall have been complied with.

And your Petitioner, as in duty bound, will ever pray.

F. S. MAGRANE.

7 November, 1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY TO GOULBURN.

(DISTRICT OF GOULBURN, AND COUNTY OF ARGYLE.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1861.

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

The humble Petition of the undersigned Inhabitants of the District of Goulburn, and County of Argyle,—

SHEWETH :—

That your Petitioners, having learnt that it is the purpose of the Government to place certain sums upon the Estimates for Railway extension, humbly and earnestly pray to be allowed to place before your Honorable House the claims of the Southern line, which, your Petitioners trust, will not fail to indicate the necessity for prompt and decisive measures, whereby Goulburn may be at once connected by Railway with Sydney.

The favored climate of the South is eminently adapted for the growth of cereals. With such facilities of transit as all civilized countries do or seek to possess, an impetus would be given to agricultural pursuits, a demand for the acquisition of land would be created, and the South would be in a position to supply the metropolis with breadstuffs, while the Colony would retain in circulation amongst its people the very large sums annually paid for the importation of such necessaries.

There are, between Picton and Goulburn, the richest of Iron Mines, a field of Coal contiguous to the Hanging Rock, and inexhaustible quantities of Limestone, all of which lie profitless.

The route through Goulburn leads to the most numerous and richest Gold Fields in the Territory of New South Wales, and it also is the great highway between the Cities of Sydney and Melbourne.

It is well known to the Government that the absence of speedy and certain communication has led to disaffection amongst important sections of the community, who feel that a disregard has hitherto been shewn to the well-nigh despairing cry for attention to their wants in this particular.

Sydney, with its magnificent harbor, will little avail to provoke commerce without internal lines of Railway, if the more energetic neighbouring Colonies continue in the advance-step already made.

Goods at the present time are now being delivered from South Australia, six hundred miles, into our Colony, for seven pounds per ton.

Your Petitioners conceive they but express the unprejudiced opinion of reasonable persons, in declaring that it will tend to raise from depression, and stimulate the interests of the whole Colony, if all available means are devoted to the extension of the Southern Line exclusively, it will be fraught with immeasurably greater advantage to the Colony in its entirety than by the extension of the Northern and Western Lines prolonged to their limits.

Goulburn had the first telegraphic communication because it was on the line to Melbourne; so do similar reasons, though in an increased degree, manifestly point to the vital necessity of the first construction and completion of the Railway towards Albury.

Your Petitioners pray that Railway communication between Sydney and the Southern Districts may be extended and completed as far as Goulburn, at least, with all possible dispatch.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 772 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXTENSION TO SOUTHERN DISTRICTS.
(YASS.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1861.

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

The humble Petition of the undersigned Inhabitants of the District of Yass,—

HUMBLY SHEWETH:—

Your Petitioners having learned that it is the purpose of the Government to place certain sums upon the Estimates for Railway Extension, humbly and earnestly pray to be allowed to place before your Honorable House the claims of the Southern Line, which Petitioners trust will not fail to indicate the necessity for prompt and decisive measures, whereby Goulburn, Yass, and the other towns along that line, may be speedily connected by Railway with Sydney.

The favoured climate of the south is eminently adapted for the growth of cereals. With such facilities of transit as all civilized countries do or seek to possess, an impetus would be given to agricultural pursuits, a demand for the acquisition of land would be created, and the South would be in a position to supply the Metropolis with bread-stuffs, while the Colony would retain, in circulation among its people, the very large sums annually paid for the importation of such necessaries.

There are in the Yass District several rich mines of copper, lead, iron, &c., all of which lie profitless until transit to Sydney is obtainable at a reasonable cost.

The Southern Line leads to the most numerous and richest Gold Fields in the territory of New South Wales, and it also is the great highway between the Cities of Sydney and Melbourne.

It is well known to the Government, that the absence of speedy and certain communication has led to disaffection amongst important sections of the community, who feel that a disregard has hitherto been shewn to the well-nigh despairing cry for attention to their wants in this particular.

Sydney, with its magnificent harbour, will little avail to provoke commerce without internal lines of Railway, if the more energetic neighbouring Colonies continue in the advance step already made. Goods at the present time are now being delivered from South Australia, six hundred miles into our Colony, for £7 per ton.

Petitioners conceive they but express the unprejudiced opinions of reasonable persons, in declaring that it will tend to raise from depression and stimulate the interests of the whole Colony, if all available means are devoted to the extension of the Southern Line exclusively; it will be fraught with immeasurably greater advantage to the Colony in its entirety, than by the extension of the Northern and Western Lines prolonged to their limits.

As the first telegraphic communication was established along this line, in order to connect Sydney with Melbourne, so do similar reasons, though in an increased degree, manifestly point to the vital necessity of the first construction and completion of the Railway towards Albury.

Your Petitioners pray that Railway communication between Sydney and the Southern Districts may be extended and completed with all possible dispatch.

And your Petitioners will ever pray, &c., &c., &c.

[Here follow 82 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXTENSION TO SOUTHERN DISTRICTS.
 (QUEANBEYAN.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Inhabitants of the District of Queanbeyan, and its neighbourhood.

Your Petitioners having learned that it is the purpose of the Government to place certain sums upon the Estimates for Railway extension, humbly and earnestly pray to be allowed to lay before your Honorable House the claims of the Southern Line, which Petitioners trust will not fail to indicate the necessity for prompt and decisive measures, whereby Goulburn may be at once connected by Railway with Sydney.

The favoured climate of the South is eminently adapted for the growth of cereals. With such facilities of transit as all civilized countries do, or seek to possess, an impetus would be given to agricultural pursuits, a demand for the acquisition of land would be created, and the South would be in a position to supply the Metropolis with breadstuffs; while the Colony would retain in circulation among its people the very large sums annually paid for the importation of such necessaries. There are between Picton and Goulburn the richest iron mines, a field of coal contiguous to the Hanging Rock, and inexhaustible quantities of limestone,—all of which lie profitless.

The route through Goulburn leads to the most numerous and richest Gold Fields in the territory of New South Wales; and it also is the great highway between the cities of Sydney and Melbourne.

It is well known to the Government that the absence of speedy and certain communication has led to disaffection amongst important sections of the community, who feel that a disregard has hitherto been shewn to the well-nigh despairing cry for attention to their wants in this particular.

Sydney, with its magnificent harbour, will little avail to provoke commerce without internal lines of Railway, if the more energetic neighbouring Colonies continue in the advance step already made. Goods at the present time are now being delivered from South Australia, 600 miles into our Colony, for £7 per ton.

Petitioners conceive they but express the unprejudiced opinions of reasonable persons, in declaring that it will tend to raise from depression and stimulate the interests of the whole Colony, if all available means are devoted to the extension of the Southern Line exclusively; it will be fraught with immeasurably greater advantage to the Colony in its entirety than by the extension of the Northern and Western Lines prolonged to their limits. As Goulburn had the first Telegraphic communication because it was on the line to Melbourne, so do similar reasons, though in an increased degree, manifestly point to the vital necessity of the first construction and completion of the Railway towards Albury.

Your Petitioners pray that Railway communication between Sydney and the Southern Districts may be extended and completed, as far as Goulburn, at least, will all possible despatch.

And your Petitioners will ever pray, &c.

[Here follow 207 Signatures.]

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXTENSION TO SOUTHERN DISTRICTS.

(OVENS GOLD FIELD, VICTORIA, AND HUME DISTRICT, N. S. W.)

Ordered by the Legislative Assembly to be Printed, 7 January, 1862.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Residents on the Ovens Gold Field, Victoria, and Hume District, New South Wales,—

RESPECTFULLY SHEWETH :—

That your Petitioners, observing with satisfaction the steps now being taken to proceed with the formation of the Great Southern Railway to Goulburn, take the present opportunity of addressing your Honorable House, with a view of representing the advantages of extending the said line still further to Albury.

That the extension of the line to Albury, as aforesaid, will place within the reach of Sydney the rich Gold Fields of the Ovens and Murray Districts, lying within a mean distance of about twenty miles from the Border. That the population of the Ovens Gold Field, according to the last Census, was 30,833 souls. That a capital of £118,720 is invested in mining machinery upon those Gold Fields, and that upwards of fifty steam engines are constantly employed in quartz-crushing and pumping. That the District contains one hundred and four quartz reefs, together with extensive and permanent surface diggings, numerous remunerative deep leads, &c., &c. That since the discovery of the Gold Field, the following quantities of gold have been transmitted by Escort :—

	ozs.	dwt.	grs.
November, 1852	27,966	3	
" 1853	198,436	0	
" 1854	138,588	0	
" 1855	192,027	3	
" 1856	342,828	0	
" 1857	346,809	0	
" 1858	245,291	10	
" 1859	284,017	0	
" 1860	286,616	15	
October, 1861	228,902	0	
Total.....	2,291,482	1	

which quantity of gold, valued at £4 per ounce, represents a sum of £9,165,928 sterling.

Your Petitioners entertain but little hope of ever being placed in Railway communication with Melbourne, and moreover they are unable to secure from the Victorian Government even those ordinary road improvements which have been so lavishly made to those more fortunate Gold Fields now being connected by Railway with Melbourne. That the absence of proper means of communication raises the price of necessaries in this portion of the Colonies to a ruinous extent, and operates as a most grievous tax upon the consumer. That, under these circumstances, your Petitioners are compelled to apply to the Sydney Legislature for relief, feeling convinced that the trade of these districts would render the through line a payable speculation.

Your Petitioners would also direct the attention of your Honorable House to the fact that, whereas the line to Goulburn cannot be expected to command the Pastoral Districts of Murrumbidgee, an extension to Albury would restore to Sydney the whole of the trade of those Districts, thus obviating all necessity for erecting Border Custom Houses on the northern bank of the Murray.

2 RAILWAY EXTENSION TO SOUTHERN DISTRICTS.—PETITION.

Should your Honorable House determine upon carrying out the extension above recommended, it would be the object of your Petitioners to endeavour to organize a private Company for constructing a short Railway from Albury, *via* Chiltern, to Beechworth, so that goods arriving from Sydney, consigned to merchants on the Ovens, would not have to be broken in bulk, or conveyed from the Border by drays.

Your Petitioners therefore pray that the arguments adduced in this Petition may be duly considered by your Honorable House, when the Ministerial Railway scheme comes under discussion, so as to ensure the completion of the line to Albury.

And your Petitioners will ever pray, &c., &c.

[*Here follow 322 Signatures*]

Albury and Beechworth,
7 December, 1861.

Sydney: Thomas Richards, Government Printer.—1862.

[*Price, 1d.*]

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY TO WESTERN DISTRICTS.

(BATHURST.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Stockholders, Merchants, Storekeepers, Tradesmen, Agriculturists, Miners, and others, Inhabitants of the District of Bathurst,—

SHIWEETH :—

That notwithstanding the large expenditure upon the main road between Bathurst and Sydney during the past two or three years, experience has shewn that, as a means of commercial communication in rainy seasons, it is utterly inadequate to the business requirements of the Western Districts.

That during the past winter the prevalence of excessive moisture has caused serious impediments of every species of traffic, amounting at times to almost total cessation, and that heavy pecuniary losses have thereby been sustained by business people of all classes, which have resulted in correspondingly serious loss and inconvenience to the community generally.

That independently of the accidents of weather, the increase of population of the district, its numerous resources, pastoral, agricultural, and mineral, some of which are unproductive, owing to the difficulties and dearness of transit and the total absence of water communication, necessitate the adoption of some superior mode of intercourse between Bathurst and the Metropolis, to the one now in existence.

That, at a Public Meeting held at Bathurst on the 17th day of June last, it was, after full discussion, resolved, that in the opinion of that meeting, the cheapest and best mode of communication between Bathurst and the Metropolis, would be steam locomotive Railway transit, and that nothing short of that would meet the requirements of Bathurst and the other Western Districts.

That your Petitioners rejoice to see by the Report of the Engineer-in-Chief, dated 31st July, 1861, not only that there are no insurmountable engineering difficulties against the laying down of a Locomotive Railway between Penrith and Bathurst, but also that the costs of such a Railway would not exceed £10,000 per mile.

That your Petitioners are of opinion that it would be highly detrimental to the interests of the community at large, if any preference is given to one district over another in the matter of Railway communication.

Your Petitioners therefore humbly pray that your Honorable House will take the matter of this Petition into your early consideration, and adopt such measures as will ensure speedy steam locomotive communication between Bathurst and Sydney.

And your Petitioners will ever pray.

[Here follow 1,274 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY TO WESTERN DISTRICTS.

(CERTAIN INHABITANTS, BATHURST, IN PUBLIC MEETING ASSEMBLED.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the Professional Men, Stockholders, Merchants, Storekeepers, Tradesmen, Agriculturists, Miners, and Inhabitants generally, of the Town and District of Bathurst, in Public Meeting assembled,—

SHEWETH :—

That your Petitioners view with astonishment and alarm the provision made in the financial statement for public works during the ensuing year, in which a sum of money is proposed for the construction of a Railway to Goulburn, a Horse Tramway to Mudgee, and improved communication to other localities, whilst the Town and District of Bathurst are altogether ignored.

That your Petitioners emphatically protest against the gross injustice sought to be perpetrated upon the Western Districts by such a repudiation of their rights, and, as a matter of simple fairness and common justice, ask that they shall be placed upon the same footing with the other great districts of the Colony, as regards improved communication.

That the Western Districts possess unbounded mineral and other resources of ascertained richness, which would vastly contribute to the wealth of these regions, and therefore, of the Colony at large; but which, from want of some cheap and expeditious mode of transit, are unavailable.

Your Petitioners therefore humbly pray that your Honorable Assembly will be graciously pleased to take these circumstances into consideration; and, in the prosecution of the railway policy of the Government, will grant to the Western Districts mile for mile of Railway with the other great districts of the Colony.

And your Petitioners will ever pray, &c.

(Signed for and on behalf of the Meeting.)

WILLIAM LEE,
Chairman.

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY TO WESTERN DISTRICTS.
(HARTLEY.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Legislative Assembly, in Parliament assembled.

The humble Petition of the Inhabitants of the District of Hartley,—

SHEWETH :—

That your Petitioners hear, with unfeigned surprise and regret, that a sum of money is to be placed upon the Estimates for the present year, for the formation of Railways and Tramways in the Southern and Northern Districts, excluding the Western Districts.

That your Petitioners, without wishing to assume any dictation, would most respectfully urge that they think, with regard to the formation of Railways or any other improved mode of transit, the expenditure ought to be equally distributed.

That such a proposal as that made by the Government would so materially affect the prospects of the Western Districts (more particularly that of Hartley), that your Petitioners pray for just consideration of the matter.

And your Petitioners will ever pray, &c.

JOHN DELANEY, J.P.,
Chairman.

1861.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY TO WESTERN DISTRICTS.
(CARCOAR.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Members of the Legislative Assembly, in Parliament assembled.

Petition of the Inhabitants of the District of Carcoar,—

HUMBLY SHEWETH:—

That your Petitioners perceive, with regret and indignation, that provision has been made for a Railway to Goulburn and Horse Tramways to Mudgee and Tenterfield, whilst Bathurst and the surrounding districts are entirely neglected.

That your Petitioners remonstrate against the provision alluded to for improved transit, as a repudiation of their just and reasonable claims, and ask, as a matter of simple justice, that the Western shall be placed on the same footing with the other great districts of the Colony.

Your Petitioners desire to draw the attention of your Honorable House to the fact that the Western Districts possess immense agricultural and mineral resources, which are either very partially developed or totally unavailable, in consequence of the dearness and difficulties of the existing means of transit; that their population is equal in number, and their contributions to the Revenue equally large with those of the other great districts of the Colony.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to take the above recited facts into consideration, and grant a co-equal extension of the Western Railway with that already proposed for the District of Goulburn.

And your Petitioners will ever pray, &c., &c., &c.

THOMAS ICELY,
Chairman.

Carcoar, 30 October, 1861.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

IMPROVED COMMUNICATION WITH THE INTERIOR.
(GUYONG, CORNISH SETTLEMENT, &c.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

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

The Petition of the undersigned Inhabitants of Guyong, Cornish Settlement, and surrounding country, in public meeting assembled,—

HUMBLY SHEWETH :—

That your Petitioners have learnt with deep disappointment that the Financial Scheme of the Government for Improved Transit provides for a Railway to the South and Horse Tramways to other Districts, but makes no similar provision for Bathurst.

That the population and resources of the Western Districts are equally large with those of any of the other great Districts of the Colony, and, with the aid of Railway communication, are capable of indefinite extension and development; and that your Petitioners feel assured that until some superior mode of transit be provided, their progress will be seriously impeded.

Your Petitioners therefore devoutly pray that your Honorable House may be pleased to consider the premises herein set forth, and adopt the necessary means for extending the Western Line of Railway to Bathurst.

And your Petitioners, as in duty bound, will ever pray.

Signed in behalf of the Meeting,—

WM. TOM,
Chairman.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

IMPROVED COMMUNICATION WITH THE INTERIOR.

(BLANEY AND KING'S PLAINS.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

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

The Petition of the Stockholders, Agriculturists, Storekeepers, and Inhabitants generally, of the Township of Blaney, and of King's Plains, in public meeting assembled,—

HUMBLY SHEWETH:—

That your Petitioners regret to perceive that, in the provision made for Improved Transit in the Financial Statement of the Government, a large sum of money is proposed for expenditure upon a Railway to the South, and Horse Tramways to other localities, whilst Bathurst and the surrounding Districts are left without any provision whatever.

That the Western Districts are equal in point of wealth and population to any of the great Districts of New South Wales, and possess mineral resources of immense value, whose development is retarded for want of cheap and expeditious transit; that serious loss and inconvenience are yearly experienced by these communities, from the cause now stated; and that your Petitioners complain that, in the proposed distribution of Revenue for Rail and Tramway purposes, by far the most populous and important portions of the Western Districts are ignored.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to take the foregoing circumstances into consideration, and to adopt such steps as may be necessary for securing to Bathurst and the surrounding Districts, co-equal Railway extension with the other great Districts of the Colony.

And your Petitioners, as in duty bound, will ever pray.

Signed on behalf of the Meeting,
WM. STEWART, Chairman.

1861.

Legislative Assembly.

NEW SOUTH WALES.

PROPOSED HORSE RAILWAY FROM SINGLETON
TO MUDGEE.

(NEWCASTLE.)

Ordered by the Legislative Assembly to be Printed, 9 December, 1861.

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

The humble Petition of the Inhabitants of the City and District of Newcastle, in the Colony aforesaid,—

HUMBLY SHEWETH:—

That your Petitioners have observed, with much satisfaction, that a sum of money has been placed upon the Estimates for the year 1862, by the Government, for the construction of a line of Horse Railway from Singleton to Mudgee.

That your Petitioners are desirous of pointing out to your Honorable House some of the advantages that will be afforded by the proposed line of Railway:—

First.—That the line from Singleton to Mudgee will not exceed 110 miles in length, and will pass through a very level country, peculiarly suited for settlement and cultivation; that in the immediate vicinity there exist extensive forests of ironbark; and that the engineering difficulties will be few, thus materially reducing the price of construction.

Second.—That the construction of the line will afford safe, commodious, and expeditious transit to a large extent of country, embracing the towns and districts of Mudgee, Rylstone, Wellington, Dubbo, Orange, Molong, the Western Gold Fields, a large portion of the Liverpool Plains district, the Bligh district, the Lower Namoi River, &c.

Third.—That the extent of the productions of these countries is well known; and that to the north and westward of Mudgee the country is nearly a dead level, offering the greatest facilities for future Railway extension.

Fourth.—That the traffic that now comes from the westward and north-west portion of the Colony, by various routes, will be almost entirely drawn to the proposed line of Railway, and all produce destined for shipment will be easily conveyed by that line and the Great Northern Line of Railway to the sea-coast; and the same will be the case with respect to all goods, &c., to be transmitted from the coast to the interior.

And your Petitioners therefore pray that your Honorable House will take the preceding into your consideration, and will afford your Petitioners such advantages as will accrue from the construction of the proposed line of Horse Railway from Singleton to Mudgee.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

[Here follow 180 Signatures.]



1861.

Legislative Assembly.

NEW SOUTH WALES.

PROPOSED HORSE RAILWAY FROM SINGLETON TO MUDGEES.

(MUDGEES.)

Ordered by the Legislative Assembly to be Printed, 9 December, 1861.

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

The humble Petition of the Inhabitants of the Town and District of Mudgee, in the Colony aforesaid,—

HUMBLY SHEWETH:—

That with much satisfaction your Petitioners have observed that a sum of money has been placed upon the Estimates for the year 1862, by the Government, for the construction of a Line of Horse Railway from Singleton to Mudgee.

That your Petitioners, from the late discussion that has taken place in your Honorable House upon the subject of Railway Extension, are apprehensive that this proposal of extending the Northern Line of Railway to Mudgee does not meet with the approbation that they are anxious and desirous it should, and that, either from misapprehension of locality, or want of information with respect to the advantages that will be opened out from the construction of the proposed line, your Honorable House may be induced to withhold its sanction; and the hopes of their obtaining that desideratum, which they have so long looked forward to obtaining, be thus disappointed.

Your Petitioners would therefore most humbly and respectfully beg to lay before your Honorable House the following brief statement of the advantages that will accrue, not only to your Petitioners, but to the inhabitants of a vast extent of country surrounding their District, by the opening of the line of Railway now proposed to be established, as also, a few remarks as to the facilities and recommendations it possesses over any other line hitherto proposed to be constructed in this Colony.

First, then, your Petitioners would beg to point out that the proposed line will be, at the outside (from Singleton to Mudgee), in extent only about one hundred and ten miles; that running, as it no doubt will, up the line of the Goulburn River, it will pass through a nearly level country, of rich alluvial soil, eminently adapted for location and cultivation; that beds of coal of a superior quality pervade most of the route to be passed through; that in the immediate neighbourhood there exists extensive forests of ironbark; and that engineering difficulties, in the shape of cuttings, culverts, and bridges, will be comparatively few, and of slight importance, rendering the price of construction of no excessive amount per mile.

That the construction of the proposed line will confer the advantages of safe, commodious, and expeditious transit, upon a very large extent of country, which may briefly be enumerated, viz.:—The Districts and Towns of Mudgee, Rylestone, Wellington, Dubbo, Orange, Molong, the whole of the Western Gold Fields, the South-western portion of the Liverpool Plains District, the large and extensively occupied District of Bligh, the Lower Namoi River, and Melville Plains.

That

2 PROPOSED HORSE RAILWAY, SINGLETON TO MUDGEES.—PETITION.

That the extent of productions in minerals and cereals, in these districts, are too well known to be repeated; that besides these, a large number of sheep establishments are in the immediate neighbourhood of this line, most of them of considerable magnitude; and the establishment of that line will attract to it a very considerable amount of traffic that now unavoidably goes by other routes. That to the westward and northward of Mudgee the country is nearly a dead level, offering facilities for future Railway extension to any distance. That this line will afford great facilities also to the inhabitants of the Districts of Coolah, Cassilis, and Merriwa; and should a Station be formed at Denman, on the Hunter River, distant only twelve miles from Muswellbrook, the traffic that now passes through the township from the Northern portion of the Liverpool Plains, Tamworth, Goono Goono, New England, Scone, and Murrundi, will undoubtedly take advantage of the circumstance, and thus avoid the necessity of traversing the succession of ranges that separate Muswellbrook from Singleton.

We may also state that the road from Muswellbrook to Denman is over a dead level, along the bank of the Hunter River.

That the proposed line will thus, if sanctioned by your Honorable House, open and confer earlier advantages upon a larger population, and to a greater amount of traffic, than any other line of Railway that may be adopted.

That your Petitioners have no doubt whatever as to the paying capabilities of this line, from the above circumstances and facts, which they now most respectfully beg to lay before your Honorable House; and your Petitioners most earnestly entreat that your Honorable House will take these facts and circumstances into your most attentive consideration, and permit them to have that weight in influencing your decision, that their verity and importance demand; and that your Honorable House will then be induced to afford your Petitioners the advantages of that safe, expeditious, and commodious mode of transit, that it has been proposed to confer upon them.

And your Petitioners, as in duty bound, will ever pray.

ANDREW M'CAULEY,
Mayor, Mudgee.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ROADS, SHOALHAVEN DISTRICT.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 6 September, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 26 February, 1861, That there be laid upon the Table of this House,—

“ A Return of all Moneys placed at the disposal of the Shoal-
 “ haven Bench of Magistrates for the Repair and Maintenance
 “ of Roads in that District, during the years 1859 and 1860;
 “ also, shewing how and where such Moneys have been expended,
 “ and the amount of the balance of each Grant, if any, now in
 “ hand.”

(*Mr. T. Garrett.*)

ROADS, SHOALHAVEN DISTRICT.

RETURN shewing how and where the Moneys placed at the disposal of the Shoalhaven Bench of Magistrates for the Repairs and Maintenance of Roads in that District, during the years 1859 and 1860, have been expended; and the amount of the balance of such grants on 31st December last, the latest date to which accounts have been received.

PARTICULARS.		AMOUNT.	TOTAL.
APPROPRIATIONS.		£ s. d.	£ s. d.
For the Year 1859:—			
Road from Nowra to Duras Water		490 0 0	
Do. Crooked River to Nowra		180 0 0	
Do. Nowra <i>via</i> the Sassafras Range, towards Braidwood		260 0 0	900 0 0
For the Year 1860:—			
Road from Ulladulla to Numba		500 0 0	
Do. Kiama Municipality <i>via</i> Shoalhaven to the Nowra Municipality		60 0 0	
Do. Nowra Municipality to Narriga		252 0 0	812 0 0
			£ 1,712 0 0
NAME.	SERVICE.		
EXPENDITURE.			
<i>Out of 1859 Appropriations.</i>			
Patrick Casey	Repairing the Braidwood Road, as $\frac{1}{2}$ Contract No. 1	100 0 0	
Do.	Do. do. No. 2	87 0 0	
	(in part)	12 0 0	
Daniel Harris	Bridge near Rouse's Bridge, as $\frac{1}{2}$ Contract	22 0 0	
John Welsh	Repairing the Braidwood Road, as $\frac{1}{2}$ Contract	6 6 0	
Henry G. Morton	Survey on Repairs to the Braidwood Road		
George Tigley	Repairs to Bong Bong and Berrima Road, as $\frac{1}{2}$ Contract	4 10 0	
James Barrow	On account of work done on the Burrie Road	20 0 0	
Daniel Harris	On account of Bridges, Brundee Road	68 0 0	
Patrick Casey	Repairs on Southern Road, executed under directions	23 13 0	
James Hand	Improving the Bridle Track from Baringella to Burrie	26 19 0	*370 8 0
<i>Out of 1860 Appropriations.</i>			
Road from Ulladulla to Numba.			
Patrick Casey	Road repairs	20 0 0	
Herne and Harris	Bridge and Road repairs	16 10 0	
James Barham	Repairs to Bridge at Tumarong	4 0 0	
Samuel Crawford	Repairs to the Falls Bridge	20 0 0	
Christopher Murray	Repairs to Road, as $\frac{1}{2}$ Contract	29 0 0	
Patrick Casey	Contract—5 miles and 55 chains	167 7 6	
Patrick M'Manus	Revising the Southern Road as pointed out according to Specr.	16 0 0	
John Forsythe	Bridge over Crookhaven	15 0 0	
Do.	Repairs to 3 Bridges and Drains	6 10 0	
James Goulding	Repairs, as $\frac{1}{2}$ Contract	8 10 0	
Charles Murray	Making Road and Bridge at James Murray's Swamp	40 0 0	
Patrick Walsh	Erecting Wandawandian Bridge and making Roadways	50 0 0	
Charles Murray	Replacing Bridge as $\frac{1}{2}$ Contract	3 0 0	
Edward Shields	Narrawallee Bridge	45 0 0	
Patrick M'Manus	Draining, as $\frac{1}{2}$ Contract	3 0 0	
Christopher Murray	Repairs to River Bank Road	19 0 0	
	Repairs generally	32 0 3	
	Advertising	5 2 3	500 0 0
	Total Expenditure to 31st December, 1860.. .. .	£	870 8 0
	Balance of Appropriations.. .. .	£	841 12 0
Composed of the following Unexpended Grants, viz.:—			
Balance of 1859—Grants		£529 12 0	
1860 Grants—Kiama Municipality <i>via</i> Shoalhaven to Nowra Municipality		60 0 0	
1860 Grants—Nowra Municipality to Narriga		252 0 0	
			£841 12 0

* *Vide* copy of letter from the Bench herewith.

Audit Office, Sydney,

28 June, 1861.

W. C. MAYNE,

A. G.

ROADS, SHOALHAVEN DISTRICT.

3

 BENCH OF MAGISTRATES, SHOALHAVEN, to AUDITOR GENERAL.

Shoalhaven,
16 April, 1861.

SIR,

With reference to your letter of the 26th ultimo, calling for a more particular account of the expenditure of moneys placed at our disposal for the Roads of the District, we have the honor to say that the accounts, previous to the flood of February, 1860, were lost in that flood, and that, subsequently, on a representation by us of the necessity of putting the local roads in a passable state, we received an answer from the Under Secretary for Lands, bearing date 12th March, 1860, numbered 60-74 and 38, authorizing the expenditure by us, according to our discretion, of any money then in our hands for the repair of different roads in the Shoalhaven District.

If it can be pointed out that we have misapplied funds before the flood in any particular instance, or since the flood have transgressed the limits of the discretion allowed to us by the letter quoted above, we shall be glad to furnish any further information that may lay in our power.

We have, &c.,

KEN. MACKENZIE, J.P.
J. L. BIDDULPH, J.P.
ALFRED ELYARD, J.P.
A. MEATRE, J.P.

1861.

Legislative Assembly.

NEW SOUTH WALES.

GREAT NORTH ROAD.

(EXPENDITURE OF MONEY VOTED FOR REPAIRS OF.)

Ordered by the Legislative Assembly to be Printed, 6 September, 1861.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 6 May, 1861, praying that His Excellency the Administrator of the Government would be pleased to cause to be laid upon the Table of this House, a Return shewing,—

“ (1.) The amount of Money voted since the 1st of January, 1856,
 “ for the repairs of that portion of the Great North Road situate
 “ between the Parramatta Road and Bedlam Ferry.

“ (2.) To whom the Money has been entrusted.

“ (3.) The names of the persons who have been employed to
 “ supply materials or labour; the amount paid to each individual,
 “ and the date of such payment.”

(*Mr. Lucas.*)

GREAT NORTH ROAD.

RETURN shewing the amount of Money appropriated since the 1st of January, 1856, for the repairs of that portion of the Great Northern Road situate between the Parramatta Road and Bedlam Ferry; to whom the Money has been entrusted; the names of the persons who have been employed to supply materials or labour; the amount paid to each individual, and the date of such payment,—so far as can be ascertained from the Accounts in this Office.

APPROPRIATIONS.

YEAR OF ISSUE.	TO WHOM ENTRUSTED.	FROM WHAT FUND.	AMOUNT.
1858	B. C. Rodd	General Road Vote, 1858	£ s. d. 100 0 0
1859	Rodd and Abercrombie	General Road Vote, 1859	28 0 0
1861	Rodd, Abercrombie, and Wright..	General Road Vote, 1860	40 0 0
1861	Ditto	General Road Vote, 1861	100 0 0
TOTAL, APPROPRIATIONS			£ 268 0 0

EXPENDITURE.

DATE.	NAME.	SERVICE.	AMOUNT.
1856.			£ s. d.
1 January ..	B. C. Rodd	Balance due him at this date for repairs executed in 1855	11 10 6
10 October ..	Wm. Bradley	Labour, and hire of horse and cart	8 6 6
10 October ..	— Dunn	Voucher not furnished	2 10 0
1857.			
25 April	Wm. Bradley	Labour, and hire of horse and cart	0 19 3
7 May	Ditto	Ditto ditto	4 13 0
8 August ..	Ditto	Ditto ditto	2 6 6
26 September	Ditto	Ditto ditto	2 1 0
30 September	Ditto	Ditto ditto	2 9 6
23 October ..	Ditto	Ditto ditto	8 6 6
1858.			
24 April	B. C. Rodd	Labour of his own man, with horse and cart	1 7 0
25 April	Ditto	Ditto ditto ditto	1 2 6
5 July	Ditto	Ditto ditto ditto	1 8 6
6 July	W. Berghofer	Labour, and hire of horse and cart	2 5 0
6 July	Thos. Amor	Labourer	2 10 0
3 November	W. Enever	New wheelbarrow	1 12 6
23 November	W. Glover	Labourer	1 0 0
23 November	T. Higgins	Ditto	0 15 0
4 December	W. Berghofer	Labour, and hire of horse and cart	2 13 9
24 December	W. Higgins	Labourer	3 4 5
1859.			
15 January ..	E. Middleton	Labourer	2 12 6
	D. Feeney	Ditto	2 9 9
	T. Higgins (boy)	Ditto	0 15 0
	W. Speed	Carter	1 10 0
22 January ..	E. Middleton	Labourer	1 7 6
	D. Feeney	Ditto	1 7 6
	T. Higgins (boy)	Ditto	0 13 9
	W. Speed	Carter	1 10 0
27 January ..	E. Middleton	Labourer	1 10 0
	D. Feeney	Ditto	1 10 0
	T. Higgins (boy)	Ditto	0 12 6
	W. Speed	Carter	1 0 0
12 February ..	E. Middleton	Labourer	} 4 19 4
	D. Feeney	Ditto	
	T. Higgins (boy)	Ditto	
	W. Speed	Carter	
1 March	E. Middleton	Labourer	3 5 0
Carried forward			86 4 3

GREAT NORTH ROAD.

3

EXPENDITURE—Continued.

DATE.	NAME.	SERVICE.	AMOUNT.
		Brought forward	£ s. d. 86 4 3
1859.			
1 March	D. Feeney	Labourer	0 11 3
	T. Higgins (boy) ..	Ditto	1 5 0
	W. Speed	Carter	1 10 0
20 March	W. Berghofer	Labour, and hire of horse and cart	1 10 0
21 May	Ditto	Ditto ditto	3 0 0
28 May	Ditto	Ditto ditto	1 10 0
18 June	Ditto	Ditto ditto	2 10 0
30 June	Ditto	Work done as per contract	1 19 6
			100 0 0
1860.			
2 February ..	John Berghofer ..	Labourer	1 10 0
21 February ..	Ditto and Son ..	Labourers	1 17 0
	Denham	Labourer	1 3 9
22 February ..	P. Meany	Labour with horse and cart	1 12 0
24 February ..	J. Denham	Labourer	2 8 9
27 February ..	P. Meany	Labour with horse and cart	0 12 0
24 March	J. Denham	Labourer	1 10 0
30 March	Ditto	Ditto	1 10 0
24 May	P. Meany	Ditto	0 14 6
2 June	J. Denham	Ditto	1 5 0
7 June	Ditto	Ditto	1 10 0
30 June	Ditto	Ditto	1 5 0
9 July	Ditto	Ditto	1 5 0
17 July	Ditto	Ditto	1 10 0
23 July	Ditto	Ditto	1 5 0
4 August ..	Ditto	Ditto	2 0 0
11 August ..	Ditto	Ditto	1 7 6
23 July	P. Meany	Ditto	1 8 0
September..	B. C. Rodd	4 loads of stones	1 0 0
			26 13 6
		TOTAL.....£	126 13 6
			£ s. d.
		Total Expenditure, accounted for to this date, as above	126 13 6
		Advances Unadjusted:—	
		Balance of grant from 1859 Road Vote	1 6 6
		Grant from 1860 Road Vote	40 0 0
		Grant from 1861 Road Vote	100 0 0
			£ 268 0 0

Audit Office, Sydney,
28th August, 1861.

W. C. MAYNE,
Auditor General.

1861.

Legislative Assembly.

NEW SOUTH WALES.

ROAD BETWEEN BARK HUTS AND BANKSTOWN.

(BANKSTOWN.)

Ordered by the Legislative Assembly to be Printed, 8 October, 1861.

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

The humble Petition of the undersigned Landholders, Householders, and others in the vicinity of Bankstown, in the Colony of New South Wales,—

RESPECTFULLY SHEWETH:—

That the condition of the Great Southern Road, between the Bark Huts and Bankstown—a distance of from ten to fourteen miles from the Metropolis of the Colony—is at the present time, and has been for some months past, in so great a want of repair as to render it almost impassable for all purposes of traffic.

That the land on both sides of the said road is the freehold property of sundry private individuals, by whom it has been purchased in some instances at high prices, in the warrantable belief that the road would be maintained by the Government in such a condition as would enable them to convey their produce to the Sydney Market, and thus secure a livelihood for themselves and families.

That in consequence of the impassable state of the said road, aggravated by the absence of all means of communicating with the various stations on the line of railway, many of your Petitioners have been reduced to great distress, and all have been subjected more or less to severe losses, arising from the positive impossibility of sending their goods to market.

That houses for the accommodation of the public have been erected, and are maintained at great expenses, in view of the large traffic from the Gold Fields and other sources in the Southern District of the Colony, that would pass along the said line of road, if maintained in a proper state of repair, but which is now either wholly stopped, or diverted into other channels of communication with Sydney, at considerable loss to all parties concerned.

That frequent representations have been made to the Honorable the Secretary for Public Works, setting forth the circumstances above detailed, but that at present nothing of any importance has been done to relieve the position of your Petitioners.

Your Petitioners therefore humbly pray, that your Honorable House will be pleased to take the premises into favourable consideration, and afford them such relief as to your Honorable House may seem fit.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 200 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

ROAD TRUST ACCOUNTS.

(SYDNEY).

Ordered by the Legislative Assembly to be Printed, 29 October, 1861.

ACCOUNTS of the SYDNEY ROAD TRUST, from the 1st January, 1857, to the 30th October, 1858. Laid upon the Table of the Legislative Assembly, in compliance with the 19th section of the Act 13 Victoria, No. 41.

SYDNEY ROAD TRUST.

RECEIPTS and EXPENDITURE, from 1st January to 30th June, 1857.

Dr.			Cr.		
Date.	RECEIPTS.	Amount.	Date.	EXPENDITURE.	
		£ s. d.			£ s. d.
1857. From 1st Jan. to 30 June.	To Cash received from Lessee of Tolls	983 4 7	1857. From 1st Jan. to 30 June.	By Secretary's salary	25 0 0
	„ Bank balance, 31st De- cember, 1856	162 11 3		„ Overseer's do.	75 0 0
	„ Petty cash in hand	1 18 2		„ Payments to Surveyors	38 8 0
				„ Wages	450 6 10
				„ Cartage	138 4 0
				„ Metal	166 6 0
				„ Repairs and purchase of tools	20 0 9
				„ Forage	9 0 0
				„ Law expenses	6 8 6
				„ Contract for new gate, &c.	56 0 0
				„ Sundries	14 6 6
				„ Advertising and sale of tolls	22 4 0
				„ Petty expenditure	6 15 0
					1,017 19 7
				Bank balance	135 8 3
				Less outstanding cheque	1 2 0
					134 6 3
				Petty cash in hand	0 8 2
		£ 1,152 14 0			£ 1,152 14 0

WALTER HEAVEN,
Secretary.

B. C. RODD,
JOHN LUCAS,
J. NORTON, } Commissioners.

SYDNEY ROAD TRUST ACCOUNTS.

SYDNEY ROAD TRUST.

THE COMMISSIONERS of the SYDNEY ROAD TRUST in Account Current for the Half-year ending 31st December, 1857.

Dr.			Cr.		
Date.	PARTICULARS OF SUMS RECEIVED.	Amount.	Date.	PARTICULARS OF SUMS EXPENDED.	Amount.
1857. From 1st July to 31st Dec.	To Cash from Lessee of tolls	1,135 18 0	1857. From 1st July to 31st Dec.	By Secretary's salary ..	29 3 4
	„ Bank balance, 30th June	135 8 3		„ Overseer's do	87 10 0
	„ Less cheque included in above balance, paid 7th Septem- ber	1 2 0		„ Wages ..	390 4 8
		134 6 3		„ Cartage ..	214 13 0
	„ Petty cash in hand	0 3 2		„ Metal ..	295 0 0
				„ Purchase and repair of tools	39 3 7
		£ 1,270 12 5		„ Advertising	26 16 6
				„ Forage ..	18 10 0
				„ Sundries ..	5 3 0
				„ Petty expenditure ..	4 9 0
					1,110 13 1
				„ Bank balance	201 3 6
				„ Less outstanding cheques	42 3 4
					159 0 2
				„ Petty cash in hand	0 19 2
					£ 1,270 12 5

We certify to the correctness of the above account,

WALTER HEAVEN,
Secretary.B. C. RODD,
J. NORTON,
JOHN LUCAS, } Commissioners.

SYDNEY ROAD TRUST.

RECEIPTS and EXPENDITURE from 1st January to 8th June, 1858.

Date.	RECEIPTS.	Amount.	Date.	EXPENDITURE.	Amount.
		£ s. d.			£ s. d.
From 1st Jan. to 8th June	Bank balance, 31st December, 1857	201 3 6	From 1st Jan. to 8th June	Secretary's salary	20 16 8
	Collected by Commissioners (February)	66 2 7		Overseer's do.	12 10 6
	Amount received from Lessee ..	963 12 8		Surveyor's fees	3 3 0
	Petty cash in hand, 31st Decem- ber, 1857	0 19 2			36 9 8
				MISCELLANEOUS.	
				Wages for labor	226 4 0
				Metal ..	335 6 0
				Repair of roads	237 19 9
				Tools, purchase and repair ..	12 5 7
				Cartage ..	26 18 0
				Sale of tolls ..	8 2 6
				Petty expenditure ..	0 15 0
					847 10 10
				Cheques outstanding, 31st December, 1857 A—11 ..	23 13 4
				Ditto A—17 ..	18 10 0
					42 3 4
				Bank balance	415 16 5
				Less wages, &c., 1st to 8th June, not drawn for, but due 95 15 0	
				Outstanding cheques 14 11 6	
					110 6 6
				Petty cash in hand	305 9 11
					0 4 2
		£ 1,231 17 11			£ 1,231 17 11

WALTER HEAVEN,
Secretary.B. C. RODD,
JOHN LUCAS,
J. NORTON, } Commissioners.

SYDNEY ROAD TRUST ACCOUNTS.

3

SYDNEY ROAD TRUST.

RETURN shewing RECEIPTS and FORTNIGHTLY EXPENDITURE from the 8th June to the 30th October, 1858.

Dr.			Cr.				
Date	RECEIPTS.		Date.	EXPENDITURE.		Date.	
	£	s. d.		£	s. d.	£	s. d.
From 8 June.	To Balance at Bank, 8 June	415 16 6					
	„ Less wages due from 1 to 8 June, unpaid..	95 15 0		From 8 June	By Wages.....	21 12 0	
	„ Outstanding cheques	14 11 6		to 14 June.	„ Cartage	5 12 0	
		110 6 6			„ Metal	68 11 0	
					„ Tools	1 5 4	
	„ Amount received from Lessee, 8 July	190 18 2	305 9 11	14 June	„ Wages.....	50 8 0	97 0 4
	„ „ 8 August..	190 18 2		to 29 June.	„ Metal	32 1 0	
	„ „ 18 September..	190 18 2			„ Wages.....	86 0 0	82 9 0
	„ „ 6 October ..	190 18 2		29 June	„ Cartage	26 3 0	
	Petty cash in hand		763 12 8	to 12 July.	„ Tools	3 0 0	
		0 4 2			„ Salary, Secretary, June	4 3 4	119 6 4
				12 July	„ Tools, repair of and purchase	12 4 6	
				to 26 July.	„ Wages.....	32 8 0	
					„ Cartage	17 13 0	62 5 6
				26 July	„ Wages.....	36 0 0	
				to 9 Aug.	„ Cartage	42 9 0	
					„ Salary, Secretary, July	4 3 4	82 12 4
				9 Aug.	„ Wages.....	36 0 0	
				to 23 Aug.	„ Cartage	24 0 0	
					„ Metal	8 6 0	68 6 0
				23 Aug.	„ Wages and current expenses	94 1 0	
				to 6 Sep.	„ Cartage	33 8 0	
					„ Metal	15 13 0	
					„ Salary, Secretary, Aug.	4 3 4	147 5 10
				6 Sep.	„ Wages.....	39 2 0	
				to 20 Sep.	„ Cartage	34 8 0	
					„ Metal	18 10 6	92 0 6
				20 Sep.	„ Wages and current expenses	86 0 0	
				to 4 Oct.	„ Cartage	29 8 0	
					„ Metal	10 17 0	
					„ Salary, Secretary, Sep.	4 3 4	130 8 4
				4 Oct.	„ Wages and current expenses	55 0 0	
				to 18 Oct.	„ Cartage	36 17 6	
					„ Wages.....	36 16 0	91 17 6
				18 Oct.	„ Cartage	23 15 0	
				to 30 Oct.	„ Metal	34 0 0	
					Petty expenditure ..	0 4 2	94 11 0
					Bank balance	0 19 11	
							1 4 1
							£ 1,069 6 9

WALTER HEAVEN,
Secretary.B. C. RODD,
JOHN LUCAS, } Commissioners.
J. NORTON,

Price, 1d.]

Sydney: Thomas Richards, Government Printer,--1861.

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1861-2.

Legislative Assembly.
NEW SOUTH WALES.

MAITLAND ROAD TRUST ACCOUNTS.

(ABSTRACTS OF, FROM 1 JULY, 1856, TO 31 DECEMBER, 1860.)

Ordered by the Legislative Assembly to be Printed, 14 January, 1862.

MAITLAND ROAD TRUST.

ABSTRACT of RECEIPTS and DISBURSEMENTS of the Commissioners of the MAITLAND ROAD TRUST,
from the 1st day of July, 1856, to the 31st day of December, 1856.

Dr.

Cr.

1856.	£ s. d.	SALARIES.	£ s. d.	£ s. d.
Balance, June, 1856	48 8 2	Secretary	25 0 0	
Rent of Tolls	1,897 10 0	Surveyor		
		Treasurer		
		Overseer	100 2 0	
		MISCELLANEOUS.		
		Wages for labour		
		Forage		
		Road metal and carriage ..		
		Metalling roads		
		Repairs to do.		
		Toll-houses, &c.		
		Erecting Toll-houses, &c. ...	1,504 15 1	
		Repairing same		
		Advertising, &c.		
		Law expenses		
		Commissions		
		Postage		
		Balance, December, 1856		1,629 17 1
				316 1 1
	1,945 18 2			1,945 18 2

BOURN RUSSELL,

Warden,

Appointed 30th September, 1861

MAITLAND ROAD TRUST ACCOUNTS.

MAITLAND ROAD TRUST.

ABSTRACT of RECEIPTS and DISBURSEMENTS of the Commissioners of the MAITLAND ROAD TRUST,
from the 1st day of January, 1857, to the 31st day of December, 1857.

Dr.

Cr.

1857.	£ s. d.	SALARIES.	£ s. d.	£ s. d.
Balance, December, 1856.....	316 1 1	Secretary	75 0 0	
Error in such balance	6 7 6	Surveyor		
Rent of Tolls	3,346 10 6	Treasurer		
		Overseer	146 0 0	
		MISCELLANEOUS.		
		Wages for labour		
		Forage		
		Metal		
		Metalling roads		
		Repairs		
		Tools		
		Toll-houses	3,772 5 9	
		Repairing same		
		Printing		
		Law expenses		
		Commission		
		Postage		
		Bank interest	11 18 1	
Balance, December, 1857.....	336 4 9			4,005 3 10
	4,005 3 10			4,005 3 10

BOURN RUSSELL,

Warden,

Appointed 30th September, 1861.

MAITLAND ROAD TRUST.

ABSTRACT of RECEIPTS and DISBURSEMENTS of the Commissioners of the MAITLAND ROAD TRUST, from
the 1st day of January, 1858, to the 31st day of December, 1858.

Dr.

Cr.

1858.	£ s. d.	Balance, December, 1857	£ s. d.	£ s. d.
Rent of Tolls	3,603 11 0		336 4 9	
		SALARIES.		
		Secretary	112 10 0	
		Surveyor		
		Treasurer		
		Overseer	204 0 0	
		MISCELLANEOUS.		
		Wages for labour		
		Forage		
		Metal		
		Metalling roads		
		Repairs		
		Tools	5,044 18 9	
		Toll-houses		
		Repairing of same		
		Printing		
		Law expenses		
		Commissions		
		Postage		
		Interest on Bank Account..	147 9 5	
Balance, December, 1858.....	2,241 11 11			5,845 2 11
	£ 5,845 2 11			£ 5,845 2 11

BOURN RUSSELL,

Warden,

Appointed 30th September, 1861.

MAITLAND

MAITLAND ROAD TRUST ACCOUNTS.

3

MAITLAND ROAD TRUST.

ABSTRACT of RECEIPTS and DISBURSEMENTS of the Commissioners of the MAITLAND ROAD TRUST,
from the 1st day of January, 1859, to the 31st day of December, 1859.

Dr.		Cr.	
1859.	£ s. d.	Balance, December, 1858	£ s. d.
Rent of Tolls	880 15 3		2,241 11 11
		SALARIES.	
		Secretary	75 0 0
		Surveyor	
		Treasurer	
		Overseer	
		MISCELLANEOUS.	
		Wages for labour	
		Forage	
		Metal	
		Metalling roads	
		Repairs	
		Tools	247 14 7
		Toll-houses	
		Repairing same	
		Printing	
		Law expenses	
		Commissions	
		Postage	
Balance, December, 1858	1,894 18 7	Interest on Bank Account	211 7 4
	2,775 13 10		
			2,775 13 10
			£ 2,775 13 10

BOURN RUSSELL,

Warden,

Appointed 30th September, 1861.

MAITLAND ROAD TRUST.

ABSTRACT of RECEIPTS and DISBURSEMENTS of the Commissioners of the MAITLAND ROAD TRUST,
from the 1st day of January, 1860, to the 31st day of December, 1860.

Dr.		Cr.	
1860.	£ s. d.	Balance, December, 1859	£ s. d.
Rent of Tolls	1,000 10 0		1,894 18 7
Received from Government to pay debt on Main Road	2,400 0 0	SALARIES.	
		Secretary	75 0 0
		Surveyor	
		Treasurer	
		Overseer	
		MISCELLANEOUS.	
		Wages for labour	
		Forage	
		Metal	
		Metalling roads	
		Repairs	
		Tools	
		Toll-houses	467 14 0
		Repairing same	
		Printing	
		Law expenses	
		Commissions	
		Postage	
		Interest on Bank Account	93 17 10
		Paid Government part of debt on Main Road	649 0 0
		Balance, December, 1860	219 19 7
	£ 3,400 10 0		
			3,400 10 0
			£ 3,400 10 0

BOURN RUSSELL,

Warden,

Appointed 30th September, 1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

WESTERN ROAD.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 29 October, 1861.

RETURN to an Order made by the Honorable the Legislative Assembly of New South Wales, dated 27 September, 1861, That there be laid upon the Table of this House,—

“ A Return of the average Cost per Mile in Forming, Draining,
“ Ballasting, and Macadamizing the Main Western Road,
“ between Penrith, Bathurst, and Mudgee; also, the Number
“ of Persons employed in surveying or superintending the
“ Works on the Great Western Road, between Penrith, Bathurst,
“ and Mudgee; and the Salary given to each individual.”

(Mr. Lucas.)

[Price, 1d.]

WESTERN ROAD.

RETURN showing the average Cost per Mile in Forming, Draining, Ballasting, and Macadamizing the Great Western Road, between Penrith and Bathurst; also the Number of Persons employed in surveying or superintending the Works on the Great Western Road, between Penrith and Bathurst; and the Salary given to each individual.

Forming.	Draining.	Ballasting: 18 feet wide, 6 inches deep.	Macadamizing: 18 feet wide, 6 inches deep.	Total Cost per Mile.	Names of Persons Employed.	Number.	Designation.	Salaries.	How Paid.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.				£ s. d.	
198 0 0	88 0 0	462 0 0	814 0 0	1,562 0 0	Robert B. Dawson	8	Superintendent	* 600 0 0	Per annum.
					George H. B. Gilbert		Overseer	† 273 0 0	Do.
					Christopher O. Handt		Ditto	† 255 0 0	Do.
					Patrick Hanley		Gauger	0 10 0	Per diem.
					Joseph T. Dennis		Ditto	0 10 0	Do.
					James J. Johnston		Ditto	0 10 0	Do.
					James Murray		Ditto	0 8 0	Do.
					Thomas Kirby		Ditto	0 9 0	Do.

* Including Travelling Expenses

† Including Forage allowance.

Mudgee is not on the Great Western Road.

WILLIAM R. COLLETT,
Commissioner for Roads.

Sydney: Thomas Richards, Government Printer.—1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

TOLL HOUSES AND GATES ON THE GREAT
NORTHERN ROAD.

(RETURNS IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 22 October, 1861, That there be laid upon the Table of this House,—

“ (1.) Copies of all Correspondence between Mr. Superintendent
“ Brown, his Overseers, or any person or persons, and the Com-
“ missioner of Roads, having reference to the Contracting,
“ Letting, and Placing of the Toll Houses and Gates at Cam-
“ berwell, Scone, and Blandford, on the Great Northern Road.

“ (2.) A copy of the Contracts made with Mr. Matthew Miller
“ and another person, for the erection of the Camberwell, Scone,
“ and Blandford Toll Houses and Gates, with copies and dates
“ of Notices calling for Tenders in the respective Police Dis-
“ tricts.”

(*Mr. Dangar.*)

TOLL HOUSES AND GATES ON THE GREAT NORTHERN ROAD.

No. 1.

S. G. SHAIRP, Esq., to P. D. BROWN, Esq.

*Department of Public Works,
Road Branch,
Sydney, 8 August, 1861.*

SIR,

I am directed by the Commissioner to request you to forward, within a week from the receipt of this communication, plans, specifications, and an accurate description of sites for the three new Toll Bars to be erected at Camberwell, Scone, and Blandford. The total amount allowed for the three Toll Houses is £300, and the same must be erected and fit for occupation on or before the 25th day of September of the present year. The houses can be built of either wood or stone, with two rooms and a skillion, and can be done either by tender, task, or day work, as you may deem most advantageous and economical; and are to be shingled. Should the money suffice for the erection of proper gates they may be put up; if not, a common fence and slip rail or chains must be sufficient for the present.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

No. 2.

P. D. BROWN, Esq., to COMMISSIONER FOR ROADS, SYDNEY.

Scone, 6 August, 1861.

SIR,

I beg to enclose offer by Mr. Matthew Miller to erect a Toll Bar at Dudley Hollow, Scone, for £100. The best site seems to be in line of the south fence of the Pound, the lower lands being subject to flood, and southern length liable to avoidance of toll, as unenclosed.

I have also examined the Blandford District, and to save avoidance by the Murulla deviation, recommend that the bar be placed within fences 110 yards north of Rose's Inn, near Murrurundi, now occupied by Mr. James Winter, under the sign of the "Australian Arms."

I shall have a corresponding offer for this within a few days, the builder being absent; the cost and date of finishing being as above.

I also enclose offer by Mr. J. Garbutt for Camberwell Toll Bar.

I have, &c.,
PETER D. BROWN.

The Bars must be completed by 25th September, under penalties of £20.—W. R. C.

Approved—W. R. C. 11/8/61.

[Enclosure 1 in No. 2.]

I HEREBY propose to execute the whole of the works required for a cottage and toll bar on the south side of Scone, to the satisfaction of the Superintendent for Roads.

The cottage to be of slabs, 7 feet in height from floor, with shingled roof; the slabs to be 12 inches in ground, the corner posts 3 feet in ground, with brick chimney and brick floor; the slabs to be pointed and whitewashed.

The cottage to be 24 × 12 feet, divided into two rooms; to provide and fix two ledge doors to cottage, one to each room; also two windows, six lights, each 10 × 12; one to each room. To provide and fix a gate, 10 feet wide, with three bars; also, make good the fence, four rails, at each side of gate; and complete the whole of the above by the 25th of September, 1861, for the sum of one hundred pounds sterling, under a penalty of £20.

MATTHEW MILLER.

Scone, 6 August, 1861.

Approved—W. R. C. 11/8/61.

[Enclosure

TOLL HOUSES AND GATES ON THE GREAT NORTHERN ROAD. 3

[Enclosure 2 in No. 2.]

Camberwell Toll Bar.

Singleton, 31 July, 1861.

Sir,

I hereby offer to build a slab house, 24 X 12 X 8 feet clear, two rooms; posts and slabs ironbark; posts 3 feet, slabs 1 foot, in ground. Flooring joists (on 2 sleepers), tie beams, and rafters, ironbark, 18 inches from centre to centre. Floors and battens, spotted gum; shingles, ironbark.

Slabs trimmed, close jointed. Window, 12 square, 10 X 12, and doors (3) of pine; brick chimney. Posts and chain across the road—for the sum of one hundred pounds, and to complete the same by 25th September next, under a penalty of £20.

I am, &c.,

JOHN GARBUTT.

P. D. Brown, Esq.,

Surveyor of Roads, &c., Singleton.

Approved—W. R. C. 11/8/61.

No. 3.

MR. MILLER to SUPERINTENDENT OF FIRST DISTRICT, NORTHERN ROAD.

Scone, 24 August, 1861.

SIR,

I hereby propose to erect a Toll House and Gate at Blandford, on the same terms as the one at Scone—that is, if you cannot get any other person to do it.

I have, &c.,

MATTHEW MILLER.

Singleton, 27 August, 1861.

Accepted—PETER D. BROWN.

1861.

Legislative Assembly.

NEW SOUTH WALES.

TOLL-GATE, COWPER-STREET, WAVERLEY.
(PETITION FOR REMOVAL OF.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Landholders and Ratepayers, residing within the Municipality of Waverley,—

RESPECTFULLY SHEWETH :—

That the Coogee and Randwick Road Trust are allowed to retain the Toll-gate in Cowper-street, together with the management of that street, the whole of which runs through the Municipality of Waverley.

That all the landed property in this street is assessed by the Waverley Council, and the rates enforced by that body.

That in consequence of the Toll-gate being allowed to remain, traffic is diverted from hence, and landed property seriously lessened in value.

That the inhabitants of this locality pay two tolls for riding or driving a distance not more than two miles.

Your Petitioners therefore most earnestly pray that your Honorable House will be pleased to cause the removal of the Toll-gate, and the management of the street handed over to the Municipal Council of Waverley.

And your Petitioners, as in duty bound; will ever pray, &c. :

[Here follow 94 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

SUBORDINATE ROADS OF NEW SOUTH WALES.
(CLASSIFICATION AND PROPOSED DISTRIBUTION FOR 1862.)

Ordered by the Legislative Assembly to be Printed, 18th December, 1861.

CLASSIFICATION AND PROPOSED DISTRIBUTION FOR 1862.

CLASS.	LENGTH IN MILES.	Sydney or Metropolitan Roads.	Proposed Expenditure out of £50,000 provided in Estimates for Roads other than Main Roads.
			£
2	5	{ Part of Road from Sydney to South Head (Upper South Head Road) }	63*
2	3	Road from Sydney to Botany Bay (Mudbank Road)	75
4	2	" Mudbank Road to Botany Bay (Gardener's Road)	20
2	3	" Mudbank Road to Bunnerong	75
2	5	" Sydney to Cook's River Dam (Newtown Road)	135
2	6	{ " Newtown Road, <i>via</i> Bnmore and Undercliff Bridge, } to George's River Road }	150
3	2	" Newtown Road, near Church, to Botany Road	30
2	3	" Newtown Road, <i>via</i> Unwin's Bridge, to Undercliff Road	75
2	6	" Cook's River Dam to Rocky Point	150
2	8	" Rocky Point Road, near Dam, to George's River	200
3	4	{ " Rocky Point Road to George's River Road (Koggerah } Road) }	60
2	2	" Main Western Road to Glebe Island	50
2	2	" Main Western Road to Balmain Municipality	50
2	3	" Main Western Road to Canterbury	75
3	10	" Canterbury, <i>via</i> Salt Pan Creek, to George's River	150
3	7	" St. Leonard's to Pitt Water Road	105
3	16	" Manly Cove to Pitt Water	240
4	2	" Manly Cove to Bulgowlah	20
2	18	" St. Leonard's to Pennant Hills	450
5	4	{ " St. Leonard's and Pennant Hills Road, by Flat Rock } Creek, to Middle Harbour }	28
2	1	{ " Hunter's Hill Municipality to road from Parramatta } to Bedlam Ferry (Onion's Point Road) }	25
			£ 2,226

* One half the Road being in a Municipality, half-scale only is allowed.

NOTES.—The Classification of Roads is not made alone with reference to their relative importance, but has been influenced by the state of repair required, and the amount of money recently expended upon them.
Where the Road Tolls pass to the Consolidated Revenue, Parliament will be asked to vote the respective accounts for the repair of such Roads.

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLASS.	LENGTH IN MILES.	Northern Roads.			Proposed Expenditure out of £50,000 provided in Estimates for Roads other than Main Roads.
					£
4	17	Road from Newcastle Municipality to Maitland			170
5	9	" Newcastle Municipality to Maitland and Gosford Road			68
5	17	" Stockton to Raymond Terrace... ..			119
5	5	" Stockton and Raymond Terrace Road to Saltash ...			35
4	31	" Raymond Terrace to Stroud			310
5	73	" Stroud, <i>via</i> Gloucester, to Tinonee			511
...	90	{ Gloucester, <i>via</i> Nowendoc, to Port Macquarie and Armidale Road ... ..			.....
3	7	" Tinonee to Cundle			105
5	11	" Tinonee to Bohnock			77
4	6	" Tinonee to Wingham, south side of Manning River ...			60
3	6	" Tinonee and Cundle Road to Wingham			90
5	11	" Wingham to Wherrol Flat, Dingo Creek			77
5	56	" Cundle to Port Macquarie			392
5	35	" Port Macquarie to Kempsey			245
5	3	{ Raymond Terrace and Stroud Road to Raymond Terrace and Seaham Road... ..			21
5	6	{ Raymond Terrace and Stroud Road to Raymond Terrace and Clarence Town Road... ..			42
4	8	" Seaham to Clarence Town			80
2	14	" Clarence Town to Dungog			350
4	8	" Dungog to Chichester River			80
5	9	{ Clarence Town to half-way house on Raymond Terrace and Stroud Road			63
5	6	" Dungog to Fosterton			42
5	15	" Dungog to Stroud			105
4	19	{ Raymond Terrace, by east side of Williams River, to Clarence Town			190
3	8	" Raymond Terrace to Hinton			120
3	4	" Raymond Terrace and Hinton Road to Seaham ...			60
3	8	" Hinton to Seaham			120
4	7	" Seaham and Hinton Road to Paterson			70
4	10	" Raymond Terrace to Maitland... ..			100
4	4	" Raymond Terrace and Maitland Road to Morpeth ...			40
5	6	" Raymond Terrace to Hexham... ..			42
2	16	" East Maitland to Mount Vincent			400
5	37	" Mount Vincent to Gosford			259
5	8	" Gosford to Kincumber			56
5	25	" Gosford to Mangrove Creek, and up that Creek ...			175
4	2	" Morpeth to Largs			20
4	5	" Morpeth to Four Mile Creek			50
3	12	" East Maitland to Paterson			180
5	5	{ Maitland and Paterson Road, <i>via</i> Dunmore Punt, to Seaham and Hinton Road			35
5	16	" Paterson to Gresford			112
5	17	" Paterson and Gresford Road to Eccleston			119
5	12	" Gresford to Lostock			84
4	5	" West Maitland to East Maitland and Paterson Road... ..			50
3	31	" Main Northern Road, near West Maitland, to Wollombi			465
5	11	" Wollombi Road to Congewai			77
5	29	" Wollombi to Warkworth			203
5	60	" Wollombi and Warkworth Road to Colo River ...			420
4	40	" Wollombi to Wiseman's Ferry			400
4	7	" Main Northern Road, near Anvil Creek, to Glendon Brook			70
4	4	" Anvil Creek and Glendon Brook Road to Stanhope ...			40
4	14	{ Main Northern Road, near Black Creek, to Cessnock, on Wollombi Road... ..			140
5	11	{ Main Northern Road, near Black Creek, <i>via</i> Glendon, to Main Northern Road, near Singleton ...			77
3	12	{ Main Northern Road, near Munnimba Brook, to Warkworth... ..			180
5	10	" Warkworth Road to Broke, Wollombi Brook... ..			70
3	72	" Singleton, <i>via</i> Denman and Jerry's Plains, to Merriwa			1,080
5	5	" Singleton and Jerry's Plains Road to Warkworth ...			35
5	27	" Merriwa to Cassillis			189
5	75	" Cassillis to Conabarrabran			525
		Carried forward			£ 9,290

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLAS.	LENGTH IN MILES.		Proposed Expenditure out of £50,000 provided in Estimates for Roads other than Main Roads.
Northern Roads—continued.			
		Brought forward...	£ 9,290
5	15	Road from Muscleebrook to Merton	105
5	39	" Scone to Merriwa	273
5	8	" Scone to Page's River	56
4	50	" Main Northern Road, <i>via</i> Currabubula, to Tamworth	500
4	25	" Tamworth to Manilla	250
5	55	" Main Northern Road, at Bendemeer, to Bundarra	385
4	60	" Armidale to Glen Innes	600
4	58	" Glen Innes to Tenterfield	580
5	130	" Armidale, <i>via</i> Walcha, to Port Macquarie	910
4	82	" Armidale to Kempsey	820
5	135	" Armidale to Grafton	945
3	115	" Grafton to Tenterfield (New Line)	1,725
4	65	" Grafton to Casino	650
4	17	" Casino to Lismore	170
5	30	" Lismore to Ballina	210
4	70	" Lawrence to Grafton and Tenterfield Road, near Tabulam	700
			£ 18,169
Western Roads.			
2	4	{ Road from Main Western Road to Parramatta River, at Bedlam Ferry	100
3	10	" Parramatta to Bedlam Ferry	150
3	1	" Parramatta and Bedlam Ferry Road to Pennant Hills Wharf	15
3	1	" Parramatta and Bedlam Ferry Road, at Ryde, to Parramatta River	15
3	1	" Parramatta and Bedlam Ferry Road to Gladesville Wharf	15
3	2	" Ryde towards Field of Mars Common	30
3	3	" Main Western Road towards Parramatta River (Concord Road)	45
2	10	" Parramatta to Castle Hill (Pennant Hills Road)	250
3	3	" Pennant Hills Road to Parramatta and Bedlam Ferry Road	45
4	13	" Castle Hill towards Wiseman's Ferry (Dural Road)	130
1	19	" Parramatta to Windsor	950
4	4	" Windsor to Pitt Town	40
4	8	" Parramatta and Windsor Road to Pitt Town	80
4	20	" Pitt Town to Wiseman's Ferry	200
5	6	" Pitt Town to Churchill's Wharf	42
5	4	" Windsor to Wilberforce	28
5	10	" Wilberforce to Kurrajong	70
5	10	" Wilberforce to Sackville Reach	70
3	5	" Windsor to Richmond	75
3	6	" Windsor to Cornwallis and Richmond Bottoms	90
3	2	" Windsor to Blacktown Road	30
3	2	" Richmond to New Bridge	30
4	9	" Main Western Road, near Parramatta, through Domain and by old Windsor Road, to Windsor Road	90
3	19	" Main Western Road, near Prospect, to Richmond (Blacktown Road)	285
5	6	" Blacktown Road to Windsor Road	42
5	8	" Main Western Road, near St. Mary's, to Orphan School Road	56
5	8	" Main Western Road, near St. Mary's, to Blacktown Road	56
5	12	" Main Western Road, near Penrith, to Richmond	84
4	12	" Penrith, <i>via</i> Castlereagh, to Richmond	120
5	45	" Richmond Bridge to Main Western Road, near Bowenfels (Bell's Line)	315
5	9	" Bell's Line to Colo River (Comleroy Road)	63
4	15	" Main Western Road, near Penrith, to Bringelly Road	150
5	10	" Penrith, <i>via</i> Regentville and Mulgoa, to Greendale	70
5	2	" Penrith and Greendale Road, at Mulgoa, to the Bringelly Road	14
		Carried forward	£ 3,845

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLASS.	LENGTH IN MILES.		Proposed Expenditure out of £50,000 provided in Estimates for Roads other than Main Roads.
Western Roads—continued.			
		Brought forward...	£ 3,845
5	10	{ Road from Main Western Road, at Little Hartley, to Ganbenang Swamp }	70
4	29	{ " Hartley, <i>via</i> Fish River Bridge, to O'Connell Plains (Lockyer's Line) }	290
1	80	{ " Main Western Road, at Bowenfels, to Mudgee }*
5	10	{ " Mudgee Road, near Middle River, to Main Western Road, at Meadow Flat }	70
5	14	{ " Mudgee Road to Rylstone }	98
5	40	{ " Cudgegong Municipality to Cassilis }	280
5	50	{ " Mudgee and Cassilis Road to Merriwa and Cassilis Road }	350
5	48	{ " Cudgegong Municipality to Wellington }	336
5	22	{ " Cudgegong Municipality to Rylstone }	154
4	21	{ " Cudgegong Municipality to Hargraves... .. }	130
4	5	{ " Mudgee and Hargraves Road to Windeyer }	50
5	24	{ " Louisa Creek to Pyramul Hill... .. }	168
5	6	{ " Main Western Road, at Brown's Hill, to Kelso and Upper Turon Road }	42
5	27	{ " Kelso to Upper Turon }	189
5	3	{ " Kelso and Upper Turon Road to Peel... .. }	21
5	7	{ " Kelso and Upper Turon Road to Bathurst and Sofala Road }	49
2	27	{ " Bathurst to Sofala }	675
5	15	{ " Sofala to Mudgee Road... .. }	105
4	17	{ " Sofala to Tambaroora }	170
5	27	{ " Tambaroora to Louisa Creek }	189
5	35	{ " Bathurst to Ophir }	245
5	40	{ " Bathurst to Tambaroora, <i>via</i> Kelloshiel and Lower Turon }	280
2	32	{ " Bathurst to Carcoar }	800
4	34	{ " Carcoar to Canowindra... .. }	340
2	31	{ " Carcoar to Cowra }	775
5	44	{ " Cowra to Young }	308
2	20	{ " Bathurst to Caloola }	500
4	16	{ " Bathurst and Caloola Road to Rockley }	160
5	8	{ " Bathurst and Caloola Road to Limekilns }	56
5	16	{ " Rockley to Caloola and Tuena Road }	112
5	29	{ " Caloola to Tuena }	203
4	30	{ " Bathurst, by Gorman's Hill and Lagoons, to Campbell's River }	300
5	29	{ " Bathurst, <i>via</i> O'Connell's Plains, to Fish River Creek... .. }	203
5	12	{ " Orange to Ophir }	84
4	38	{ " Orange to Stony Creek }	380
5	18	{ " Orange to Boree }	126
5	50	{ " Orange to Nanima }	350
5	16	{ " Stony Creek to Burrendong }	112
5	27	{ " Stony Creek to Wellington }	189
5	54	{ " Wellington to Dubbo ... .. }	.....
			£ 12,804
Southern Roads.			
3	2	{ Road from Main Western Road, at Burwood, to Main Southern Road }	30
3	6	{ " Main Western Road, near Parramatta, to Main Southern Road (Dogtrap Road) }	90
4	10	{ " Main Western Road, near Parramatta, <i>via</i> Smithfield, towards Cabramatta }	100
5	3	{ " Main Southern Road, near Irish Town to George's River Road }	21
4	6	{ " Main Southern Road to Saltpan Creek (Punchbowl Road) }	60
Carried forward...			£ 301

		Southern Roads— <i>continued.</i>		Proposed Expenditure out of £50,000 provided in Estimates for Roads other than Main Roads.
CLASS.	LENGTH IN MILES.			£
		Brought forward... ..		301
5	15	{	Road from Main Southern Road, near Lansdowne Bridge, to Penrith and Bringelly Road (Orphan School Road)	105
5	3	"	Liverpool to Orphan School Road	21
2	10	"	Main Southern Road to Campbelltown	250
1	6	"	Campbelltown to Menangle	300
2	4	"	Menangle to Main Southern Road, at foot of Razorback	125
2	12	"	Menangle to Picton	300
1	5	"	Campbelltown to Main Southern Road, near Narellan	250
3	10	"	Campbelltown to Appin	150
4	17	{	Appin, <i>via</i> Broughton's Pass and Mount Keera, to Central Illawarra Municipality	170
4	11	"	Broughton's Pass, <i>via</i> Pheasant's Nest, to Main Southern Road	110
3	17	"	Appin, <i>via</i> Rixon's Pass, to Wollongong and Bulli Road	255
4	8	"	Wollongong Municipality to Bulli	80
4	11	{	Kiama Municipality, <i>via</i> Shoalhaven, to Nowra Municipality	110
5	84	"	Nowra Municipality, <i>via</i> Ulladulla, to Bateman's Bay	588
5	7	"	Nowra and Ulladulla Road, at Tomerong, to Jervis Bay	49
4	20	"	Bateman's Bay to Moruya	200
3	16	"	Moruya to Boatalley	240
5	70	{	Nowra Municipality, <i>via</i> the Sassafras Range, to Braidwood	490
4	10	"	Main Southern Road, at Carne's Hill, towards Bringelly	100
5	3	{	Main Southern Road to Campbelltown Road, near Denham Court	21
5	7	"	Main Southern Road to Cobbitty	49
2	4	{	Main Southern Road, at Camden, to Road from Menangle to Main Southern Road... ..	100
5	15	"	Main Southern Road, at Camden, towards Burragorang	105
5	3	"	Main Southern Road, at Cawdor, to Westbrook Bridge	21
5	18	"	Picton, <i>via</i> the Oaks, to Burragorang	126
4	8	"	Main Southern Road, near Mittagong, to Bong Bong	80
4	4	"	Main Southern Road, near Berrima, to Sutton Forest	40
5	15	"	Old South Road, near Berrima, towards Wollongong	105
5	12	{	Bong Bong to Main Southern Road, near Black Bob's Creek	84
5	10	"	Marulan to Bungonia	70
...	35	"	Bungonia to Braidwood and Goulburn Road ... ..	.....
5	30	"	Goulburn to Taralga	210
5	60	{	Goulburn Municipality, <i>via</i> Clear Hills and Laggan, to Tuena	420
5	40	"	Goulburn Municipality to Weeho	280
5	40	"	Goulburn and Weeho Road to Binda	280
5	12	"	Weeho to Binda	84
5	14	{	Goulburn Municipality, <i>via</i> Wollondilly River, to Mummell	98
5	42	"	Goulburn Municipality, <i>via</i> Collector, to Gundaroo ...	294
5	60	"	Goulburn Municipality to Braidwood	420
5	60	{	Goulburn and Braidwood Road, <i>via</i> Bangalore Gap, Lake George, and Bungendore, to Queanbeyan	420
4	67	"	Queanbeyan to Cooma	670
4	50	"	Cooma to Kiandra	500
5	57	"	Cooma to Bombala	399
5	25	"	Bombala to Delegate	175
4	50	"	Bombala to Merimbula	500
4	19	"	Merimbula, <i>via</i> Jella Jellat, to Bega	190
2	45	"	Bombala and Merimbula Road, at Cathcart, to Eden	1,125
5	12	"	Eden to Start	84
2	6	{	Eden and Cathcart Road, <i>via</i> Panbula, to Merimbula Road	150
1	31	"	Braidwood to Nelligen	1,550
5	42	{	Braidwood, <i>via</i> Dirty Butter Creek and Araluen, to Moruya	294
			Carried forward... ..	£ 13,138

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLASS.	LENGTH IN MILES.		Proposed Expenditure out of £60,000 provided in Estimates for Roads other than Main Roads.
Southern Roads—continued.			
			£
		Brought forward	13,138
5	11	Road from Braidwood and Moruya Road, <i>via</i> Kiara, to Moruya ...	77
4	10	" Braidwood to Elrington	100
5	20	" Braidwood to Oronmeir	140
5	30	" Braidwood to Bungendore and Queanbeyan Road ...	210
5	20	" Goulburn Municipality to Windellama	140
5	30	" Yass to Boorowa	210
5	110	{ " Main Southern Road, at Bowring, <i>via</i> Binalong, } Cunningar, and Murrumbidgee, to Wagga Wagga }	770
4	20	" Gundagai to Tamut	200
3	12	" Tamut to Adelong	180
4	60	" Tamut, <i>via</i> Talbingo, to Kiandra	600
3	15	" Main Southern Road to Adelong	225
4	25	" Main Southern Road, at Tarcatta, to Wagga Wagga ...	250
3	18	" Albury Municipality to Howlong	270
5	77	" Albury Municipality to Wagga Wagga ... ..	.....
5	50	" Deniliquin to Moama	350
			£ 16,860

SUMMARY of Proposed Distribution.						£
Sydney or Metropolitan Roads	...	...	...	...	...	2,226
Northern Roads	...	...	...	...	...	18,169
Western Roads	...	...	...	...	...	12,804
Southern Roads	...	...	...	...	...	16,860
TOTAL						50,059
Provided in Estimates						50,000
Deficiency, to be provided from the £5,000 for Minor Bridges and Roads not classified						59

NOTE.—The amount per mile proposed to be expended on each class of Roads is as under :—

1st Class	..	..	..	..	..	..	£30 per mile.
2nd Class	..	..	..	..	..	..	25 "
3rd Class	..	..	..	..	..	..	15 "
4th Class	..	..	..	..	..	..	10 "
5th Class	..	..	..	..	..	..	7 "

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

ROAD FROM BATHURST TO ROCKLEY.

(CORRESPONDENCE, &c., RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 14 January, 1862.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 22 October, 1861, praying that His Excellency the Governor would be pleased to cause to be laid upon the Table of this House,—

“ A Copy of the Petition from the Inhabitants of Rockley
 “ to the Executive Government, with reference to the procla-
 “ mation of a Road from Bathurst to Rockley; together with
 “ Copies of all Correspondence and Reports relating thereto.”

(Mr. Driver.)

SCHEDULE.

NO.	PAGE.
1. Acting Surveyor General to Mr. District Surveyor Davidson. 29 September, 1859	2
2. District Surveyor Davidson, in reply. 7 October, 1859	2
3. Acting Surveyor General to Surveyor Davidson (Enclosure)	2
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ROAD FROM BATHURST TO ROCKLEY.

No. 1.

ACTING SURVEYOR GENERAL to DISTRICT SURVEYOR DAVIDSON.

*Surveyor General's Office,
Sydney, 29 September, 1859.*

SIR,

* A copy of this not considered necessary, it having reference to the Western Roads generally.

With reference to my letter* to you of this date, No. 2535, I have the honor to request your special and early report as to which, in your opinion, is the best line of Road between Rockley and Tuena, in order that it may be determined on which shall be expended the money provided for repairs for the current year; also, whether it is desirable that in selecting a line of road between the above-mentioned place, it would be necessary to make any expenditure southerly from Rockley or any other line.

2. It has been represented to the Secretary for Lands and Public Works that the road which now enters Rockley from Bathurst, near the north-eastern corner of the village, should enter it instead, near the north-west corner, and on this point it is desirable that you should report.

3. Whether these reports may be made from your general knowledge, or whether an inspection will be necessary, it will be for you to decide, but in the latter case I should feel obliged by your informing me to that effect, and as to the probable time of your inspection, without delay.

4. It will be necessary, eventually, to make further surveys to determine the lines of roads on which annual expenditure shall be made, and if in this case you should be of opinion that a line between the Abercrombie River, near Tuena and Rockley, and even onwards to Bathurst, should be at once surveyed with the above object, you will be so good as to instruct Mr. Licensed Surveyor Arthur to make the necessary surveys, and to afford, on his plan, all the information necessary to fill up, as a book of reference, one of the enclosed forms.

I have, &c.,
A. G. McLEAN.

No. 2.

DISTRICT SURVEYOR DAVIDSON to ACTING SURVEYOR GENERAL.

Kirkconnell, 7 October, 1859.

SIR,

* See note on No. 1.

In immediate attention to your letters of the 29th September, received 6th October, No. 59-2535,* 2536, transmitting a copy of Schedules of Expenditure for the current year, of the Roads throughout the Colony, and requesting I will give that portion which refers to the Western District my consideration, and forward a report.

2. In your letter No. 2536 you refer particularly as to the best line of road between Rockley and Tuena, that it may be determined on which line shall be expended the money provided for repairs for the current year, &c.

3. I do myself the honor to inform you, that in order to reply to the third paragraph of your letter No. 2536, a personal inspection will be necessary about Rockley; and in order to be able to carry out this, I request you will be pleased, if there is no lithograph map of the village, to order a rough tracing shewing the north-east part and the north-west, and I request it may be transmitted to me with as little delay as possible, in order that I may at once furnish you with the report required. It may be that I shall have to proceed to Tuena; but under any circumstances I do myself the honor to state, that your instructions relative to the road will be carried out with as little delay as possible, and the necessary reports forwarded.

I have, &c.,
W. R. DAVIDSON.

No. 3.

ACTING SURVEYOR GENERAL to DISTRICT SURVEYOR DAVIDSON.

*Surveyor General's Office,
Sydney, 14 October, 1859.*

SIR,

* Appendix A.

In compliance with the request contained in the third paragraph of your letter of the 7th, received on the 11th instant, No. 59-47, I have the honor to forward to you herewith, a tracing* of the Village of Rockley, to enable you to report on the best line of Road between Rockley and Tuena.

I have, &c.,
A. G. McLEAN.

No. 4.

DISTRICT SURVEYOR DAVIDSON to ACTING SURVEYOR GENERAL.

*Camp, Head of O'Brien's Creek,
27 October, 1859.*

SIR,

In attention to your letter of the 29th September, received 6th October, requesting my special and early report, on which, in my opinion, is the best line of Road between Rockley and Tuena, in order that it may be determined on which shall be expended the money provided for repairs for the current year, also whether it is desirable in selecting a line of Road between the above-mentioned places, it would be necessary to make any expenditure

expenditure southerly from Rockley or any other line ;—2. You also inform me that it has been represented to the Secretary for Lands and Public Works, that the Road which now enters Rockley, near the north-eastern corner of the village, should enter it instead near the north-west corner, and on this point you state it is desirable I should report ;—3. Whether these reports may be made from my general knowledge, or whether an inspection will be necessary, you inform me it is for me to decide, but in the latter case you request to be informed to that effect, and as to the probable time of my inspection without delay ;—4. You also state it will be necessary eventually to make further surveys, to determine the lines of road on which an annual expenditure shall be made, and if in this case I should be of opinion that a line between the Abercrombie River, near Tuena and Rockley, and even onwards to Bathurst, should be at once surveyed with the above object, I will instruct Mr. Licensed Surveyor Arthur to make the necessary survey, and to afford on his plan all the information necessary to fill up, as a book of reference, one of the forms transmitted to me ;—I do myself the honor to state, immediately on the receipt of your letter enclosing the tracing of the Village of Rockley, I proceeded to carry out your instructions, knowing from the intricate and mountainous country through which part of this line of road must pass, nothing but a strict inspection could enable me to furnish the report required.

2. I examined the Road from Bathurst to Rockley, and I am of opinion that this part of the road requires to be surveyed and proclaimed more than any other, more particularly that portion before you ascend the range, known as the Mountain Run, on the Church Land, where small settlers have altered and made encroachments on the line of road, and in places have very much narrowed it. I have instructed Mr. Licensed Surveyor Arthur to proceed at once with the survey of the road from the south boundary line of Dr. Wardell's grant as far as Rockley and Triangle Flat. I consider the road ought to enter the Village of Rockley at the north-western corner, where there is a tract now used, of easy descent, to Mulgunnia-street, which would require but little outlay to make it a good line of road. It joins the old line about a mile from the village, on the Bathurst side, the line continuing from Mulgunnia-street, on by Jumper's Flat Creek to Triangle Flat, a good road all the way, and from there is a level line to the head of O'Brien's Creek. There are two roads or tracks diverge at this point, the one shewn blue on the tracing* accompanying this letter, the other, yellow. The one shewn in yellow is a considerable detour, but a very level line, opening up a fine country, where there is good agricultural land, forests of stringy-bark timber, and water, and where but little if any outlay would be required as far as J. G. Brown's 917 acres. The other line of road, the general direction of which is more direct, and also opens up some fine agricultural country, proceeds from the head of O'Brien's Creek by what is known as the Springs—a well-watered and well-defined creek ; from there to a creek known as the Bald Ridge Creek there is a very abrupt descent to the above-named creek, but this could be avoided by taking the line to the west of the descent by the creek. On this some expenditure would be necessary to make it a practicable line. Some other cuttings on this road would be required, but of no great extent. These lines join at J. G. Brown's 917 acres, and across Thompson's Creek, at the same point, and then onwards in the direction of Bumba. The descent to the Abercrombie River at this place is very abrupt, but can be avoided by taking a valley about two miles short of Bumba ; the locality, as near as may be, is shewn on the tracing, leading by a very practicable descent to what is known as the Chain of Ponds ; crossing these a level spur from the main range leads to the Abercrombie River, to the camping ground, a portion of land on the river, purchased by Mr. J. Smith, about two miles above Bumba. The point of this spur is abrupt for about a quarter of a mile, but still the easiest descent to the river I could discover. From the river there is a gradual ascent through valleys to the top of the range dividing its waters from Tuena Creek, but the descent to the creek is very abrupt—it would require side-cutting and to diverge from the direct slope to ease it. This line would descend to the creek two miles above the Government Township, nearly opposite the present quarters of the Commissioner.

* Appendix B.

3. The other line of road, shewn in pink, which I take leave to bring under your notice, by Carrawa and Mulgunnia, is somewhat round, but by the residents of Tuena more travelled than the other lines alluded to. The only difficulty on this line is the descent to the river, but a fair road might be made with some side-cutting down the gully, marked A on the tracing. After crossing the river there is a good road into Tuena, and it has this advantage over the others, of leading direct to the village. The great difficulty after all is the descent and ascent from the river. Before finally instructing Mr. Arthur I do myself the honor to bring these matters under your notice, in order that you may have the means before you of deciding which line to adopt. I am inclined to recommend that by Long Swamp and Mulgunnia, as it leads directly to the village, and is in my opinion the best line after crossing the river. Mr. Licensed Surveyor Arthur being encamped in the neighbourhood of Rockley, I sent for him to accompany me to Tuena, in order that I might better explain my views about the different lines of road ; and as he at once commences the survey to Rockley, I have the honor to request the favour of your instructions as early as possible as to which of the lines, after leaving Triangle Flat, you consider should be adopted and surveyed, and I will transmit the form for the book of reference to Mr. Licensed Surveyor Arthur, and instruct him accordingly.

I am not aware of any other line southerly from Rockley, on which expenditure should be made, except it might be as far as the Mines, by which line the mail to Tuena is at present carried on horseback.

I may as well add, there has been an important gold discovery on the Government land on Campbell's River ; adjoining Mr. Pye's, to this place, I met several parties proceeding from Tuena.

I have, &c.,
W. R. DAVIDSON,
District Surveyor.

ROAD FROM BATHURST TO ROCKLEY.

No. 5.

ACTING SURVEYOR GENERAL to DISTRICT SURVEYOR DAVIDSON.

*Surveyor General's Office,**Sydney, 4 November, 1859.*

SIR,

In reference to your letter of the 27th ultimo, No. 59/48, respecting lines of roads *viâ* Rockley to Tuena, I have the honor to inform you that Mr. Licensed Surveyor Arthur had better adopt, in his survey from Bathurst to Rockley, the line entering Rockley at the north-west corner, as described in your letter, and forward the survey and book of reference of that line separately from that of the line south of Rockley.

You will be so good as to inform Mr. Arthur that the survey may be plotted on a scale of forty chains to one inch, with diagrams on a larger scale of any portions where existing occupations or minute turns in the road may render a larger scale necessary to distinctness, such as the entrance to Bathurst or Rockley, and that the traverse lines should be shewn, and the length and bearings introduced either in the lines or in a table; that existing tracts should be shewn in brown lines, and the line proposed to be fenced under the Act 4 Gul. IV., No. 11, in a *red* line; the breadth of the road being one chain, as a general rule, but varying in parts where that breadth would interfere with existing improvements, or where a less breadth would suffice; in no portion, however, being less than 50 links. The title to the plan should be "Plan of the Road from Bathurst to Rockley, proposed to be opened as a Parish Road under the Act of Council, 4 Wm. IV., No. 11."

I may here inform you that your recommendation of the Mulgunnia line between Rockley and Tuena, its facility of approach to Tuena, and the circumstance that it is now preferred by the public, more than compensate for the slight additional distance over the other lines, and that therefore it should be the line to be surveyed by Mr. Arthur, leaving it of course open to objections under the Act, after the appearance of the notice of intention to open it.

In conclusion, I beg to say that it would be desirable that Mr. Arthur should survey the line of road from Rockley to the Mines, and extending onwards to the new Gold Fields mentioned by you, should the Field prove productive.

The directions for the Bathurst line plan will apply also to the others.

I enclose four forms of books of reference.

I have, &c.,

A. G. McLEAN.

No. 6.

LICENSED SURVEYOR ARTHUR to ACTING SURVEYOR GENERAL.

Bathurst, 8 December, 1859.

SIR,

In accordance with the instructions contained in Mr. District Surveyor Davidson's letter,* dated 9th November, 1859, requesting me to survey the Road from Bathurst to Rockley, the line of road to enter the north-west corner of the latter village,—

I have now the honor to forward the plan and report of the above-named road.

Proceeding from the S.E. corner of sec. No. 114, in the Town of Bathurst, the road is fenced in on both sides nearly all the way to where it crosses Queen Charlotte's Vale Creek. I don't think it would be desirable to alter this line from its present position. There are several places along this part of the road that require making; part of the way along J. Palmer's east boundary, through E. White's 100 acres, P. Fitzpatrick's 100 acres, R. Smith's 80 acres, W. Lawson's 100 acres to the N. boundary of W. Lane's 320 acres, also through G. Raine's 80 acres, and W. Short's 80 acres.

The crossing-place over the creek is by means of a ford; the traffic is rarely stopped at any time for more than a few hours.

From Queen Charlotte's Vale Creek to the foot of the Mount the road proposed would not require more than a very trifling sum of money to make it ready for traffic at once. There are a few small creeks to cross, which might be done by log bridges. The present road is longer than the one proposed, and it runs up a small creek, crossing and re-crossing it in many places; it passes between the fences of numerous small farms. The road, if altered as proposed, will pass along the side of a low ridge. The Mount (as it is called) requires a good sum of money to make it fit for travelling over; this place, both ascending and descending, presents far greater obstacles than all the rest of the road. It has a very steep ascent, and the road is also very much out of repair; in wet weather many travellers prefer going round by the Lagoon Road, many miles of the way, in preference to crossing the Mount. The descent on the Rockley side is a very long drag, but not so sharp or so difficult of access as the Bathurst side. The road thence, as far as where the proposed new road leaves the present track at a, there is no great difficulty—a crossing-place over two small creeks is all that is required. From thence the road is practicable as far as a place marked e on the plan.* Some side-cutting would be necessary down this hollow to make it practicable; also, a crossing-place over the Back Creek would be required. On to Foster's Valley there is no difficulty. I think this proposed new road, to the right of the present one, would be easier for traffic, and more direct.

From Foster's Valley to a place marked F on the plan there is no difficulty; from this point the proposed new road leaves the present one—the former enters the north-west corner of Rockley, the latter the north-east corner; the road to the right is a new road lately opened, but is not much used at present. I think the proposed road is the easiest way of access that can be obtained to pass through Rockley. A slight cutting would be required leading down to Pepper's Creek; a good ford can easily be made across the creek, as it has a rocky bottom.

I have, &c.,

CHAS. ARTHUR,

Licensed Surveyor.

[Enclosure

*A copy of this cannot be supplied without reference to Mr. Davidson, which it is considered would cause unnecessary delay.

* Appendix C.

[Enclosure in No. 6.]

BOOK OF REFERENCE of Road from Bathurst to Rockley, to be opened as a Parish Road, under the Act of Council, 4 William IV., No. 11.

No.	PORTION OF ROAD.	REPUTED OWNER.	OCCUPIER.	CHARACTER OF LAND.	BEARINGS.	LENGTHS IN CHAINS.	ENCLOSURES.	CULTIVATION.	BREADTH OF ROAD.	ACRES.
1	From the south-east corner of section 114, in the Town of Bathurst, to the south boundary line of G. Busby's 100 acres.	G. Busby	G. Busby	Granite and alluvial.	Southerly ..	18-00	Fenced on both sides of the road.	.....	1 chain	a. r. p. 1 3 8
2	From the south boundary of G. Busby's 100 acres to the north boundary line of a reserve.	The Crown	Do.	Alluvial ..	Do. ..	25-00	Do. ....	.....	Do.	2 2 0
3	From the north boundary line of that reserve to the north boundary line of E. White's 100 acres.	Do.	Do.	Do. ..	Do. ..	20-00	Open .....	.....	Do.	2 0 0
4	From the north boundary of E. White's 100 acres to the south boundary of that land.	Do.	Do.	Do. ..	Do. ..	19-00	Fenced on both sides of the road.	.....	Do.	1 3 24
5	From the south boundary line of E. White's 100 acres to the south boundary of P. Fitzpatrick's 100 acres.	Mr. G. Palmer..	Mr. E. Palmer.....	Do. ..	Do. ..	20-00	Do. ....	.....	Do.	2 0 0
6	From the south boundary line of P. C. Fitzpatrick's 100 acres to the south boundary line of R. Smith's 80 acres.	Do.	Do.	Do. ..	Do. ..	15-70	Do. ....	.....	Do.	1 2 11
7	From the south boundary line of R. Smith's 80 acres to the south boundary line of Wm. Lawson's 100 acres.	Do.	Do.	Do. ..	Do. ..	27-50	Do. ....	.....	Do.	2 3 0
8	From the south boundary line of Wm. Lawson's 100 acres to the south boundary line of W. Lane's 320 acres.	Wm. Lane	Wm. Lane	Do. ..	Do. ..	43-50	Do. ....	.....	Do.	4 1 16
9	From the south boundary line of Wm. Lane's 100 acres to the south boundary line of Brown and Aspinall's 90 acres.	Do.	S. Walker.....	Do. ..	Do. ..	13-60	Do. ....	.....	Do.	1 1 16

ROAD FROM BATHURST TO ROCKLEY.

BOOK OF REFERENCE—continued.

ROAD FROM BATHURST TO ROCKLEY.

No.	PORTION OF ROAD.	REPUTED OWNER.	OCCUPIER.	CHARACTER OF LAND.	BEARINGS.	LENGTHS IN CHAINS.	ENCLOSURES.	CULTIVATION.	BREADTH OF ROAD.	ACRES.
10	From the south boundary line of Brown and Aspinall's 90 acres, to the south boundary line of T. Raine's 90 acres.	Several of these portions have been sub-divided, and are the property of numerous parties.	S. Walker	Alluvial ..	Southerly ..	12-00	Fenced on both sides of the road.	.....	About 1 chain.	a. r. p. 1 0 32
11	From the south boundary line of T. Raine's 90 acres to the south boundary of T. Raine's 97 acres.		Do.	Do. ..	Do. ..	13-00	Do. ....	.....	Do. ..	1 1 8
12	From the south boundary line of T. Raine's 97 acres to the south boundary of T. Raine's 90 acres.		J. Boyd	Alluvial and granite.	Do. ..	22-00	Open .....	.....	1 chain	2 0 32
13	From the south boundary line of T. Raine's 90 acres to the south boundary line of T. Raine's 80 acres.		Do.	Alluvial ..	Do. ..	21-00	Fenced on both sides of the road.	.....	About 1 chain.	2 0 16
14	From the south boundary line of T. Raine's 80 acres to the south boundary line of W. Short's 80 acres.		Do.	Do. ..	Do. ..	18-00	Do. ....	.....	Do. ..	1 3 8
15	From the south boundary line of W. Short's 80 acres to the west boundary line of W. Lane's 80 acres.	Partly the property of Mr. Butler.	Mr. Butler	Granite and alluvial.	South-westerly.	42-00	Partly bounded by the creek.	.....	Do. ..	4 0 32
16	From the west boundary line of W. Lane's 80 acres to the north boundary line of R. Wardell's 2,560 acres.	The Crown	Do.	Alluvial ..	Southerly ..	800	Open .....	.....	1 chain	0 0 8
17	From the north boundary line of R. Wardell's 2,560 acres to Queen Charlotte's Vale Creek.	Do.	W. E. Regan	Do. ..	Do. ..	23-00	Between the fence and the creek.	.....	Various	2 1 8
18	From the right bank of Queen Charlotte's Vale Creek to the south boundary line of the Church and School Estate, Parishes of Apsley and Ponsonby.	Church & School	Leased to various parties, who have again sub-let some parts of it.	Generally good.	Do. ..	860-00	Some parts are enclosed and under cultivation.	.....	1 chain	86 0 0
19	From the south boundary line of the Church and School Estates to the north boundary line of J. Anderson's 320 acres.	The Crown	None	Do. ..	Do. ..	21-00	None	None	Do. ..	2 0 16
20	From the north boundary line of J. Anderson's 320 acres to the north boundary line of R. Smith's 684 acres.	Chas. M'Phillamy.	Mr. Ingram	Red soil ..	Do. ..	45-00	Fenced on both sides of road.	Do	Various	4 2 0
21	From the north boundary of R. Smith's 684 acres to the north boundary of R. Smith's 1,270 acres.	Do.	Do.	Do. ..	Do. ..	86-00	Do. do.	Do.	1 chain	8 2 16
22	From the north boundary line of R. Smith's 1,270 acres to the point mid-way between sections Mulgunnia in the Village of Rockley.	Do.	Do.	Red soil, but stony and inferior in some parts.	Do. ..	211-00	About 7 chains passes through a cultivation paddock.	.....	Do.	21 0 16

NOTE.—This has been a Public Road for many years, and is fenced nearly all along on both sides.

No. 59-62, of 8 December.

CHARLES ARTHUR,
Licensed Surveyor.

No. 7.

ACTING SURVEYOR GENERAL to BENCH OF MAGISTRATES, BATHURST.

*Surveyor General's Office,
Sydney, 19 January, 1860.*

GENTLEMEN,

I have the honor to forward copies of a plan and book of reference of the Road from Rockley to Bathurst, which it is proposed to open under the Act 4 Wm. 4, No. 11, and I request that you will be good enough to deposit these documents in the Police Office, Bathurst, for public inspection and information, favouring me with an acknowledgment of their receipt.

I have, &c.,
A. G. McLEAN.

No. 8.

ACTING SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

(59-11751.)

Herewith is a plan, with a book of reference, of the road within referred to, from Bathurst to Rockley, which it is proposed to open under the Act, 4 Wm. 4, No. 11. Copies of the plan and book of reference have been sent to the Police Office, Bathurst.

B.C.—19 January, 1860.

A. G. McLEAN,
A. S. G

For the Governor General and Executive Council.—J. B. 23 Jany.
Clerk of the Council.—M. F. B.C. 22 Feby.

No. 9.

MINUTE of Executive Council.

THE Executive Council advise that the intended formation of this line of road, as a Parish Road, be notified in the manner prescribed in the Act of Council, 4 William 4, No. 11.

EDWARD C. MEREWETHER,
Clerk of the Council.

Minute 60/9.—27 Feby., 1860. Confirmed, 5 March, 1860.
Appd. W. D.—7 March, /60.

No. 10.

NOTICE in Government Gazette of 27th March, 1860.

*Department of Lands,
Sydney, 23 March, 1860.*

ROAD.

HIS Excellency the Governor General, with the advice of the Executive Council, having deemed it expedient to open and make a Parish Road (to be maintained at the expense of the Parishes through which it passes), from Bathurst to Rockley, running through the lands granted to or now occupied by Messrs. G. Busby, G. Palmer, and William Lane, and J. Walker: Notice is hereby given, that in conformity with the provisions of the Act of the Governor and Council, 4th William 4, No. 11, a plan and book of reference, shewing the intended line of road above-mentioned, are now deposited at the Office of the Surveyor General, in Sydney, and at the Police Office, Bathurst; and all persons interested therein are requested to transmit, in writing, to the Clerk of the Executive Council, within one month from this date, any well-grounded objections which may exist to the formation of the road in question.

By His Excellency's Command,
JOHN ROBERTSON.

No. 11.

UNDER SECRETARY FOR LANDS to CLERK OF EXECUTIVE COUNCIL.

*Department of Lands,
Sydney, 31 March, 1860.*

SIR,

In drawing your attention to the notice in the *Government Gazette* of the 23rd instant, respecting the intended formation of a Parish Road from Bathurst to Rockley, I am directed to request that you will have the goodness, at the end of one month from the date thereof, to inform me whether any objections have been received by you, in respect of the said road, in pursuance of the notice alluded to.

I have, &c.,
MICHL. FITZPATRICK.

ROAD FROM BATHURST TO ROCKLEY.

No. 12.

CLERK OF EXECUTIVE COUNCIL to SECRETARY FOR LANDS.

Executive Council Office,
7 May, 1860.

SIR,

10 April, 1860.

In compliance with the request contained in Mr. Under Secretary Fitzpatrick's letter of the 31st March last, No. 74, I do myself the honor to forward an objection which has been lodged with me, to the formation of a Parish Road from Bathurst to Rockley.

I have, &c.,

EDWARD C. MEREWETHER,

Clerk of the Council.

[Enclosure in No. 12.]

Rockley, 10 April, 1860.

Sir,

In accordance with a notice published in a late number of the *Government Gazette*, and having reference to the opening and making of a Parish Road from Bathurst to Rockley, and stating further, that "any well-grounded objection which may exist to the formation of the road in question, " be transmitted to you within one month from the 22nd of March ultimo,"—

We, the undersigned, representing the landed, commercial, and agricultural interests in and around the eastern portion of the Township of Rockley, beg hereby to make certain objections to the above contemplated road—objections which seem to us well-founded.

We beg, firstly, to submit to the authorities the fact, that there is no building of any kind, nor are there any improvements made on the site of the Township, where the contemplated road will run through; that, on the contrary, the great majority of the undersigned have purchased property in the eastern part of the Township of Rockley, and have severally expended considerable amounts of money upon the said property.

We would further draw attention to the fact of the road at present in use being in a direct line from Bathurst to the occupied or eastern portion of this Township, and that it has been used as such road for the last five and twenty years.

Again—the road as surveyed and now in contemplation, is between two (2) and three (3) miles longer than the existing road, and would not be within a mile and a half of that portion of the Township of Rockley which is inhabited, and where numerous improvements have been made.

In conclusion, we beg to add that the existing road is fully equal to any road which may be established, as contemplated.

For the reasons stated, we deem it necessary, as a matter of right and of justice to ourselves, being the parties most interested, to protest against the opening of the road as contemplated and surveyed.

We have, &c.,

J. C. STRANGER;

ARTHUR BUDDEN;

And sixteen (16) other persons.

The Clerk of the Executive Council,
Sydney.

No. 13.

REPORT of Acting Surveyor General.

THIS objection is simply to the proposed point of entrance to the Village of Rockley by the road in question, and no doubt results from the apprehension that that entrance at the west side of the village will injuriously affect the value of property at the eastern end.

The alteration in the entrance was pointed out to the Secretary for Lands, by some persons acquainted with the locality, and it has been recommended both by the District Surveyor and by Mr. Arthur, who surveyed the road.

Under these circumstances the road, as surveyed and notified, should, it appears to me, be confirmed.

A. G. McLEAN.

B.C. 30 June, 1860.

No. 14.

MINUTE of Executive Council.

(N.B.—Minute alluded to in Acting Surveyor General's Report of 26th March, 1861.)

UNDER the Report of the Acting Surveyor General, endorsed hereon, the Executive Council advise that the within-mentioned road be confirmed as a Parish Road, in accordance with the provisions of the Act of Council 4 William IV, No. 11.

EDWARD C. MEREWETHER,

Clerk of the Council.

Minute 60/31.—12 July, 1860. Confirmed, 20 July, 1860.

Appd. W. D.—23 July, -/60.

No. 15.

ROAD FROM BATHURST TO ROCKLEY.

9

No. 15.

NOTICE in Government Gazette.

*Department of Lands,
Sydney, 25 July, 1860.*

WITH reference to the Government Notice, dated 23rd March last, relative to the opening and making of a Parish Road from Bathurst to Rockley, Notice is hereby given, in accordance with the Act of Council 4th William IV, No. 11, that no objections having been made to the proposed road, in conformity with the said Act, His Excellency the Governor General, with the advice of the Executive Council, has been pleased to confirm the said road, and it is therefore hereby declared expedient to open and make the road referred to, according to the plan and book of reference to be seen at the Office of the Surveyor General at Sydney and at the Police Office, Bathurst; and all persons intending to claim compensation in respect of the said line are hereby reminded, that notice must be served upon the Colonial Secretary, within forty days from the date hereof, in such manner and form as are provided by the sixth section of the Act above referred to, or they will be for ever foreclosed from such claim.

By His Excellency's Command,
JOHN ROBERTSON.

No. 16.

UNDER SECRETARY FOR LANDS to THE UNDER SECRETARY.

*Department of Lands,
Sydney, 17 August, 1860.*

SIR,

In drawing your attention to the notice in the *Government Gazette* of the 25th July last, respecting the confirmation of the line of road from Bathurst to Rockley, I am directed to request that you will have the goodness, at the end of forty days from the date thereof, to state whether any claims to compensation have been made in respect of the said road, in pursuance of the notice referred to.

I have, &c.,
MICHL. FITZPATRICK.

No. 17.

THE UNDER SECRETARY to UNDER SECRETARY FOR LANDS.

*Colonial Secretary's Office,
Sydney, 27 September, 1860.*

SIR,

In reply to your letter of the 17th ultimo, I am directed to state, for the information of the Secretary for Lands, that no applications have been received in this Office for compensation in respect to the Road from Bathurst to Rockley.

I have, &c.,
W. ELYARD.

No. 18.

(60-4524)

SURVEYOR GENERAL'S REPORT.

THIS road passes through enclosed lands for about 70 chains, and its opening would involve the cost of fencing to the extent of from 500 to 600 yards, costing probably £150 or upwards.

The road is of too important a character to render practicable the application of the principle of throwing the cost of fencing on the persons desirous of having the road opened; and I could therefore suggest that, in this case, the portions of road passing through enclosures should be fenced by the Trustees of the money for the repair, even should an additional sum for that purpose thereby become necessary.

Until the fencing shall have been arranged for, I have of course delayed to formally open the road.

A. G. M.

B. C.—2 November, 1860.

No. 19.

R. DRIVER, ESQ., M.L.A., to SECRETARY FOR LANDS.

*Pitt-street,
Sydney, 21 February, 1861.*

SIR,

I have the honor to forward herewith, a Petition from the inhabitants of ^{2 February,} Rockley, and beg to request that you will give the matter your immediate attention. ^{1861.}

I have, &c.,
RD. DRIVER, JUNR.

[Enclosure in No. 19.]

To His Excellency COLONEL KEMPT, Administrator of the Government of the Colony of New South Wales and its Dependencies, and to the Honorable the Executive Council of the said Colony.

The humble Petition of the undersigned Landholders, Residents, &c., in the Township of Rockley, and its immediate vicinity,—

RESPECTFULLY SHEWETH:—

That the Township of Rockley extends for more than a mile in width, and that all the buildings erected in the said Township are situated at its eastern extremity.

That among these buildings there is a Chapel, a National School, three stores, two public-houses, &c.

That the present Government Road from Bathurst to Rockley enters the latter place at its western extremity—a distance of more than a mile from that part of the Township where all the aforesaid buildings are situated, whilst that part of the Township where the Government road enters Rockley is totally uninhabited.

That there is thus virtually no Government road at all leading to the inhabited portion of Rockley.

That the road leading there, which has been hitherto used, runs through private property, and is liable at any moment to be closed up, and that the aforesaid Government road branches off at a distance of about $1\frac{1}{4}$ miles from Rockley.

Your Petitioners would therefore humbly and respectfully pray, that your Excellency and the Honorable the Executive Council would be pleased to cause the said portion of private road to be declared a branch Government road to Rockley.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

12 February, 1861.

[Here follow twenty-six (26) Signatures.]

No. 20.

UNDER SECRETARY FOR LANDS to MR. DRIVER.

Department of Lands,
Sydney, 22 February, 1861.

SIR,

I am directed to acknowledge the receipt of your letter of the 21st instant, on the subject noted hereunder, and to inform you that it will receive due attention.

I have, &c.,

S. B. WARBURTON,
(For the Under Secretary.)

Subject:—Forwarding Petition respecting the road from Bathurst to Rockley.

No. 21.

REPORT of Acting Surveyor General.

* See No. 14. THE question of at what point of Rockley the road from Bathurst should enter it, was decided by the Executive Council (*See Minute of 12th July, 1860), after every consideration, and on the recommendation of those most competent to judge. The streets of Rockley afford a means of communication from the proclaimed road to the other portion of the village.

A. G. M.

B.C.—26 March, 1861.

No. 22.

UNDER SECRETARY FOR LANDS to MR. DRIVER.

Department of Lands,
Sydney, 31 May, 1861.

SIR,

With reference to the Petition presented by you from certain of the Inhabitants of Rockley, praying that a portion of private road may be proclaimed as the Road from Bathurst to that place, the present road being too far distant from the inhabited part of the Township, I am directed to inform you that the question at what point of Rockley the Road from Bathurst should enter it was decided by the Council, after every consideration, and on the recommendation of those most competent to judge.

2. I am to add, that as the streets of Rockley afford a means of communication from the proclaimed road to the other portions of the village, there appears to be no necessity for the proclamation of the road referred to.

I have, &c.,

MICHEL. FITZPATRICK.

No. 23.

MR. ARTHUR BUDDEN to SECRETARY FOR LANDS.

Rockley, 26 September, 1861.

SIR,

I have the honor to call your attention to a Petition forwarded by the Inhabitants of Rockley some months ago, relative to the formation of a branch Road, which, striking off from the Government road about $1\frac{1}{4}$ mile from Rockley, would enter it at its eastern extremity—the only inhabited portion of the Township.

No

No official reply has been received to this Memorial ; but it was stated at a Public Meeting held here on the 30th ultimo, that a letter had been received from Mr. Driver, the Member for this district, stating that he (Mr. Driver) had been informed by you that the request contained in our Memorial should be complied with.

No steps having, however, as yet been taken to carry out this, to the inhabitants of Rockley, highly desirable arrangement, I have been requested to draw your attention to the matter, and to beg that you will cause the said branch line to be declared a Government Road, without further delay.

I have, &c.,
ARTHUR BUDDEN,
 Chairman of Public Meeting.

No. 24.

UNDER SECRETARY FOR LANDS to MR. ARTHUR BUDDEN.

Department of Lands,
Sydney, 30 October, 1861.

SIR,

Referring to your letter of the 26th ultimo, respecting a proposed branch Road to strike off from the proclaimed road about one mile and a quarter from Rockley, and to enter that Township at its eastern extremity, I am directed to forward, for the information of yourself and the other persons interested, a copy of a letter which has been addressed to R. Driver, Esq., M.L.A. (in answer to the Petition presented by him on the subject), stating that as the streets of Rockley afford a means of communication from the proclaimed road to the other portions of the village, there appeared to be no necessity for the proclamation of the road in question.

31st May, 1861.
 See No. 22.

I have, &c.,
MICHL. FITZPATRICK.



Design for the
VILLAGE OF ROCKLEY.
COUNTY OF GEORGIANA.

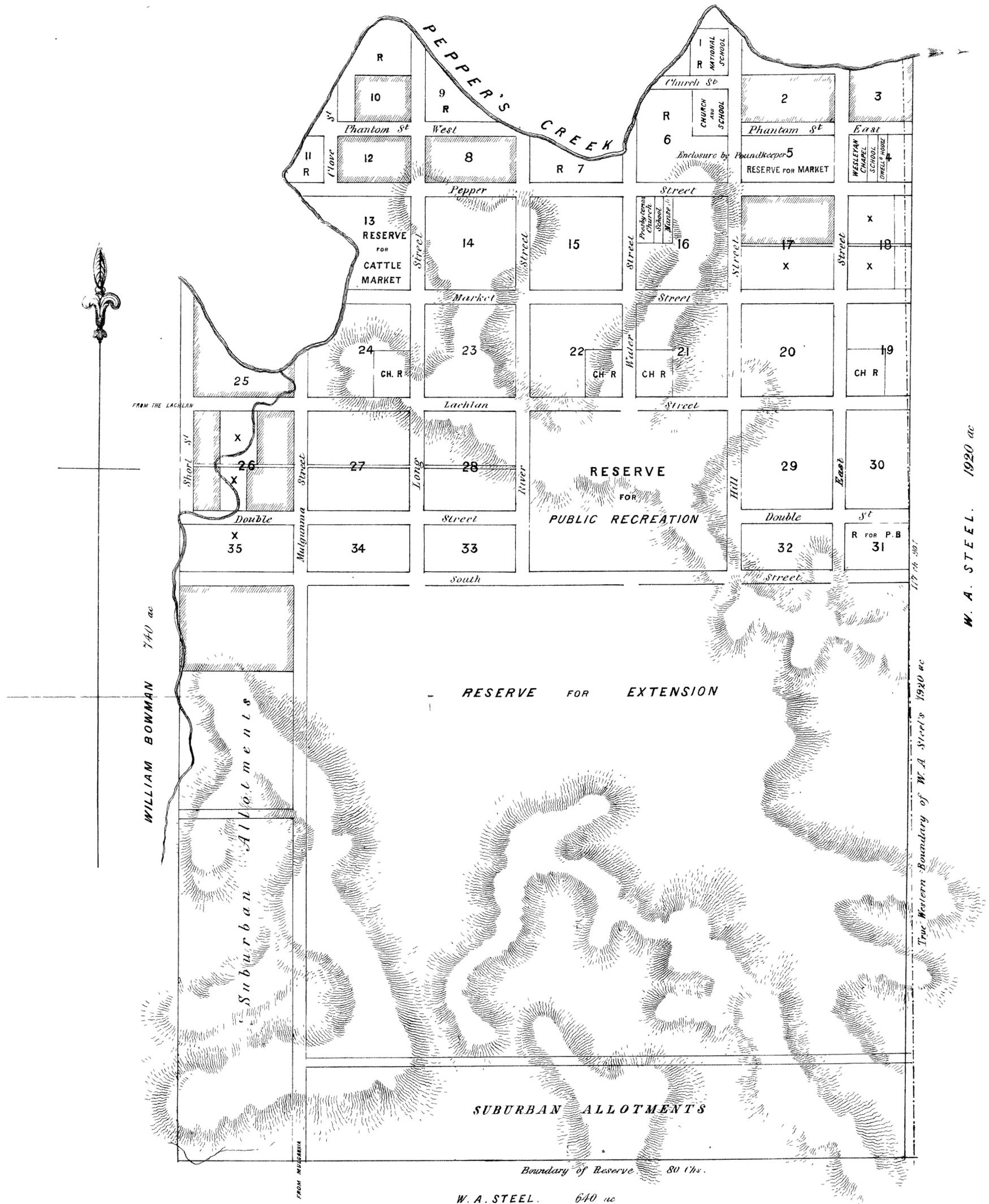
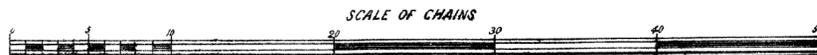


Fig. 290.



W. A. STEEL. 1920 ac

True Western Boundary of W. A. Steel's 1920 ac

WILLIAM BOWMAN 740 ac

Suburban Allotments

W. A. STEEL. 640 ac

Boundary of Reserve. 80 Chs.

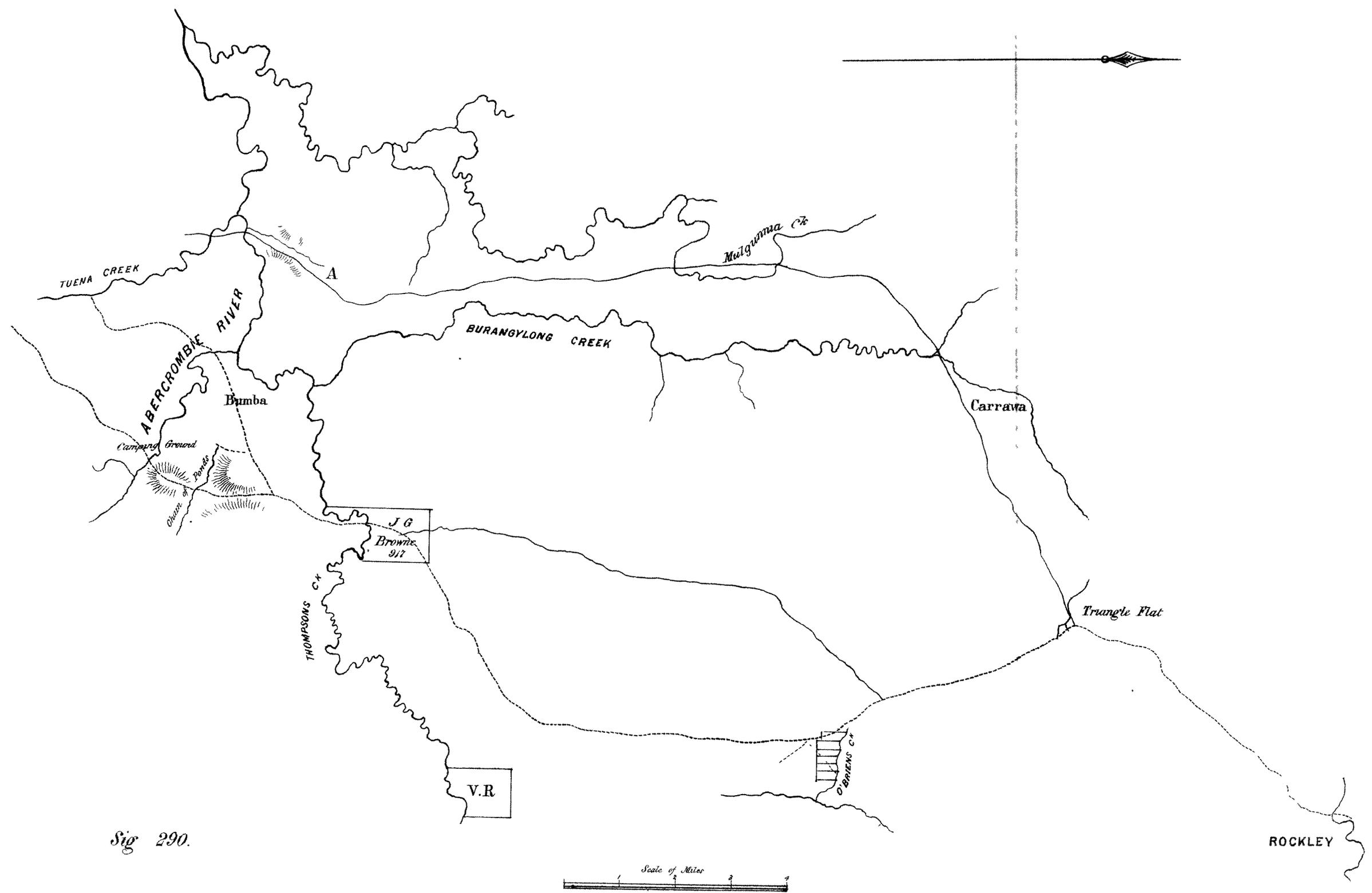
SUBURBAN ALLOTMENTS

RESERVE FOR EXTENSION

RESERVE FOR PUBLIC RECREATION

RESERVE FOR CATTLE MARKET

APPENDIX B



Sig 290.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

RESIGNATION OF MR. QUODLING, LATE INSPECTOR OF ROADS IN THE NORTHERN DISTRICTS.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON THE

RESIGNATION OF MR. QUODLING,

LATE INSPECTOR OF ROADS IN THE NORTHERN DISTRICTS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

17 January, 1862.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILIP-STREET.

1862.

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1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY.

VOTES, No. 48. TUESDAY, 26 DECEMBER, 1861.

25. Resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts:—

Mr. Forster moved, pursuant to notice,—

(1.) That a Select Committee be appointed to inquire into and report upon the circumstances connected with the resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts, with power to extend such inquiry and report, according as to such Committee shall appear expedient, over the general management of Public Works in the said Districts, and likewise to send for persons and papers.

(2.) That such Committee consist of:—Mr. Arnold, Mr. Markham, Mr. Dalgleish, Mr. Dangar, Mr. Piddington, Mr. Lucas, Mr. Rotton, Mr. Hoskins, Mr. Rusden, and the Mover.

Debate ensued.

Question put,—(1.) That a Select Committee be appointed to inquire into and report upon the circumstances connected with the resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts, with power to extend such inquiry and report, according as to such Committee shall appear expedient, over the general management of Public Works in the said Districts, and likewise to send for persons and papers.

The House divided.

Ayes, 18.

Noes, 14.

* * * * *

And Mr. Sadleir requiring the said Committee be appointed by Ballot,—

The House proceeded to the Ballot accordingly, and the Speaker declared the following Members to be the Committee duly appointed:—Mr. Forster, Mr. Arnold, Mr. Markham, Mr. Dalgleish, Mr. Lucas, Mr. Dick, Mr. Driver, Mr. T. Garrett, Mr. Hoskins, and Mr. Dangar.

VOTES, No. 78. WEDNESDAY, 15 JANUARY, 1862.

1. * * * * *

Resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts:—Mr.

Forster, as Chairman, brought up a Progress Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee to whom this subject was referred on the 26th November last, together with Appendix.

Mr. Forster then moved, That the said Report and accompanying Proceedings, Evidence, and Appendix, be printed.

And a Debate arising,—

And an Honorable Member opposing the motion,—

The Speaker ruled as follows:—The Debate, as well as the motion itself, as opposed, is irregular; for, although a motion for printing the Proceedings of a Select Committee is usually received as a matter of form,—still, the practice is, that such Proceedings must be complete,—which is not the case in the present instance. It is quite open to the House to order the printing of such Proceedings, if it think fit; but, in this case, the motion for the printing is opposed, and the rule is that none but unopposed motions can be made without notice. It is open to the Mover to give notice for a future day. Besides, a Sessional Order of the Assembly gives precedence to Government Business on Wednesdays.

Mr. Morris then moved, That this House does not agree to the ruling of the Honorable the Speaker on the matter of printing a Report and Evidence of a Select Committee.

Debate ensued.

Mr. Morris' motion by leave withdrawn.

* * * * *

5. Resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts:—The Speaker, adverting to his ruling on the Point of Order in this matter (recorded in Entry No. 1 above), stated that, having had time to look further into the subject, he had now arrived at the conclusion, that the general Rule, as observed in the House of Commons, under which he had given his decision, was over-ridden, so far as Mr. Forster's motion was concerned, by the 29th Standing Order of the Assembly, which declares as follows:—"it shall always be in order, on the presentation of any "document, except a Petition, for the Member presenting it to move, without "previous notice, that it be printed." He therefore took the earliest opportunity afforded him of correcting his decision, in order that the Honorable Member, whose motion had been declared irregular, might have the opportunity of repeating it, at once, if desirous of doing so.
But no motion being made in consequence of this explanation, the matter dropped.
-

VOTES, No. 80. FRIDAY, 17 JANUARY, 1862.

10. Resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts:—Mr. Piddington, on behalf of Mr. Rotton, moved, pursuant to notice, standing in the name of Mr. Rotton, That the Report of, and Evidence taken before, the Select Committee upon the Resignation of Mr. Quodling, be printed.
Debate ensued.
Question put and passed.
Ordered to be printed.
-

1861-2.

RESIGNATION OF MR. QUODLING, LATE INSPECTOR OF ROADS
IN THE NORTHERN DISTRICTS.

PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 26th November last, “ *to inquire into and report upon the circumstances connected with the resignation of Mr. Quodling, late Inspector of Roads in the Northern Districts, with power to extend such inquiry and report, according as to such Committee shall appear expedient, over the general management of Public Works in the said Districts, and likewise to send for persons and papers,*” have agreed to the following Progress Report:—

Your Committee having examined the witnesses whose names are appended, as well as a number of documents connected with the case, are of opinion that the necessity for inquiry has been conclusively established. The statements contained in Mr. Quodling's letters of October 24th and November 3rd have been so far substantiated, that very great irregularities in the system of management of public works in the Northern Districts, under the Commissioner for Roads, have been disclosed. Mr. Quodling himself does not appear to have generally acted with candour or with due regard to official decorum, or to have adopted in all cases the most regular mode of communication with his superior officer; but it has been shown that he more than once reported in writing, and that he frequently made personal remonstrances, to the Commissioner for Roads, upon the unsatisfactory manner in which the works under his (Mr. Quodling's) charge, at the Doughboy Diversion, were being carried out by the contractor, Mr. Martindale. It has been further shown that these reports and remonstrances of Mr. Quodling were in general disregarded, and that, in fact, the Commissioner was in the constant habit of receiving personal communications from the contractor in question, and of adopting his *ex parte* representations and explanations as conclusive evidence in his own favour, without further inquiry or reference to the officers in charge of the works. It appears, moreover, that on Mr. Quodling's

Quodling's subsequent refusal to furnish the usual vouchers or certificates for the works he had previously condemned, payments of money were in several instances made to the contractor, by authority of the Commissioner, without such vouchers or certificates; and that in one case a voucher for a considerable sum (£600), which Mr. Quodling had refused, was furnished by another Superintendent (Mr. Bayley), who states, that he had positive instructions from the Commissioner to vouch for works which were not under his charge, and with the character of which he was but slightly acquainted. It likewise appears, and the Commissioner himself admits, that he has frequently taken upon himself to alter the terms of contracts, and to supplement them by extraordinary provisions, sometimes in direct opposition to the judgment of the subordinate officer immediately in charge. For instance, at the Doughboy Diversion, the contractor was in this way authorized to spread metal without previous consolidation of the road, by which omission, according to Mr. Bayley, a saving of £300 a mile must have accrued to the contractor. Again, to adopt an expression of Mr. Shairp, Chief Clerk to the Commissioner, in his letter of October 30, "pitching was substituted for a portion of the broken metal," by sole authority of the Commissioner. Under this head your Committee beg leave particularly to direct the attention of your Honorable House to the evidence of Mr. Shairp, who testifies, not only to many of the facts above referred to, but, from his own experience as a former Superintendent of Roads, expresses a strong opinion upon the unusual and irregular character of these proceedings.

Similar irregularities appear to have existed, as well with reference to other contracts in the same district, as to the enforcement and supervision of contracts generally. In one instance, after a piece of road, known as the New Gap, had been condemned both by the Superintendent (Mr. Bayley), and by the then Engineer for Roads (Mr. Bennett,) the same piece of road was approved of by the Commissioner. The correctness of the opinions pronounced by Mr. Bayley and Mr. Bennett has been, in this particular instance, proved by the evidence of persons who have since had occasion to use the road, and have found it nearly impassable after a few days wet weather.

It is but just to Mr. Collett to acknowledge that the system in question did not altogether originate with himself, and that he has shewn no disposition to conceal the circumstances above alluded to. On the contrary, Mr. Collett, though admitting the irregularity, yet considers his interference, in every case, to have been justified by the emergency, and quite within the sphere of his legitimate powers under the Main Roads Act. Mr. Collett, however, has made no attempt to explain the nature of any such emergency, and does not appear to have, in any case, made special record of the circumstances, or to have communicated to the Minister for Works the extraordinary course which he (Mr. Collett) thought proper to adopt. The Committee need scarcely point out to what gross abuses such a system must be liable, as enabling the Commissioner,

sioner, at any moment, to divest himself of responsibility, by superseding, at his own discretion, the checks imposed upon him by the action of subordinate officers, and by removing every means of subsequently calling him to account.

In some instances, it is true, that documentary and other evidence has been produced by Mr. Collett, purporting to shew the subsequent concurrence of some of his subordinate officers, whether or not directly in charge, with the irregular course adopted by the Commissioner; but in most of these instances, the subordinate officers concerned appear to have acted under the impression that they were bound to concur with what their superior officers had previously done, and that their concurrence was merely formal; and it is obvious that no such retrospective adjustment of the records of a particular case can cure the original irregularity, or render the proceedings to which it refers satisfactory to the public.

Your Committee find that these are not the only irregular proceedings in which Mr. Collett has been implicated. It appears, by the evidence of Mr. Under Secretary Rae, and by Mr. Collett's own admission, as well as by the records of the Department, that Mr. Collett, when employed as Superintendent of Roads in 1859, was severely censured by the then Commissioner for Roads, Captain Martindale, for insubordination, and for having exceeded his authority in the expenditure of public money upon certain works under his charge; and that Captain Martindale's censure, after further correspondence and inquiry, was finally endorsed by a formal reprimand from Mr. Secretary Eagar, accompanied by an intimation, that, in the event of a repetition of the practice, Mr. Collett would render himself liable to dismissal.

The difficulties of the inquiry undertaken by your Committee have been greatly increased by the ambiguous position assumed by the Commissioner for Roads. Your Committee have been unable to obtain from Mr. Collett any precise definition of his own duties. Mr. Collett expressly disclaims subordination or responsibility to the Head of the Department of Public Works, and refers to the Main Roads Act to vindicate for himself an independence claimed by no other public officer, and entirely inconsistent with the principle of constitutional responsibility. How fully the peculiar views of Mr. Collett upon this point have been carried out in practice, the preceding observations serve, in a great measure, to exemplify. But neither have the mutual relations subsisting between the Commissioner and his subordinates, nor the functions of the latter, been satisfactorily explained by any of the witnesses. In general, the Superintendents of Roads seem to have been left very much to their own discretion; at other times, as has been shewn above, the Commissioner has adopted the contrary extreme, of practically superseding these officers. Mr. Quodling asserts that on several occasions he applied for information, which he failed to obtain. His successor, Mr. Coghlan, states that his only instructions on receiving his appointment consisted of a simple
reference

reference to his predecessor, whose competency and integrity have been called in question by Mr. Collett, and who, under the circumstances, could scarcely be expected to furnish satisfactory information. In regard also to the most important portion of the works under Mr. Coghlan's charge, namely, the Doughboy Diversion Works, and which were the principal subject of Mr. Quodling's complaints, Mr. Coghlan affirms that he expressly declined taking charge without more definite instructions, which, up to the date of his evidence, he had not received. Whether these works could, at the period of Mr. Quodling's resignation, be regarded as sufficiently completed to require no further supervision, your Committee have not ascertained.

Mr. Collett having expressed a strong opinion of the incapacity and dishonesty of Mr. Quodling, has not satisfactorily explained to your Committee how Mr. Quodling could have been so long retained in a position of trust, immediately under Mr. Collett, without complaint or reprimand. Mr. Collett, indeed, does not appear to have been fully sensible of Mr. Quodling's deficiencies, until the conduct of the former was called in question by the latter. It is but fair to Mr. Quodling to point out that his official qualifications are favourably attested by several witnesses, and that the more serious charges against him cannot be regarded as proved.

In connection with the irregularities above-mentioned, it is not perhaps to be wondered at that the public works in the Northern Districts do not appear to have been in all cases carried out so as to give general satisfaction. Defects in the construction of roads have been spoken of by practical and intelligent eye-witnesses, which probably might have been avoided by more careful supervision. Roads are said to have become impassable in a short time after having been opened to the public, and it is affirmed that metal of inferior description, and in some cases totally unfit for the purpose, has been applied on spots where the best quality had been contracted and paid for; and although a general improvement in the Roads of the Northern Districts since Mr. Collett became Commissioner is admitted, the prevailing impression seems to be, that the amount and quality of the work done are not in proportion to the money expended and the official machinery employed.

The system of public accounts, connected with the Department of Public Works, appears to your Committee highly unsatisfactory. It has been shewn by the evidence of both Mr. Collett and Mr. Quodling, that neither have proper checks been maintained, nor sufficient control exercised, over the disbursement of considerable sums of public money, by the Commissioner and his subordinate officers. Mr. Quodling himself admits that his own public accounts have been most irregularly kept for some time past, but the irregularity appears to have entirely escaped the notice of the Department. Your Committee therefore feel it their duty to recommend that some improvement in this respect should be insisted on in future, by the Executive Government.

With

With reference to Mr. Martindale, who has been for some time past the most extensive Contractor for public works in the Northern Districts, your Committee consider it unfortunate that some inquiry had not been made before so much confidence was reposed in him. It appears by a letter addressed to the Chairman by Mr. Steavenson, Superintendent of Roads and Bridges in Victoria, that the same Mr. Martindale was formerly an extensive contractor in that Colony; where, however, his conduct was so unsatisfactory as, at least in Mr. Steavenson's opinion, to have quite disqualified him for further employment in that capacity.

The evidence of Mr. Hannington, and of other witnesses, conveys the unavoidable impression, that whatever may have been Mr. Collett's intentions, the public interest has often suffered by his irregular proceedings; but as regards certain charges of corrupt conduct which have been rather implied than directly made, in the course of this investigation, against Mr. Collett, your Committee feel bound to admit that no evidence has been brought before them which justifies them in forming a conclusive judgment to the prejudice of Mr. Collett's character for integrity; nor would it be altogether just to this gentleman to attach no weight whatever to his own denial of the allegations against him. It is undoubtedly true, as Mr. Collett himself admits, that he allowed himself to be the recipient of a sum of money in the shape of a testimonial, to which at least one contractor, whose works were under Mr. Collett's supervision, was a contributor, and in collecting which the same contractor is stated to have been an active agent. But in this matter, though your Committee are of opinion that Mr. Collett's conduct was unbecoming and injudicious, they cannot, taking into consideration the smallness of the amount, and the publicity of the transaction, take upon themselves to pronounce it corrupt. On the other hand, as the labours of your Committee must necessarily be brought to an immediate close, and, as the system to which your Committee have called attention and the errors of which Mr. Collett's administration has not tended to correct, appears to your Committee to place many and almost insurmountable obstacles in the way of satisfactory inquiry into any misconduct or malversation of which the Commissioner may be guilty, your Committee consider themselves entirely precluded from arriving at a positive conclusion in favour of Mr. Collett; they therefore deem it their most prudent course to abstain for the present from any more decided expression of opinion upon this point, and content themselves with recommending that it should, during the next Session, be made the subject of future investigation, together with all other branches of the present inquiry which your Committee have not been enabled to complete. Your Committee, however, have no hesitation in expressing a strong opinion that, so long as the office of Engineer of Roads is retained, that of Commissioner is wholly unnecessary, and that whatever legal or technical reasons there may be for the continuance of the latter, might be

met by the amalgamation of both offices in one, or by the appointment of qualified Engineers as Superintendents of Roads.

Before closing their remarks, your Committee cannot avoid noticing a letter addressed by Mr. Collett to Mr. Bayley, in answer to an application made by the latter to Mr. Collett, for leave to attend before your Committee for the purpose of giving evidence. Mr. Collett's letter appears to your Committee to evince a disposition not only to suppress evidence by indirect means, but also to encourage in a subordinate officer a spirit of disrespect towards a Committee of your Honorable House, which cannot but be regarded as highly reprehensible.

WILLIAM FORSTER,
Chairman.

*Legislative Assembly Chamber,
Sydney, 15 January, 1862.*

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 28 NOVEMBER, 1861.

MEMBERS PRESENT :—

Mr. Arnold,	Mr. Lucas,
Mr. Forster,	Mr. Dangar,
Mr. T. Garrett,	Mr. Markham.

William Forster, Esq., called to the Chair.

Committee deliberated upon the course of proceedings, and

Resolved :—That Mr. Quodling be summoned to give Evidence before this Committee to-morrow.

Motion made (*Mr. T. Garrett*) and Question,—That Mr. Collett be informed that the Committee will sit to-morrow at *Eleven o'clock*—*agreed to*.

[Adjourned till To-morrow, at *Eleven o'clock*.]

FRIDAY, 29 NOVEMBER, 1861.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Dalgleish,	Mr. Dangar,
Mr. T. Garrett,	Mr. Hoskins,
Mr. Lucas,	Mr. Dick,
Mr. Arnold.	

Mr. Collett present in the room during the examination of witness.

Mr. Robert Quodling called in and examined.

Witness handed in copy of letter of resignation, together with copy of letter accepting the same. (*Vide List of Appendix.*)

In the course of examination, objection was taken to the form in which the Evidence was being conducted.

Strangers requested to withdraw.

Committee deliberated.

Witness recalled, and examination proceeded with.

Certain vouchers and other documents handed in. (*Vide List of Appendix.*)

Witness to be further examined.

[Adjourned to Wednesday next, at *Ten o'clock*.]

WEDNESDAY, 4 DECEMBER, 1861.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Hoskins,	Mr. Lucas,
Mr. Markham,	Mr. Dangar,
Mr. T. Garrett,	Mr. Dalgleish,
Mr. Driver,	Mr. Arnold.

The witness (Mr. Quodling) not being yet in attendance,—

The Chairman suggested that Mr. James White (now in Sydney), who had travelled extensively over the Northern Roads, was a person likely to give useful information to the Committee in their inquiry.

Mr. White, with the concurrence of the Committee, sent for.

William R. Collett, Esq., *Commissioner for Roads*, examined.

Mr. James White, being in attendance, called in and examined.

Witness withdrew.

Mr. Quodling being now in attendance, called in and further examined.

Several documents handed in. (*Vide List of Appendix.*)

Copy of letter from Mr. Collett to Mr. Quodling, dated 7 March, 1861, produced, and by direction of the Chairman, read at length by the Clerk. (*Vide List of Appendix.*)

And,—the examination of witness not being yet concluded,—

Motion made (*Mr. Lucas*) and Question proposed,—That the Committee adjourn till eleven o'clock to-morrow.

Amendment

Amendment proposed (*Mr. Dalglish*),—That all the words after “till” be omitted, with the view to the insertion in their stead of the words “ten o'clock on Friday next.”

Amendment by leave withdrawn.

Original Question *put and agreed to.*

[Adjourned accordingly till To-morrow, at *Eleven o'clock.*]

THURSDAY, 5 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dalglish,
Mr. Dangar,
Mr. Dick,

Mr. Markham,
Mr. Hoskins,
Mr. T. Garrett,

Mr. Lucas.

Mr. Collett present in the room, during the examination of witness.

Mr. R. Quodling called in and further examined.

Strangers requested to withdraw.

Committee deliberated on the mode of conducting the evidence, and—

[Adjourned till To-morrow, at *Ten o'clock.*]

FRIDAY, 6 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dick,
Mr. Dangar,
Mr. T. Garrett,

Mr. Dalglish,
Mr. Markham,
Mr. Hoskins.

Mr. Collett present in the room during the examination of witness.

Mr. R. Quodling called in and further examined.

Several documents handed in. (*Vide List of Appendix.*)

In the course of examination, objection being taken to the style of Questions put to witness by Mr. Dick,—

Strangers requested to withdraw.

Committee deliberated.

Motion made (*Mr. Dalglish*) and Question proposed,—That the mode of examination adopted by Mr. Dick is irregular.

Deliberation continued.

Motion by leave withdrawn, and witness recalled.

Examination resumed, and,

Mr. Dick taking exception to replies of witness,—

Strangers again requested to withdraw.

On motion of Mr. Dalglish, evidence read by Shorthand Writer.

Witness recalled and examination proceeded with.

Witness withdrew.

Committee deliberated.

Motion made (*Mr. Lucas*) and Question proposed,—That the Committee adjourn to Monday next, at 10 o'clock.

Amendment proposed (*Mr. Dick*), to omit “Monday” and insert “Tuesday.”

Question put,—That the word proposed to be omitted stand part of the Question—
Agreed to.

Original Question put and agreed to.

[Adjourned accordingly to Monday next, at *Ten o'clock.*]

MONDAY, 9 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dalglish,
Mr. Markham,
Mr. Dangar,

Mr. T. Garrett,
Mr. Dick,
Mr. Lucas,

Mr. Hoskins.

Messrs. Collett and Quodling present in the room during the examination of witnesses.

Mr. Thomas Evans called in and examined.

Witness withdrew.

Andrew Loder, Esq., examined.

Witness withdrew.

[Adjourned till to-morrow, at *Ten o'clock.*]

TUESDAY,

TUESDAY, 10 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Hoskins,		Mr. Markham,
Mr. Lucas,		Mr. Dangar,
Mr. Dick,		Mr. Dalgleish,

Mr. T. Garrett.

Messrs. Collett and Quodling present in the room during the examination of witnesses.

A. Loder, Esq., further examined.

Here the Chairman vacated the Chair, which was taken by Mr. Hoskins *pro tem*.

Examination continued.

Mr. Forster re-entering the room, resumed the Chair.

Examination concluded.

Witness withdrew.

[Adjourned till to-morrow, at Ten o'clock.]

WEDNESDAY, 11 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dick,		Mr. Markham,
Mr. Dalgleish,		Mr. Dangar,
Mr. Arnold,		Mr. Hoskins,
Mr. T. Garrett,		Mr. Lucas.

Mr. Collett present in the room during the examination of witness.

Mr. R. Quodling further examined.

Letter from Mr. Martindale to Mr. Collett, dated 18 February, 1861, handed to witness by Mr. Dick. (*Vide List of Appendix.*)

Mr. Dalgleish objecting to the form in which a Question was put to witness by Mr. Dick,—

Strangers requested to withdraw.

Committee deliberated.

And Chairman ruling that the form of Question put by Mr. Dick was *not* irregular,—

Witness recalled and examination resumed.

Mr. Hoskins objected to the form of Question put to witness by Mr. Arnold.

Strangers again withdrew.

Committee deliberated, and,

In the course of deliberation Chairman resigned the Chair;—

Whereupon, Mr. T. Garrett (on motion of *Mr. Forster*) called thereto.

Committee deliberated.

Motion made (*Mr. Dick*) and Question proposed,—“That the Committee adjourn until witness produce certain plans and papers referred to in the evidence.”

Committee further deliberated.

Motion by leave withdrawn.

Witness recalled and requested to produce before the Committee to-morrow, the plans and papers referred to.

Examination resumed.

Strangers again requested to withdraw.

Committee deliberated.

Motion made (*Mr. Lucas*) and Question proposed,—“That witness hand in his Field or Memorandum Book whenever he may think proper.”

Deliberation continued.

Motion by leave withdrawn.

Motion made (*Mr. Hoskins*) and Question proposed,—“That the book be not handed in until the termination of witness' examination.”

Question put.

Ayes, 3.		Noes, 2.
Mr. Dangar,		Mr. Arnold,
Mr. Lucas,		Mr. Dick.
Mr. Hoskins.		

And the following Members declining to vote,—

Mr. Dalgleish,
Mr. Markham,
Mr. Forster,—

Point of Order was raised by Mr. Arnold—namely,—

Whether Members on a Division in Committee are obliged to vote,—

And the Chairman ruling in the affirmative,—

Mr. Dalgleish, Mr. Forster, and Mr. Markham voted with the Noes,—and

Question negatived.

Committee further deliberated, and decided that witness be requested now to produce his Field or Memorandum Book.

Witness recalled and informed of decision of the Committee.

Witness produced the book referred to (with the understanding that it was to be handed in at the close of his examination).

Examination

Examination proceeded with.

Letter from Mr. Quodling to Commissioner for Roads, forwarding extras on Doughboy Diversion contract, handed to witness by Mr. Dick. (*Vide List of Appendix.*)

[Committee adjourned (on motion of *Mr. Hoskins*) till To-morrow, at Ten o'clock.]

THURSDAY, 12 DECEMBER, 1861.

MEMBERS PRESENT:—

Mr. Forster,	Mr. T. Garrett,
Mr. Dagleish,	Mr. Markham,
Mr. Dangar,	Mr. Hoskins,
Mr. Lucas,	Mr. Arnold.

Mr. Collett present in the room during the examination of witnesses.

The Committee having met,—

The newly elected Chairman (Mr. T. Garrett) resigned the Chair.

Mr. Forster (on motion of *Mr. Dagleish*) called thereto.

Mr. Quodling called in and further examined.

Certain documents handed in. (*Vide List of Appendix.*)

Strangers requested to withdraw.

Letter from Crown Solicitor to the Chairman, dated 10th instant, requesting to be informed whether Mr. Collett's attendance before the Committee on Monday next, the 16th instant, is indispensably necessary,—he being a material witness in an arbitration appointed to be held on that day,—*read.*

Committee deliberated.

Ordered,—That Mr. Williams, Crown Solicitor, be informed that Mr. Collett is not yet a witness before this Committee; that his attendance before them on Monday next will not be at all necessary, and that he is at liberty to attend the arbitration without in any way inconveniencing the Committee.

[Adjourned till To-morrow, at Ten o'clock.]

FRIDAY, 13 DECEMBER, 1861.

Proceedings stopped by sitting of the House during the hour appointed for meeting.

TUESDAY, 17 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Lucas,	Mr. Hoskins,
Mr. Markham,	Mr. Dagleish,
Mr. Dangar,	Mr. T. Garrett.

Committee met pursuant to summons.

The following Telegram, from witness summoned this day, by direction of the Chairman, read by the Clerk.

"Sydney Station, 16 December, 1861.

"Received the following Message at 11h. 37m.

"From A. C. Bayley, Yass, to W. Forster, Esq., M.P., Sydney.

"Not having received any answer from the Commissioner for Roads for leave of absence to attend Quodling's Committee, am unable to leave the work without

"it. What am I to do? Will forward all correspondence."

Committee deliberated.

Resolved,—That the Chairman report the disobedience of summons to the House.

The Chairman laid before the Committee a letter he had received from the Commissioner of Roads and Bridges, Melbourne, dated 11 December, 1861, with reference to Mr. Martindale.

The same read and ordered (on motion of *Mr. Dagleish*) to be appended to the Report. (*Vide Separate Appendix A.*)

Mr. Quodling called in and further examined.

Committee deliberated, and—

[Adjourned till To-morrow, at Ten o'clock.]

WEDNESDAY, 18 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Lucas,	Mr. Dangar,
Mr. Hoskins,	Mr. T. Garrett.

Mr. William Coghlan called in and examined.

At the conclusion of his examination, witness submitted verbal application for payment of expenses in attending the Committee.

To be subsequently considered.

Committee deliberated.

Resolved,—That Mr. W. R. Collett be examined at the earliest opportunity.

[Adjourned till To-morrow, at Ten o'clock.]

THURSDAY,

THURSDAY, 19 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Markham,	|	Mr. Dalgleish,
Mr. Hoskins,		Mr. Dangar.

Mr. Quodling present in the room during the examination of witness.

Mr. Collett not being in town,—

Mr. Frederick Wells, *Surveyor of Roads*, called in and examined.

Examination being concluded,—

Strangers requested to withdraw.

Chairman laid before the Committee certain telegrams and letters that had passed between Commissioner for Roads and Mr. Bayley, with reference to the attendance of the latter as witness before the Committee.

Committee deliberated.

Motion made (*Mr. Dalgleish*) and Question proposed,—That it be an instruction to the Chairman to move, in the House—“That Mr. Bayley’s Evidence before the Committee “is desirable, and that the Secretary for Public Works be instructed to command his “attendance.”

Question put.

Committee divided.

Ayes, 2.

Noes, 2.

Mr. Dalgleish,	|	Mr. Markham,
Mr. Dangar.		Mr. Hoskins.

The Chairman decided with the “Noes,”—

And Question negatived.

The Chairman then submitted a Schedule of Travelling Expenses, &c., incurred by Mr. Coghlan in attending as witness before the Committee.

To be subsequently considered.

Committee further deliberated.

Ordered,—That Mr. Collett be summoned to give evidence immediately upon his arrival in town.

Alexander Brodie, Esq., J.P., then called in and examined.

At the conclusion of his examination witness made verbal application for payment of expenses incurred by attending before the Committee.

To be subsequently considered.

Witness withdrew, and—

[Committee adjourned till To-morrow, at Ten o'clock.]

FRIDAY, 20 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dalgleish,	|	Mr. Dangar,
Mr. Markham,		Mr. Hoskins,
		Mr. T. Garrett.

Mr. Quodling present in the room during the examination of witnesses.

Mr. Zacharia Hawkins called in and examined.

Witness withdrew.

Mr. S. G. Shairp, *Chief Clerk, Road Branch, Public Works Department*, called in and examined.

In the course of examination draft of letter from Mr. Shairp, in reply to Mr. Quodling’s letter of resignation, read and compared with that handed in by Mr. Quodling on the 29th November last. (*Vide Appendix B, page 8.*)

By direction of the Committee Mr. Quodling furnished with a copy of the Evidence as far as printed.

[Adjourned to Monday next, at Ten o'clock.]

MONDAY, 23 DECEMBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Lucas,	|	Mr. Dalgleish,
Mr. Dangar,		Mr. Hoskins.

The witness (Mr. Collett) summoned for this day not being in attendance, Committee deliberated.

Messrs. Collett and Shairp to be summoned for the next meeting.

[Adjourned.]

MONDAY,

MONDAY, 30 DECEMBER, 1861.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Dangar,	|	Mr. Markham,
Mr. Hoskins,		Mr. Dalgleish,
Mr. T. Garrett.		

Committee met pursuant to summons.

Mr. Quodling present in the room during the examination of witness.

W. R. Collett, Esq., *Commissioner for Roads*, further examined.

Written statement handed in by witness, and by direction of the Chairman read by the Clerk. (*Vide List of Appendix.*)

Several other documents handed in. (*Vide List of Appendix.*)

Mr. Collett's examination to be continued at the next meeting.

[Adjourned, till To-morrow, at Ten o'clock.]

TUESDAY, 31 DECEMBER, 1861.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Markham,	|	Mr. Lucas,
Mr. Dangar,		Mr. T. Garrett,
Mr. Dalgleish,		Mr. Hoskins.

Mr. Quodling present in the room during the examination of witness.

W. R. Collett, Esq., further examined.

Telegram from Commissioner for Roads to A. C. Bayley, Yass, 12 December, 1861, handed in and read by the Clerk. (*Vide List of Appendix.*)

Other documents handed in. (*Vide List of Appendix.*)

Examination to be resumed at next meeting.

[Adjourned to Thursday next, at Ten o'clock.]

THURSDAY, 2 JANUARY, 1862.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Lucas,	|	Mr. Dalgleish,
Mr. Hoskins,		Mr. Markham,
Mr. T. Garrett.		

Mr. Quodling present in the room during the examination of witnesses.

W. R. Collett, Esq., further examined.

Copy of a letter from the Department of Internal Communication, dated 13th Dec., 1860, and signed A. Cooper Walker, Chief Clerk; also a copy of letter dated 8th August, 1860, signed by Mr. Bennett, and addressed to A. C. Bayley, Esq., Murrurundi, handed in, and by direction of the Chairman, read by the Clerk.

A. C. Bayley, Esq., *Superintendent of Bridges*, Yass, called in and examined.

Memorandum handed in. (*Vide List of Appendix.*)

[Adjourned till To-morrow, at Ten o'clock.]

FRIDAY, 3 JANUARY, 1862.

MEMBERS PRESENT :—

W. Forster, Esq., in the Chair.

Mr. Hoskins,	|	Mr. Dangar,
Mr. Dalgleish,		Mr. Lucas,
Mr. T. Garrett.		

Messrs. Collett and Quodling present in the room during the examination of witness.

A. C. Bayley, Esq., called in and further examined.

Room cleared.

Committee deliberated.

The Chairman laid before the Committee a letter from Mr. Coghlan, applying for reimbursement of expenses incurred by him in attending the Committee.

To be subsequently considered.

Letter from David Buchanau, Esq., M.P., addressed to the Chairman, also laid before Committee, and,—

On motion of *Mr. Dalgleish*, "That the same be read by the Clerk,"—

Question put.

Committee divided.

Ayes,

Ayes, 2.
Mr. Dalglish,
Mr. Dangar.

Noes, 3.
Mr. Hoskins,
Mr. T. Garrett,
Mr. Lucas.

Question negatived.

Motion then made (*Mr. Lucas*) and Question proposed,—“That the Committee do now adjourn to Tuesday next.”

Amendment proposed (*Mr. Dalglish*),—That the word “Tuesday” be omitted, with a view to insert in its stead the word “Monday.”

Question put,—That the word proposed to be omitted stand part of the Question.
Committee divided.

Ayes, 4.
Mr. Hoskins,
Mr. Lucas,
Mr. T. Garrett,
Mr. Dangar.

No, 1.
Mr. Dalglish.

Original Question put and agreed to.

[Adjourned accordingly to Tuesday next, at Ten o'clock.]

TUESDAY, 7 JANUARY, 1862.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dalglish,
Mr. T. Garrett,
Mr. Dangar,

Mr. Hoskins,
Mr. Lucas,
Mr. Arnold.

Mr. Collett further examined.

Paper handed in by witness. (*Vide List of Appendix.*)

[Adjourned till To-morrow, at Ten o'clock.]

WEDNESDAY, 8 JANUARY, 1862.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Hoskins,
Mr. Dalglish,

Mr. Lucas,
Mr. Dangar.

Mr. Collett further examined.

During examination of witness, Mr. Bayley called in (on motion of *Mr. Hoskins*) to testify to the authenticity of a letter alleged to have been written by him without signature, and previously handed in by Mr. Collett.

Mr. Bayley was thereupon examined, and withdrew.

Examination of Mr. Collett resumed.

The following Letters and Report handed in and read at length by the Clerk:—

Letter from Joseph Martindale to Commissioner for Roads, dated November 1st, 1861. (*Vide List of Appendix.*)

Same to same, dated October 1st, 1861. (*Vide List of Appendix.*)

Letter from Mr. Muir, Foreman to Mr. Martindale, Contractor, dated from Doughboy Hollow, 18 November, 1861. (*Vide List of Appendix.*)

Letter from Mr. Hannington, Overseer to Commissioner for Roads, dated December 4, 1861. (*Vide List of Appendix.*)

Copy of Commissioner's Report on the Doughboy Diversion contract. (*Vide List of Appendix.*)

John Rae, Esq., Commissioner for Railways, and Mr. Hannington, to be summoned to attend at the next meeting.

[Adjourned till To-morrow, at Ten o'clock.]

THURSDAY, 9 JANUARY, 1862.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Markham,
Mr. Dalglish,

Mr. Dangar,
Mr. Dick,

Mr. Lucas.

Mr. Collett present in the room during the examination of witnesses.

Mr. Hannington called in and examined.

Examination interrupted by Mr. Rae being in attendance, who was called in and examined.

Witness requested to procure and produce certain correspondence in reference to expenditure by Mr. Collett of public money upon certain works under his charge.

Witness withdrew.

Mr. Hannington's examination resumed.

Copy of letter from Mr. S. G. Shairp to Mr. Hannington, dated October 30, 1861, handed in by Mr. Dalgleish at the request of Mr. Quodling (not present in the room), and read. (*Vide Inst of Appendix.*)

[Adjourned till To-morrow, at Ten o'clock.]

FRIDAY, 10 JANUARY, 1862.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Markham,	Mr. Dangar,
Mr. Dalgleish,	Mr. Hoskins,
Mr. Dick,	Mr. Lucas,
Mr. Arnold.	

Mr. Collett and Mr. Quodling present in the room.

John Rae, Esq., *Commissioner for Railways*, called in and further examined.

Witness explained and handed in several documents, and then withdrew.

Mr. Collett further examined.

Room cleared.

Committee deliberated.

Resolved—That, previous to the resumption of Mr. Collett's examination, the Committee receive a statement from Mr. Quodling (at his request) with reference to his Banking Account.

Mr. Quodling, thereupon, called in and further examined.

Parties requested to withdraw.

Committee deliberated.

Motion made (*Mr. Dalgleish*) and Question proposed,—“That this examination of Mr. Quodling be discontinued.”

Deliberation continued.

Motion by leave withdrawn.

Parties called in, and examination resumed.

During examination, Mr. Collett desiring to hand in a letter, with a view to its being appended to the Evidence,—

Parties requested to withdraw.

Committee deliberated.

Motion made (*Mr. Lucas*) and Question proposed,—“That the letter offered to be handed in by Mr. Collett be received.”

Deliberation continued, and

Motion by leave withdrawn.

Parties called in.

Examination of Mr. Quodling concluded.

Mr. Collett further examined.

In the course of examination, Mr. Dangar (through the Chairman) handed in a letter, dated June, 1861, from Mr. S. G. Shairp to Thomas Dangar, Esq., M.P. (*Vide Separate Appendix C.*)

Witness withdrew.

Committee to consider Draft Progress Report at next meeting.

[Adjourned to Tuesday next, at Eleven o'clock.]

TUESDAY, 14 JANUARY, 1862.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Lucas,	Mr. Dalgleish,
Mr. Hoskins,	Mr. T. Garrett,
Mr. Dangar,	Mr. Markham,
Mr. Arnold.	

Committee met, pursuant to resolution of last meeting, to consider Draft Progress Report.

Chairman submitted the same to the Committee (printed copies having been previously circulated).

Draft of Progress Report read 1°.

The same read 2° paragraph by paragraph.

Paragraph 1 read, viz. :—

“Your Committee having examined the witnesses whose names are appended, as well as a number of documents connected with the case, are of opinion that the necessity for inquiry has been conclusively “established.” The statements contained in Mr. Quodling's letters of October 24th and November 3rd have been so far substantiated, that very great irregularities in the system of management of public works in the Northern Districts, under the Commissioner for Roads, have been disclosed. Mr. Quodling “himself

“ himself does not appear to have generally acted with candour or with due regard to official decorum, or to have adopted in all cases the most regular mode of communication with his superior officer; but it has been shewn that he more than once reported in writing, and that he frequently made personal remonstrances, to the Commissioner for Roads, upon the unsatisfactory manner in which the works under his (Mr. Quodling’s) charge, at the Doughboy Diversion, were being carried out by the contractor, Mr. Martindale. It has been further shewn that these reports and remonstrances of Mr. Quodling were in general disregarded, and that, in fact, the Commissioner was in the constant habit of receiving personal communications from the contractor in question, and of adopting his *ex parte* representations and explanations as conclusive evidence in his own favour, without further inquiry or reference to the officers in charge of the works. It appears, moreover, that on Mr. Quodling’s subsequent refusal to furnish the usual vouchers or certificates for the works he had previously condemned, payments of money were in several instances made to the contractor, by authority of the Commissioner, without such vouchers or certificates; and that in one case a voucher for a considerable sum (£600), which Mr. Quodling had refused, was furnished by another Superintendent (Mr. Bayley), who states that he had positive instructions from the Commissioner to vouch for works which were not under his charge, and with the character of which he was but slightly acquainted. It likewise appears, and the Commissioner himself admits, that he has frequently taken upon himself to alter the terms of contracts, and to supplement them by extraordinary provisions, sometimes in direct opposition to the judgment of the subordinate officer immediately in charge. For instance, at the Doughboy Diversion, the contractor was in this way authorized to spread metal without previous consolidation of the road, by which omission, according to Mr. Bayley, a saving of £300 a mile must have accrued to the contractor. Again, to adopt an expression of Mr. Shairp, Chief Clerk to the Commissioner, in his letter of October 30, “pitching was substituted for a portion of the broken metal,” by sole authority of the Commissioner. Under this head your Committee beg leave particularly to direct the attention of your Honorable House to the evidence of Mr. Shairp, who testifies, not only to many of the facts above referred to, but, from his own experience as a former Superintendent of Roads, expresses a strong opinion upon the unusual and irregular character of these proceedings.”

Motion made (*Mr. Dalgleish*) and Question proposed,—That the paragraph, as read, stand part of the proposed Progress Report.

Amendment proposed (*Mr. T. Garrett*),—That there be inserted after “established,” at the end of the first sentence, the words—“The evidence, however, having extended to such a length as to preclude the possibility of its being laid before your Honorable House this Session, your Committee recommend that—the evidence being printed and circulated in the meantime—a Committee be re-appointed next Session to consider the same, and draw up a Report based thereon”—with a view to their superseding the remainder of the paragraph.

Committee deliberated.

And the Chairman proceeding to put the Question in the usual form, viz., “That the words proposed to be omitted stand part of the Question,”—

Objection raised by Mr. T. Garrett, on the ground that his motion was merely to insert the above words after the word “established.”

Committee deliberated.

Question put,—That the form of Question proposed by Mr. Garrett be adopted.

Committee divided.

Ayes, 2.	Noes, 3.
Mr. T. Garrett, Mr. Hoskins.	Mr. Dangar, Mr. Lucas, Mr. Dalgleish.

Whereupon Question put,—That all the words after “established” stand part of the Question.

Committee divided.

Ayes, 3.	Noes, 2.
Mr. Dangar, Mr. Lucas, Mr. Dalgleish.	Mr. T. Garrett, Mr. Hoskins.

Original Question then put,—viz. That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes, 3.	Noes, 2.
Mr. Lucas, Mr. Dangar, Mr. Dalgleish.	Mr. T. Garrett, Mr. Hoskins.

Paragraph 2 read, considered, and verbally amended.

Question put,—That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes,

Ayes, 4.

Mr. Lucas,
Mr. Dalgleish,
Mr. Hoskins,
Mr. Dangar.

No, 1.

Mr. T. Garrett.

Mr. Markham not voting.

Paragraph 3, verbally and otherwise, by *consent*, amended.

The same, as amended, read, viz. :—

“ 3. It is but just to Mr. Collett to acknowledge that the system in question did
“ not altogether originate with himself, and that he has shewn no disposition
“ to conceal the circumstances above alluded to. On the contrary, Mr. Collett,
“ though admitting the irregularity, [which he himself characterizes by the
“ term ‘usurpation,’] yet considers his interference, in every case, to have
“ been justified by the emergency, and quite within the sphere of his legiti-
“ mate powers under the Main Roads Act. Mr. Collett, however, has made
“ no attempt to explain the nature of any such emergency, and does not
“ appear to have, in any case, made special record of the circumstances, or
“ to have communicated to the Minister for Works the extraordinary course
“ which he (Mr. Collett) thought proper to adopt. The Committee need
“ scarcely point out to what gross abuses such a system must be liable, as
“ enabling the Commissioner, at any moment, to divest himself of responsi-
“ bility, by superseding, at his own discretion, the checks imposed upon him
“ by the action of subordinate officers, and by removing every means of subse-
“ quently calling him to account.”

Question proposed,—That the paragraph, as amended, stand part of the proposed Progress Report.

Amendment proposed (*Mr. Garrett*),—That the words “ which he himself characterizes by the term ‘usurpation,’ ” be omitted.

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

Ayes, 3.

Mr. Dangar,
Mr. Lucas,
Mr. Dalgleish.

Noes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

The Chairman gave his casting vote with the Noes.

So it passed in the negative—words omitted accordingly.

Question then put,—That the paragraph, as now amended, stand part of the proposed Progress Report.

Committee divided.

Ayes, 5.

Mr. Lucas,
Mr. Dangar,
Mr. Hoskins,
Mr. Dalgleish,
Mr. Markham.

No, 1.

Mr. T. Garrett.

Paragraph 4 read.

Question put,—That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes, 4.

Mr. Dangar,
Mr. Lucas,
Mr. Dalgleish,
Mr. Hoskins.

No, 1.

Mr. T. Garrett.

Mr. Markham not voting.

Paragraph 5 read.

Question put,—That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes, 3.

Mr. Dangar,
Mr. Dalgleish,
Mr. Lucas.

Noes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

The Chairman gave his casting vote with the Ayes.

So it passed in the affirmative.

Paragraph 6 by consent amended.

The same, as amended, read, viz. :—

“ 6. [The difficulties of the inquiry undertaken by your Committee have been
“ greatly increased by the ambiguous position assumed by the Commissioner for
“ Roads. Your Committee have been unable to obtain from Mr. Collett any
“ precise definition of his own duties.] Mr. Collett expressly disclaims subor-
“ dination or responsibility to the Head of the Department of Public Works,
“ and refers to the Main Roads Act to vindicate for himself an independence
“ claimed

“ claimed by no other public officer, and entirely inconsistent with the principle of constitutional responsibility. How fully the peculiar views of Mr. Collett upon this point have been carried out in practice, the preceding observations serve, in a great measure, to exemplify. But neither have the mutual relations subsisting between the Commissioner and his subordinates, nor the functions of the latter, been satisfactorily explained by any of the witnesses. In general, the Superintendents of Roads seem to have been left very much to their own discretion; at other times, as has been shown above, the Commissioner has adopted the contrary extreme, of practically superseding these officers. Mr. Quodling asserts that on several occasions he applied for information, which he failed to obtain. His successor, Mr. Coghlan, states that his only instructions on receiving his appointment consisted of a simple reference to his predecessor, whose competency and integrity have been called in question by Mr. Collett, and who, under the circumstances, could scarcely be expected to furnish satisfactory information. In regard also to the most important portion of the works under Mr. Coghlan's charge, namely, the Doughboy Diversion Works, and which were the principal subject of Mr. Quodling's complaints, Mr. Coghlan affirms that he expressly declined taking charge without more definite instructions, which, up to the date of his evidence, he had not received. Whether these works could, at the period of Mr. Quodling's resignation, be regarded as sufficiently completed to require no further supervision, your Committee have not ascertained.”

Question proposed,—That the paragraph, as read, stand part of the proposed Progress Report.

Amendment proposed (*Mr. Hoskins*),—That the following words be struck out—
[“ The difficulties of the inquiry undertaken by your Committee have been greatly increased by the ambiguous position assumed by the Commissioner for Roads. Your Committee have been unable to obtain from Mr. Collett any precise definition of his own duties.”]

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

Ayes, 3.

Mr. Lucas,
Mr. Dalgleish,
Mr. Dangar.

Noes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

The Chairman gave his casting vote with the Ayes,—

And so it passed in the affirmative.

Original Question then put.

Committee divided.

Ayes, 3.

Mr. Lucas,
Mr. Dalgleish,
Mr. Dangar.

No, 1.

Mr. T. Garrett.

Mr. Hoskins and Mr. Markham not voting.

Paragraphs 7 and 8 read and agreed to.

Paragraph 9 read.

Question put,—That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes, 5.

Mr. Lucas,
Mr. Dalgleish,
Mr. Hoskins,
Mr. Dangar,
Mr. Markham.

No, 1.

Mr. T. Garrett.

Paragraph 10, *by consent*, amended.

Same as amended read.

Question put,—That the paragraph, as read, stand part of the proposed Progress Report.

Committee divided.

Ayes, 5.

Mr. Lucas,
Mr. Dalgleish,
Mr. Dangar,
Mr. Hoskins,
Mr. Markham.

No, 1.

Mr. T. Garrett.

Portion of paragraph 11, *by consent*, amended.

The same, as amended, read, viz. :—

“ 11. The evidence of Mr. Hannington, and of other witnesses, conveys the unavoidable impression, that, whatever may have been Mr. Collett's intentions, the public interest has often suffered by his irregular proceedings; but as regards certain charges of corrupt conduct, which have been rather implied than directly made, in the course of this investigation, against Mr. Collett,

“ Collett, your Committee feel bound to admit that “no” evidence “has” been brought before them which justifies them in forming a conclusive judgment to the prejudice of Mr. Collett’s character for integrity, nor would it be altogether just to this gentleman to attach no weight whatever to his own denial of the allegations against him. It is undoubtedly true, as Mr. Collett himself admits, that he allowed himself to be the recipient of a sum of money in the shape of a testimonial, to which at least one contractor whose works were under Mr. Collett’s supervision was a contributor, and in collecting which the same contractor is stated to have been an active agent. But in this matter, though your Committee are of opinion that Mr. Collett’s conduct was unbecoming and injudicious, they cannot, taking into consideration the smallness of the amount, and the publicity of the transaction, take upon themselves to pronounce it corrupt.”

Question proposed,—That this portion of the paragraph, as read, stand part of the proposed Progress Report.

Amendment proposed (*Mr. Lucas*),—That the word “no,” in the 9th line, be omitted, with a view to the insertion of the word “sufficient,” and that the word “not” be inserted after “has,” in the same line.

Question put,—That the word proposed to be omitted stand part of the Question.
Committee divided.

Ayes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

Noes, 3.

Mr. Lucas,
Mr. Dangar,
Mr. Dalgleish.

The Chairman gave his casting vote with the Ayes.

And so it passed in the affirmative.

Remaining portion of paragraph 11 then, *by consent*, amended.

The same, as amended, read, viz. :—“ On the other hand, as the labours of your Committee must necessarily be brought to an immediate close, and, as the system, to which your Committee have called attention, and the errors of which Mr. Collett’s administration has not tended to correct, appears to your Committee to place many and almost insurmountable obstacles in the way of satisfactory inquiry into any misconduct or malversation of which the Commissioner may be guilty, your Committee consider themselves entirely precluded from arriving at a positive conclusion in favour of Mr. Collett; they therefore deem it their most prudent course to abstain for the present from any more decided expression of opinion upon this point, and content themselves with recommending that it should, during the next Session, be made the subject of future investigation, together with all other branches of the present inquiry which your Committee have not been enabled to complete. Your Committee, however, have no hesitation in expressing a strong opinion that, so long as the office of Engineer of Roads is retained, that of Commissioner is wholly unnecessary, and that whatever legal or technical reasons there may be for the continuance of the latter, might be met by the amalgamation of both offices in one, or by the appointment of qualified Engineers as Superintendents of Roads.”

Question put,—That paragraph 11, as amended, stand part of the proposed Progress Report.

Committee divided.

Ayes, 5.

Mr. Lucas,
Mr. Dalgleish,
Mr. Hoskins,
Mr. Dangar,
Mr. Markham.

No, 1.

Mr. T. Garrett.

Paragraph 12 read.

Question put,—That the paragraph as read stand part of the proposed Progress Report.

Committee divided.

Ayes, 3.

Mr. Lucas,
Mr. Dangar,
Mr. Dalgleish,

Noes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

The Chairman gave his casting vote with the Ayes.

So it passed in the affirmative.

Motion made (*Mr. Dalgleish*) and Question put,—That this be the Progress Report of the Committee.

Committee divided.

Ayes, 3.

Mr. Lucas,
Mr. Dangar,
Mr. Dalgleish.

Noes, 3.

Mr. T. Garrett,
Mr. Hoskins,
Mr. Markham.

The Chairman gave his casting vote with the Ayes.

And so it passed in the affirmative.

Chairman requested to report.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

RESIGNATION OF MR. QUODLING.

FRIDAY, 29 NOVEMBER, 1861.

Present:—

Mr. ARNOLD,	Mr. FORSTER,
Mr. DALGLEISH,	Mr. T. GARRETT,
Mr. DANGAR,	Mr. HOSKINS,
Mr. DICK,	Mr. LUCAS.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. Robert Quodling called in and examined:—

1. *By the Chairman*: Will you state what office you held lately in the public service? Mr. Robert Quodling.
2. Did you not resign lately? I did resign, on the 24th of October last.
3. Have you any copy of the letter which signified your resignation to hand to the Committee? 29 Nov., 1861.
4. I have. That is the letter accepting the resignation.
5. I asked for the letter by which you signified your resignation? This is a rough draft. *(The witness handed in the same. Vide Appendix A.)*
6. Is this a correct copy? It is a correct copy.
7. Have you seen a copy of that letter published in the *Herald* lately? Yes.
8. Is that a correct copy? That is a correct copy.
9. Published on the 27th November? Yes.
10. Do you wish to hand in this other letter to the Committee—you say this is the letter in reply? In reply to my letter of resignation.
11. You hand this in also? Yes. *(The witness handed in the same. Vide Appendix B.)*
12. This letter is signed "C. G. Shairp"—what office does Mr. Shairp hold? Chief Clerk of Roads.
13. Is he under Mr. Collett, the Commissioner of Roads? I believe he is Chief Clerk of Roads, under Mr. Collett.
14. Was he in the habit of corresponding with you under that designation? Yes.
15. I believe you say, in your letter of resignation, that you have repeatedly reported about the unsatisfactory manner in which the Doughboy Diversion Works are being carried out by Mr. Martindale—do you adhere to that statement? Yes.
16. Who is Mr. Martindale? He is a contractor under the Government.
17. Contractor for the Doughboy Diversion Works? Yes.
18. Does he hold any other contracts? I believe he has a great many other contracts.
19. He is a well-known contractor? He is a well-known contractor.
20. You also state that your remonstrances have been of no avail? Yes.
21. That you were continually met by the contractor with his having explained to Mr. Collett personally? Yes.
22. You adhere to these statements? I adhere to them.

- Mr. Robert Quodling.
29 Nov., 1861.
22. Am I to infer, then, that you considered that the public interest would have suffered, had you remained in office under the circumstances in which you were placed? Yes.
23. Was it entirely on public grounds that you resigned? Yes.
24. You are not conscious of having any private motives at all? No private motives at all.
25. You think the public interest would have suffered if you had remained in office? I am satisfied that it would.
26. In what shape were these reports put that you say, in your letter of resignation, were repeatedly given in to the Government—were they verbal or written reports? They were included in my monthly reports, and when I took charge of the works on the 12th of August—
27. Be kind enough to answer the question as precisely as you can; you will have full opportunity for explanation. In what shape were these reports made—were they verbal or written reports? Written reports.
28. Have you any copies of the reports you furnished? Yes; I have one here, dated Tamworth, August 16th.
29. Do you hand this in to the Committee? Yes. (*The witness handed in the same. Vide Appendix C.*)
30. This is one of the reports to which you allude in your letter of resignation? Yes.
31. Were there any other written reports furnished by you? They were included in my monthly report.
32. But you said you had repeatedly reported? I repeatedly reported.
33. Have you made any verbal reports also? Yes.
34. To the Commissioner personally? To the Commissioner personally.
35. On many occasions you made verbal reports to the Commissioner, of the same character as your written reports, condemning these works? Yes; on the 11th September I reported unfavourably to Mr. Collett; that was the date of one of his visits to the Doughboy Diversion.
36. *By Mr. Hoskins:* Mr. Collett personally visited you? Mr. Collett personally visited the Doughboy Works.
37. *By the Chairman:* You state here also, that there have been "repeated payments of money before it was due, without vouchers"—do you adhere to that? Yes.
38. Did you report this circumstance in writing to anyone? No; I refused to certify to the vouchers forwarded for my certificate.
39. Do you mean to say that repeated payments of money were made without the necessary vouchers from yourself? Without the necessary certificate from myself.
40. Is it your opinion that there was no proper authority to pay the money without your certificate? I never knew an instance before. It is not usual with other contractors to pay without the superintendent's voucher and certificate.
41. Do you know this to have occurred in a great many cases? I believe it has occurred with this contractor, but I do not know that it has with any other.
- [*Witness and strangers ordered to withdraw. Committee deliberated. Witness re-introduced.*]
42. Of your own knowledge do you know whether this circumstance of which you now complain, that is, of money having been paid without the proper certificate, has occurred in a great many cases, or only in a few? I do not know of any other cases but Mr. Martindale's.
43. With regard to Mr. Martindale, did it happen once, or more than once? It happened several times.
44. By whose authority was the money paid? The Commissioner for Roads; it states here, by these returns I have got—
45. Can you state of your own knowledge that Mr. Martindale received this money without the due certificates? I can produce vouchers, without certificates, shewing Mr. Martindale's receipt, and witnessed by clerks in the office, and the money was lodged to the credit of the contractor in the Commercial Bank at Maitland.
46. Can you hand in any papers to shew this? This is the first voucher, 20th August; I refused to certify to that. (*The witness handed in the same. Vide Appendix D.*)
47. Is this the contractor's signature, "Joseph Martindale"? That is his signature, to the best of my belief.
48. You state that you refused to certify for this sum of money? Yes.
49. Have you any other similar documents? Yes, a £500 voucher paid on the 13th August, seven days previous to that, received by me on October 30th; it left the office on the 28th. (*The witness handed in the same. Vide Appendix E.*)
50. Long after—? Long after the payment.
51. It was forwarded to you for your signature? It was forwarded to me for my signature.
52. Were there any other cases? £200, 21st September, to the credit of J. Martindale, by authority of the Commissioner, without voucher; I submitted it to the office, for explanation, with this letter (*The witness handed in the same. Vide Appendix F.*) objecting or asking the reason it was paid in, and that is the letter I received when I submitted it. (*The witness handed in the same. Vide Appendix G.*)
53. This letter you received from the office, in explanation of your objection? Yes.
54. Were these all sums of money paid on account of the Doughboy Diversion Works? On account of the Doughboy Diversion Works.
55. Did you make any remonstrances or objections, on the ground of the money having been paid without vouchers? I stated on the back of one of the vouchers—. I returned one to the office with my certificate to it, but I made an objection on the back of the return; I was requested to certify, but I made a memorandum saying that the contractor had not done sufficient to entitle him to it.

56. Are you sure that the payment of this money, without your certificate, was irregular? I am certain it was irregular; it never occurs with other contractors.
57. Had not the Commissioner power to pay money, if he was satisfied? I do not know what authority he may have.
58. Did you consider it your duty to give certificates on which alone the money ought to have been paid? The specification distinctly states that the work is to be done to the satisfaction of the Road Superintendent and the Commissioner for Roads.
59. *And* the Commissioner? *And* the Commissioner.
60. You were the Road Superintendent? I was the Road Superintendent.
61. In regard to the whole work, you say you made remonstrances at different times as to the unsatisfactory manner in which it was performed. What is your opinion of the state of these works at the time you resigned—the condition the works were in, as to their being well or ill performed, or near their completion? The quantities to complete the bridges, and my objections, I suppose you want.
62. I want to know the condition the works were in, and whether they were well performed? They were not well performed.
63. I observe that you say you had repeatedly reported about the unsatisfactory manner in which the works were being carried out, and that these remonstrances were not attended to at the time—I want to know whether any alteration or improvement had taken place when you resigned—were the works still in the unsatisfactory condition as to which you had previously reported? They were still in the unsatisfactory condition as to which I had reported.
64. Will you state particulars, shewing, as far as you believe it to exist, the unsatisfactory character of the works—in what particulars did you find fault? I found fault with the pitching.
65. "Pitching" being a technical word, perhaps you will explain it? The macadamizing.
66. In what respect did you find fault? It was not carried out according to specification; the consolidation clause was not attended to.
67. Was this special fault in existence at the time you resigned? Yes.
68. You think the pitching was not satisfactory when you resigned? It is not now, nor was it when I resigned.
69. Do you mean to say the stone laid on the roads was too large? It was not too large, but it was laid on before the formation was consolidated.
70. What would be the effect of such a defect as that? The effect would be that you would never have a good road. When I objected to the pitching being put on, my horse sank up to his belly in the soft embankment; but I was directed to put it on by the Commissioner. The clause in the specification states:—"When the formation, fences, and bridges are completed, the traffic is to be turned on to the road during the fine weather, until formation is thoroughly consolidated; the maintaining convexity with fresh approved material and filling up ruts must be carefully attended to by contractor." That clause is struck out altogether.
71. Confine yourself first to the point I am at now. You state that the pitching was put on before the foundation was properly consolidated? Yes, the metalling.
72. And that the effect would be to make a bad road—would it injure the convexity of the road—would it work into hollows? It would work into hollows and not stand any heavy traffic over it in wet weather.
73. What is the material of which the consolidation was formed under the pitching? Clay, soft embankment.
74. Is that according to specification—was the material correct? It is earthwork.
75. In what respect was the consolidation defective—had it not been sufficiently exposed to the air? The traffic had not been turned on it in fine weather, as stated here in the specification. There is a clause providing for that, in order to get the formation hard to receive the macadamising; that was not attended to.
76. You mentioned just now that a clause was struck out of the specification—what do you mean? I was told by the Commissioner, when I stopped the contractor from putting on the pitching—
77. For the reason stated? For the reason stated.
78. You called the attention of the Commissioner to it? I did, and he directed the contractor to carry on the work.
79. Do you mean that he directed the contractor to put on the pitching in the state the embankments were in? In the state the embankments were in.
80. And you state positively the consolidation was not sufficient? It had had no consolidation at all.
81. What do you allude to, when you say the clause was struck out of the specification? It was struck out—I was told by the Commissioner to take not the slightest notice of the consolidation clause in the specification.
82. That is what you mean by its being struck out—you did not see it struck out of the writing.—You have explained that the Commissioner directed you not to notice it; you did not see the document with the clause struck out? No document, but I was told verbally, in the presence of one or two witnesses.
83. Did you consider it your duty to obey the Commissioner? I did, as a subordinate officer.
84. Did you not consider it your duty to make a report of this order? I was directly under the Commissioner, and of course I did not consider it my duty to make any report.
85. You did obey the order of the Commissioner? I did, and the remark Mr. Collett made when I objected was this (*reading from a memorandum book*):—"I received a reprimand from Mr. Collett about the stoppage of Martindale with his pitching. I was told by Mr. Collett
" to

Mr. Robert Quodling.

29 Nov., 1861.

- Mr. Robert Quodling. "to put on the pitching on the embankments just as they were, and I stated they were not in a fit state to receive the pitching; he said he did not care about the embankments sinking, if one coat of pitching did not do he would give it another, and if that did not do he would supplement it with a third."
- 29 Nov., 1861.
86. *By Mr. Hoskins*: When did you make that memorandum? On the 11th September.
87. *By Mr. Dick*: On the day of the conversation? On the day of the conversation, on the works, in the presence of one or two witnesses.
88. *By Mr. Dalgleish*: Are you in the habit of taking memoranda? I have taken every word.
89. *By the Chairman*: Will you explain the process of pitching—the various processes that the stone is put through—there are several, I am told? The way the Doughboy Diversion is pitched is this: it is pitched for a space of eighteen feet wide, nine inches in the centre and six inches at the side.
90. *By Mr. Dick*: Rubble stone? Rubble stone.
91. *By the Chairman*: What term do you give to that process? That is the pitching.
92. That is the first rough foundation? Yes.
93. What is the next? The metalling.
94. What is the character of that stone—the best stone? No, a description of shale has been used.
95. Is the best stone applied to any contract put on in what is called metalling—is that the last process, the top? Yes, that is the top.
96. What is the meaning of ballasting? There is no ballasting in this contract.
97. In regard to what ought to be done under the contract, where do you derive your information as to the mode in which the contract was to be performed—had you a copy of the contract submitted to you? I had the specification to guide me.
98. Then the objections you have been taking are grounded on the specification itself? On the specification itself.
99. You made some remark; you said shale was put in the place of proper material? Yes.
100. What was the kind of metal under the specification? It was specified to be basalt.
101. What was the metal really used? A description of shale.
102. Basalt was not used at all? It was used.
103. To what extent? Only a small extent.
104. Can you mention it in round numbers? I have the whole of the measurements. There is about 700 yards of shale that has been used, or a bad description of metal that I did not approve of.
105. You call it shale? I call it shale. A better term might be found, but I could not.
106. You state positively it was not basalt? It was not basalt.
107. And do you state positively that the specification intended basalt from beginning to end? Yes.
108. Ought this shale not to have been used at all? It ought not to have been used at all.
109. Was it a sort of ironstone? I am sure it was not ironstone.
110. Was it a stratified rock? It was a stratified rock, of course.
111. Was it of a character—this shale—that is easily broken into flakes when it receives a blow—is that the kind of rock it is? Yes.
112. When struck with a hammer did it fly into flakes instead of into square blocks as basalt does? Shale will not break up into square blocks.
113. What is the difference in point of value between this shale and basalt? One could be broken for a considerable sum cheaper than the other; it is more easily broken.
114. *By Mr. Hoskins*: And very inferior for road-making? Yes.
115. *By Mr. Dalgleish*: Have you a sample? I had a sample; Mr. Arnold has got it.
116. *By the Chairman*: What was the species of basalt that was used—was it good? Very good.
117. Was it put on according to specification? Yes.
118. In proper quantity? No, not in proper quantity.
119. What was the deficiency? I was not allowed to measure it in heaps on the road, as specified.
120. It was not measured according to specification? It was not measured according to specification.
121. You say you were not allowed to measure it—had you positive orders not to measure it? Yes.
122. From whom? From the Commissioner of Roads, and from Mr. Bayley, when he was leaving the works.
123. Who was Mr. Bayley? He had charge of the works before me.
124. And he left orders for you that he had received himself—do you mean that? Yes.
125. Did Mr. Bayley leave you written orders? Yes, he left me a written slip.
126. You have lost it, have you? I can produce it.
127. What was the purport of this written slip? Stating that the metal was to be put on without measurement, half a cubic yard to the lineal yard.
128. Do you mean to say these orders were given in writing? In writing.
129. In the writing of Mr. Bayley, or in the writing of anyone else? Orders were given in my presence to Mr. Bayley, by Mr. Collett.
130. With regard to this written order? That was in Mr. Bayley's writing.
131. Then it was a mere memorandum? A mere memorandum.
132. There was no authority from Mr. Collett, as far as the writing was concerned? No.
133. You say that the orders, in the shape in which you have put them, were that you were not to measure the metal? Yes; in fact I received orders from Mr. Collett not to measure anything—that it was a lump sum and required no measurements.

134. Did you consider it your duty to obey these orders? I did not; I measured for my own information. Mr. Robert Quodling.
135. According to specification? Yes.
136. What was the result of your measurement.—Will you refer to that part of the specification which determines the mode of measurement? “All the stone for the first layer may be broken at whatever time suits the contractor; and when the entire is ready to be spread, will be measured in heaps by the superintendent or other authorized officer; it must then be all spread before the metal for the second layer is broken.” That is not attended to at all. 29 Nov., 1861.
137. *By Mr. Hoskins*: We want to know the terms of the specification, as to the quantity of metal to be laid on the road per yard? The quantity of metal to be laid on the road is this —
138. *By the Chairman*: Is that in the specification? No, it is not included in the specification. This is Mr. Collett's memorandum.
139. *By Mr. Arnold*: Is it on a schedule of prices? Yes.
140. They are not bound to quantity? They are bound to quantity.
141. What is the quantity? 2,600 cubic yards is the quantity.
142. *By the Chairman*: Do you mean to say the contractor was bound to furnish this amount? 2,600 cubic yards.
143. That is not in the specification? This is the contract. The specification is only to guide you in doing the work. The quantities are not included in the specification.
144. You say you were ordered not to measure, but you did notwithstanding; I want to know the result of your measurements—these private measurements—as nearly as you can give it? 1,584 cubic yards is the quantity broken for the contract.
145. Was this all basalt? No, that is the total quantity.
146. The total quantity of all the stone put on the road? The total quantity of all the stone broken and paid for by the contractor.
147. And which you state ought to have been basalt? The whole quantity ought to have been basalt.
148. This is the total quantity, by your measurement; that was laid on the roads? The total quantity by my measurement was 1,584 cubic yards.
149. Was that equal to the quantity that should have been laid on the road, or was it deficient? There was a deficiency of 1,016 cubic yards.
150. Was anyone else cognizant of this measurement but yourself? Mr. Hannington, my overseer, and the contractor's agent.
151. Will he be able to prove these measurements? Yes; it is a measurement made by Mr. Hannington and the contractor's agent, and checked by myself.
152. Did you not consider that you were disobeying orders when you measured after being told not to do so? No.
153. Did you not say you were told not to do so? I keep them for my own guidance.
154. What was your object? To see the real quantity that was broken, because I did not think matters were going on as they ought to be going on.
155. Do you know anything of this document, which is, I believe, called an I form, and comes from the Department of Internal Communication. (*This document was handed to the Chairman by Mr. Collett. Vide Appendix II.*) The total amount certified for under this document is 1,200 yards, and it is signed “Robert Quodling”? Yes.
156. It is a species of voucher, I presume? Yes.
157. You know that document? Yes, I have seen the document before.
158. That is your signature? Yes.
159. Is it a correct document? I believe it is.
160. This was a voucher properly passed? Yes.
161. Does it bear any reference at all to what——? That was a voucher forwarded to me after Mr. Collett's inspection of the work.
162. Is the metal for which this voucher is given included in the measurement you have given? That is included in my measurement.
163. That is a portion of it? That is a portion of it. I think that is the only voucher Mr. Collett can find that I forwarded for metal.
164. It is a correct voucher, so far? It is a correct voucher, so far.
165. Was this for basalt or shale? That was the metal, just as it was, and approved by the Commissioner.
166. Did you understand that you were vouching for yourself, or by his authority? By his authority.
167. *By Mr. Dick*: For shale or basalt? For shale and basalt.
168. *By Mr. Hoskins*: Then you certified for metal of a description that should not have been laid down? Yes.
169. *By the Chairman*: This is not the entire quantity—1,200 yards? The entire quantity broken is 1,584 cubic yards.
170. Under this document you say 1,200 yards were broken but not spread—does not that imply that it was measured before it was spread? It was never measured by me.
171. How comes it then that you signed this? There is a deduction for that which was not spread.
172. Did you measure these 1,200 yards? No, I did not measure it personally; I went through the heaps and saw there was about that quantity done, and I made a return for it.
173. You were not sure of it? I was satisfied there was that amount done.
174. Are you sure this is correct? Quite certain.
175. What is the meaning of deducting 40 per cent.? Till the metal was spread on the road.

- Mr. Robert Quodling. 176. That was to be withheld? It was withheld.
177. Until the metal was spread? Yes.
178. So far there was a measurement? There was a measurement, so far.
- 29 Nov., 1861. 179. You stated just now that you did not measure any? I had not authority to measure when I left the works. I had charge of the works at this time, and directly I began to measure on the work it was taken out of my hands; then I was told by the Commissioner not to make any measurements at all.
180. You have made objections now to certain things—have you any other objections, or at least, are there any other remarks that you have to make on the condition of these works, shewing what you consider to have been the defective condition of these works at the time you resigned? Yes, I have a great number.
181. With regard to the fencing? There are only six panels of fencing put up on the contract.
182. What was the proper quantity? I was told there was half a mile to put up.
183. Is there anything in the specification about fencing? There is no quantity stated in the specification.
184. Then you cannot be positive whether it was according to contract or not? This is the whole contract—three or four documents; it is made on slips of paper.
185. You have no document to shew that the fencing is not according to contract? No; no document to shew about the fencing.
186. *By Mr. Hoskins*: How do you know the quantity of fencing to be erected? That is the quantity Mr. Bailey told me was to be put up—the arrangement made—when I took charge of the works.
187. *By the Chairman*: With regard to the bridges on this road, were they all finished according to contract, or so far as done were they properly done? Were they carried out to drawings, do you mean?
188. So far as they were done when you left, were they properly done? No, they were not properly done.
189. What was the defect? Do you want the quantities?
190. I want to know how they were defective, as compared with the specification to which you have referred—what was there defective in regard to the bridges? They were not carried out to drawings; three piles were substituted instead of four. This is an attested copy of Mr. Collett's memorandum:—"Mr. Bayley to substitute three piles instead of four piles on the several bridges on the Doughboy Diversion, unless some satisfactory reason to the contrary is shewn to the Commissioner.—Field. W. R. C., 11/4/61."
191. In the written specification to which you refer, is there anything about bridges? Yes.
192. I mean the specification which you say constituted your instructions from the department—is there anything there about bridges? Yes.
193. Are the defects you mentioned defects as compared with that? Yes, they are.
194. Will you point them out, and point out the particular part of what you call the specification, which refers to bridges, in which the contractor deviated from his contract—where is the part that refers to bridges, or is there any part at all? The slabbing has not been carried out according to specification.
195. What is the part that refers to bridges in the specification—you have referred to a specification which you say constituted your instructions from the department—in what part of this are bridges mentioned, or are they mentioned at all? Bridges are mentioned.
196. Read out the part where they are mentioned? I want to explain to you that this specification of the original line has been altered, and many bridges mentioned in this specification have been done away, and others substituted which have been different to these.
197. You said your instructions were in the shape of a specification; read out the part that refers to bridges—what instructions did you get about bridges? "The bridges to be as follows:—
- "No. 1. A simple beam bridge of two spans of 20 feet each and one span 15 feet.
 - "No. 2. A simple beam bridge of one 20 feet span.
 - "No. 3. A simple beam bridge of two 21 feet spans.
 - "No. 4. A simple beam bridge of three 21 feet spans.
 - "No. 5. A simple beam bridge of one 25 and four 21 feet spans.
 - "No. 6. A bridge of three 50 feet spans undertrussed, and one 21 feet span, beam with corbels.
 - "No. 7. Three 25 feet spans, beams with corbels.
 - "No. 8. A simple beam bridge in two spans of 20 feet.
 - "No. 9. One queen-truss 50 feet span with three 21 feet spans, girders, and corbels.
 - "No. 10. One undertruss of 50 feet span, with two 21 feet and two 18 feet, beams with corbels."
- Nos. 6, 7, 8, 9, and 10, have been altered from this contract.
198. With regard to these bridges, what defects did you find? The slabbing has not been carried out according to specification, neither has the spiking of the floors.
199. Will you read that part of the specification? The floors of Nos. 1, 2, 3, 4, 5, 7, 8, and 9, instead of 12 feet wide have been altered to 18 feet wide.
200. The contract has been altered? The contract has been altered. I cannot explain it without I shew you the documents.
201. Were the bridges made according to your instructions? They were not, because there was something wrong in the slabbing and spiking. The slabs were not the proper thickness, and the quantity of spikes were not used in the floors.
202. Did you report that? I did report it.
203. In what shape? I reported it to the Commissioner personally; I pointed out this to him.
204. What was his reply? He said it would do well enough.
205. Do you think it did well enough? I do not think it did.

206. Do you think the bridge was fit for public use as it stood; do you think the Commissioner was right in saying it would do well enough? I did not agree with him; I did not think they were strong enough. Mr. Robert Quodling.
207. Read out now that part which relates to the slabbing, the size of the slabs and the number of them; or read what you consider you were to be guided by? "The floors of " 1, 2, 3, 4, 5, 7, and 8, to be twelve feet wide between hand-rails, to consist of stringy " bark, ironbark, box, or red gum slabs, 4 inches thick —" 29 Nov., 1861.
208. Were they four inches thick? They were not four inches thick.
209. Did you measure them yourself? I did.
210. What was the deficiency? Many of them were only three inches in thickness.
211. In regard to the number of spikes, were there a certain number of spikes to be put in every slab? It is specified here that two spikes are to be put in each end of the slabs, and only one has been used.
212. Was that general through the work? It was general through each bridge.
213. Did you point these more special points out to the Commissioner? Yes.
214. And you say he said they would do well enough? He inspected the whole of the works, and expressed himself perfectly satisfied.
215. Was the number of spikes equal to the number in the specification? No, it was not; there was one spike short of the quantity.
216. Do you mean to say there was only half the quantity? At the extreme end of each slab it was specified that two spikes should be put in, and only one was used.
217. Then there was only half the proper number? At each end.
218. *By Mr. Dick:* Were not the whole number used in the bridge? No.
219. *By the Chairman:* Do you know what number of spikes there ought to be in a bridge altogether? Yes, it is specified here, in addition to what I have just read, that the slabs are to be "not less than 7 or more than 10 inches wide, to be long enough to span two of the " openings between girders, the joints to be broken, to be secured to girders by $\frac{1}{2}$ -inch jagged " spikes 7 inches long, one spike at each intersection of girders, and two at each end of each " slab"—and only one has been put in at each end of each slab.
220. *By Mr. Hoskins:* Do you consider that that has weakened the roadway? That has weakened the roadway.
221. *By the Chairman:* Were the bridges finished when you resigned? No.
222. Do you know what the whole number ought to have been in each bridge? I did not count each spike in a bridge.
223. Did you know the entire number there ought to have been? I saw there was only one put in, instead of two, at each end of each slab.
224. *By Mr. Dalgleish:* There was no definite number of spikes mentioned in the specification? No definite number.
225. *By the Chairman:* Was there any special number of spikes mentioned in the specification? I have just read that they are specified to be one spike at each intersection of the girder, and two at each end; I cannot explain further.
226. Was the total quantity mentioned, without any reference to where they were to be? No.
227. What is the meaning of tarring slabs or flooring—putting tar on them? Yes.
228. Was there any defect of that sort, or in that respect—was the flooring properly tarred? The flooring was not properly tarred.
229. Is there any direction in your instructions about tarring? Yes.
230. Will you read out that portion? "The entire of the timber work, except hand-rails, " to get three coats of Stockholm tar, the first to be laid on hot; the handrail to be painted " three times white, and joints and butting surfaces over ground to be twice coated with " Stockholm tar when fixing, and all timber under or in contact with the ground to be " charred." The tarring has not been done to any of the bridges.
231. Do you mean to say there was no tar put on at all? Some tarring was put on the piles, but not on the floors.
232. Did you point that out to the Commissioner? I did not point it out to the Commissioner, because he came on to the works as the were placed, but I took the notes as I came away. The quantities were not complete when I objected to certify to these returns.
233. Was there any defect as to the slabbing of abutments? Yes; the slabbing on the landward side was not carried out according to specification.
234. Read the specification in regard to that particular:—"The landward side of all abutments to be slabbed in the same manner as floor—four round posts and small piles are to " be driven and slabbed to retain foot of embankments at bridges where ground is steep?" That has not been carried out at all.
235. Did you point that out? Of course. When I left the works I took a list shewing the quantities completed according to this specification.
236. And you declined to certify on those grounds? I did.
237. Did you point it out? It has not been carried out.
238. *By Mr. Hoskins:* Did you ever represent to Mr. Collett that you were dissatisfied with the way in which the contract was being carried out? The contract is not carried out.
239. *By the Chairman:* Did you get any instructions to certify at any particular times? I have returned the vouchers (which I have just handed in) objecting, stating that the contractor had not done sufficient to entitle him to the advance; and there is Mr. Collett's memo. on that return.

Mr. Robert
Quodling.

29 Nov., 1861.

APPENDIX.

A.

Tamworth, 24 Oct., 1861.

Sir,

Having repeatedly reported about the unsatisfactory manner in which the Doughboy Diversion Works are being carried out by Mr. Martindale, which is quite contrary to the specifications and drawings furnished, thereby rendering the works in many instances nearly valueless, I find it quite impossible to continue in my present situation with credit to myself.

All my remonstrances are and have been of no avail, as I am continually met by the contractor with his having explained to you personally.

The repeated payments of money before it was due, also without vouchers, has for a considerable time rendered my services useless. As under these circumstances I can have no control, consequently cannot insist on the contractor's carrying out the work satisfactorily, I am therefore reluctantly compelled to resign my office.

I am, &c.,

R. QUODLING.

B.

Department of Public Works, Road Branch,
Sydney, 30 October, 1861.

Sir,

I am directed by the Commissioner to inform you that he has laid your letter of resignation, dated October 24th, before the Minister for Works. In sending in your resignation you have stated as reasons, "the impossibility of continuing in your present situation with credit to yourself," on account of the works being carried on contrary to the (original) specifications. This is simply ridiculous; because pitching, after mature consideration, was substituted for a portion of the broken metal, at the very same price, viz., 6s. 6d. per cubic yard; and, from your inability to measure accurately, the big cuttings were paid for by the Commissioner in a lump sum under your estimate.

With respect to "repeated payments of money before it was due," I am directed to inform you that the Commissioner requested that fortnightly vouchers should be sent in, which you neglected to do; and it was only after a personal inspection of the work, and the fact of your remissness, that moneys were paid on account, for which vouchers have been duly signed by the contractor, and which you have thought fit to withhold.

Although the financial part does not concern you, the Commissioner is at a loss to know from what source you have made this extraordinary statement, as at no time more than 80 per cent. has been paid to the contractor; and at the present time, although the contract is almost completed, there remains a very large balance in hand, which will not be paid until the Commissioner has made his final inspection of the whole of the works on this extensive contract.

I have, &c.,

S. G. SHAIRP,
Chief Clerk.

R. Quodling, Esq.,
Tamworth.

C.

Tamworth, 16 August, 1861.

Sir,

In compliance with your instructions, I took the Doughboy Diversion Works over from Mr. Bayley, on the 12th instant.

A considerable quantity of the work is not carried out to specification. The stumps on the entire length of line are only removed for a width of 30 and 20 feet respectively; specification states road to be cleared and stumped 99 feet wide, with the exception of those covered by high embankments. Mr. Martindale tells me that you told him to leave the stumps in on the sites of high cuttings on the upper side; will you have the kindness to let me know if this is the case?

Nearly all the pitching put on Doughboy embankments was put on before the banks were consolidated, and a considerable quantity of metal not broken to gauge or spread the proper thickness on pitching.

Nearly all the excavation is completed; the water tables and embankments are not dressed. The late rains have caused the roadway of big cutting to slip slightly. I am afraid the road will have to be taken 5 feet more into the solid for a distance of 50 feet.

The bridges are not progressing very rapidly. Adam Bridge is finished, with the exception of flooring.

Brown Bridge, finished, with the exception of hand-rail.

Clement's Bridge, ditto ditto.

Donaldson Bridge, three of the piers finished and a few feet of timber delivered.

Evans Bridge, not set out.

Fon Shin, complete, with the exception of floor and hand-rail.

Glover's bridge, a quantity of sills and piles delivered.

Hannington Bridge, all the piers finished.

Culverts, three 2nd class completed, and one 1st, but this I cannot pass, the timber used being small, and the workmanship very bad.

I have, &c.,

ROBT. QUODLING.

The Commissioner for Roads,
&c., &c., &c.,
Sydney.

D.

(H.)

D. DEPARTMENT OF INTERNAL COMMUNICATION—NORTHERN ROAD.

No. of Warrant No.

DISTRICT, DIVISION.

ABSTRACT and ACQUITANCES of Amounts paid to Contractors and others employed as herein described, from the

of

Voucher No.

of Abstract

to the 20th August, 1861.

Table with columns: No., Names, Locality, Nature and quantity of work done by each individual or party, to be here stated, CONTRACT OR TASK WORK (No. of Agreement, Rate, Amount), DAY WORK (No. of full working days, Rate, Amount), Total, Witness, Date of payment, and by whom paid. Includes entry for J. Martindale with amount £ 476 18 9.

We hereby certify that the above Account, amounting to Four hundred and seventy-six pounds eighteen shillings and nine-pence, is correct in every particular, that the persons therein named have fully and fairly performed the work contracted for by them, and that the day labourers have been employed for the time stated against their respective names, and at the current rate of wages.

Overseer.

ROBT. QUODLING, Superintendent.

Certified as requested, but I don't think Mr. Martindale has done sufficient work to entitle him to this advance.—R. QUODLING. 4 Sept, 1861. Mr. Quodling will please not to make any remarks in ink on the voucher. This cannot be forwarded to the Auditor General, on account of this unusual proceeding. If Mr. Quodling had not stopped Mr. Martindale from going on with his pitching much more would be due, and this was done contrary to the recent circular.—W. R. C. 7/9/61. Mr. Quodling to note remarks and certify to fresh voucher herewith. 7/9/61. To be returned.

E.

DEPARTMENT OF INTERNAL COMMUNICATION—NORTHERN ROAD.

(H.)

No. of Warrant No.

DISTRICT, DIVISION.

ABSTRACT and ACQUITANCES of Amounts paid to Contractors and others employed as herein described, from the

of

Voucher No.

of Abstract

to the 13th August, 1861.

Table with columns: No., Names, Locality, Nature and quantity of work done by each individual or party, to be here stated, CONTRACT OR TASK WORK (No. of Agreement, Rate, Amount), DAY WORK (No. of full working days, Rate, Amount), Total, Witness, Date of payment, and by whom paid. Includes entry for J. Martindale with amount £ 500 0 0.

We hereby certify that the above Account, amounting to Five hundred pounds — shillings and — pence, is correct in every particular, that the persons therein named have fully and fairly performed the work contracted for by them, and that the day labourers have been employed for the time stated against their respective names, and at the current rate of wages.

Overseer.

Superintendent.

Mr. Quodling will please certify. 28/10/61.

Received, 30 Oct., 1861.

R. QUODLING, Tamworth.

SELECT COMMITTEE ON THE RESIGNATION OF MR. QUODLING.

F.

Tamworth, 21 September, 1861.

Mr. Robert Quodling.

Sir,

29 Nov., 1861.

I do myself the honor to acknowledge receipt of the enclosed, informing me that the sum of £426 16s. 6d. is paid in to my credit, and £200 to the credit of Mr. Martindale, on account of Doughboy contract. * I think there must be some mistake; I do not recollect sending in any voucher for W. Dowel, amounting to £72 18s. 10d., or £200 for Mr. Martindale, on account of Doughboy contract. I sent voucher, amounting to £200, on account of clearing contract, Goonoo Goonoo to Arnisdale. The amount to be placed to the credit of Mr. P. J. Coghlan, the contractor's agent.

The Commissioner for Roads,
&c., &c., &c.,
Sydney.

I have, &c.,
ROBERT QUODLING.

* Mr. Shairp will explain to Mr. Quodling respecting these payments.—W. R. C. 26/9/61.

Mr. Coghlan called at the office, and requested that the £200 due to Mr. Dowel might be paid to his credit (as requested by Mr. Quodling) as early as possible. The Commissioner was absent at the time, and as there was no probability of getting any money for some days, an amount which we had in hand, of £127 1s. 2d., was paid to Coghlan's credit at the Commercial Bank, on the 14th September, of which it appears Mr. Quodling was not advised. The balance, £72 18s. 10d., which should also have been paid to Coghlan, was paid to Mr. Quodling's credit, as advised. The supposed mistake is simply owing to Mr. Chisholm's neglect in not advising payment.

G.

Bank of N. S. Wales,
Tamworth.

Department of Public Works, Road Branch,
Sydney, 21 Sept., 1861.

	£	s.	d.
Cr. of R. Quodling ..	127	1	2
	72	18	10
	<hr/>		
	*200	0	0
Account W. Dowel, Taskwork,	58	9	0
"	15	0	0
"	71	15	0
"	53	16	8
"	22	10	0
"	69	6	0
"	36	0	0
"	27	0	0
	<hr/>		
	+426	15	6
Cr. of J. Martindale, Doughboy Contract...	200	0	0
	<hr/>		
	£626	16	6

Sir, I am directed by the Commissioner to state that the sum of £626 16s. 6d., has been paid to Bank, as per margin, on account of the

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

R. Quodling, Esq.,
Tamworth.

Received, 24 Sept.—R. Q.
Martindale's money was paid to his credit by order of the Commissioner. Will Mr. Quodling be so good as to make out two vouchers for Dowel's money, to be returned when signed? Martindale's receipt on a voucher certified by you will also be required.

S. G. S.,
26/9/61.

£353 15 s

* Paid credit of P. J. Coghlan, Commercial Bank, Sydney, as per voucher forwarded.
† Amount paid Mr. Quodling's credit. ‡ Paid by order of the Commissioner.

H.

(I.) DEPARTMENT OF INTERNAL COMMUNICATIONS.

NORTHERN ROAD.

District Division—Doughboy Diversion.

RETURN shewing the amount and value of work done on this division, from 18th April to the 4th May, 1861.

No. of Contract.	Name of Contractor.	Date of last Measurement or Commencement of Work.	Date of present Measurement or Completion of Contract.	Total Amount of Contract.	Total Value of Work executed to this Date.	Amount already advanced on Account.	Amount of advance now recommended.
.....	Joseph Martindale.....	.....	.....	.....	.....	.....	£ s. d. 234 0 0
Total of Task Work for the							

NOTE * The total amount of Task Work sanctioned for the to be inserted here.

DETAILS of Measurements of the above Work, as stated in the Fourth Column.

No. of Contract.	Description of Work.	Dimensions.	Quantity.	Price.	£ s. d.
.....	1,200 c. yards Metal broken, but not spread .....	.....	1,200	0s. 6d.	330 0 0
		Deduct 40 per cent.....	.....	.....	156 0 0
		TOTAL .....	.....	.....	234 0 0

We hereby certify that the above Return is a fair and correct statement of the contract to which it refers, and that the above measurements were made by

Overseer.

ROBT. QUODLING,
Road Superintendent.

WEDNESDAY,

WEDNESDAY, 4 DECEMBER, 1861.

Present:—

MR. ARNOLD,
MR. DALGLEISH,
MR. DANGAR,
MR. DRIVER,

MR. T. GARRETT,
MR. HOSKINS,
MR. LUCAS,
MR. MARKHAM.

WILLIAM FORSTER, Esq., IN THE CHAIR.

William Rickford Collett, Esq., called in and examined:—

240. *By the Chairman:* What is your position? Commissioner for Roads. I may state that I was appointed to that office on the 15th January, 1861.
241. You are aware of Mr. Quodling having been appointed Inspector of the Doughboy Diversion Works? No, I am not aware that he was appointed Inspector.
242. What position did he occupy? He was appointed Superintendent of the Second District of the Northern Road, I believe, in the Autumn of 1860.
243. What were called the Doughboy Diversion Works were included in the portion of the road of which he had the superintendence? It was included in the 135 miles of his district.
244. It was part of his district? It was part of his district; the commencement of his district, at this end.
245. Will you state the position that Mr. Quodling stood in, with regard to this particular contract of the Doughboy Diversion Works—the position he stood in towards the Government and the contractor? I may state, as it is a material point, that I was appointed in January—the 15th of January, 1861—and that this contract was given to Mr. Martindale, by Capt. Martindale, previous to my appointment. On proceeding to the works, in February, 1861, I found that it was impossible for Mr. Quodling—I need not say here anything about his incompetency—but it was impossible for him to superintend the works.
246. Do you mean by that, that it was impossible for him on account of incompetency? I mean that it was impossible for him, at the commencement of the year, to superintend this 135 miles of road, and to pay proper attention to this work.
247. It was impossible for him or for anyone to superintend the whole of this work? I did not say so.
248. It was impossible for Mr. Quodling to—? To attend to that and to the rest of the district, and therefore Mr. Bayley was appointed conjointly with him to superintend the works. Mr. Bayley was at that time the Inspector of the Page Bridge; and finding that Mr. Quodling was not the person I wished to superintend work of that kind, I gave the difficult works to Mr. Bayley.
249. Do you mean that Mr. Quodling had no special superintendence? Certainly not.
250. Was he under Mr. Bayley in any way? He had his district—I will not take the ground of his incompetency—I have not come to that—but merely that he had the 135 miles of his district to look after, the whole of which had to be cleared, defined, and arranged; that had been let by contract, and it required his superintendence, he having no overseer but one at that time.
251. I wish merely to understand the position he was placed in—do you mean to say that if he saw anything going on wrong at the Doughboy Diversion Works it was not his duty to report—? I cannot imagine anything going on wrong.
252. If he did see anything going on wrong, was it his duty to report? No, it was his duty to send in a report every fortnight, whether things were going on well or ill.
253. Were the Doughboy Diversion Works being carried on under a certain contract? Under a contract.
254. Was this placed in Mr. Quodling's hand, to guide him in any way? He had nothing to do with the masonry or bridges—he had something to do with the earth-work?
255. Then the earth-work was under his superintendence? Both Mr. Bayley and Mr. Quodling signed for the earth-work. Mr. Bayley would not admit —
256. I do not want to know what Mr. Bayley would or would not admit. I wish to know whether you consider that Mr. Quodling had to superintend the earth-work? I consider that Mr. Bayley was Mr. Quodling's superior officer.
257. Was Mr. Quodling informed of that? That he was to look after the earth-work, and Mr. Bayley after the engineering and bridges.
258. Was Mr. Quodling ordered to obey Mr. Bayley? No, he was ordered to send in returns of the earth-work, and Mr. Bayley of the engineering and bridges.
259. Both separate? Both separate. They were both under my orders.
260. Both having separate duties? Having separate duties; I presume they worked together—if I may use the term “together”—that they acted in concert. I have no reason to doubt that, as they both signed the certificates.
261. The earth-work was under Mr. Quodling? The earth-work was under Mr. Quodling.
262. Mr. Quodling, in his evidence, which you have heard, makes allusion to the specification which seems to have been placed in his hands by Government—is that a portion of the instructions he received? No specification or instructions were placed in his hands by the Government.
263. Had he no instructions? None whatever, as superintendent.
264. What were his instructions? That the earthwork was to be done according to the plans and drawings.
265. Were these placed in his hands? Before the contract was signed a copy was placed in the Police Office.

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266. He had no other instructions than this? None except what written documents will shew.
267. Is it not usual to give written instructions in such cases? Not for every contract.
268. If he thought the earthwork were not done according to these plans, was it his duty to report? Exactly.
269. In fact, his instructions were confined to this:—that he, having the plans and specifications placed in his hands with regard to the earth-work, if the work were not done according to them it was his duty to report? That depends upon another question, whether the contract was on a schedule of prices or for a bulk sum; if for a bulk sum, it was his duty only to see that the work was carried out in accordance with the drawings, as the work proceeded.
270. Supposing Mr. Quodling discovered, or supposed he discovered, that the earth-work was not done according to his instructions and plans, was it his duty to write to the contractor, calling upon him to stop at that moment, or to report to the Government? Not to stop the contractor.
271. Was it his duty simply to report to the Government, and to wait until he received an answer to his report? In his abstract it was his duty to do so; but having done so, I should visit the work, and if upon doing so I found that the work was not done, I should communicate with the contractor, not Mr. Quodling.
272. I want to know if it was his duty to report to the Government, and to stop the contractor from going on? To report to the Government—not to stop the contractor.
273. Was it his duty to point out to the contractor in what respect he was deviating from the contract, in that part of the contract which was under him? I cannot answer that question. There were certain drawings which should guide both the contractor and himself. If the contractor says he has followed the drawings, and the superintendent says he has not, it is a question of engineering.
274. I do not think it is a question of engineering—I ask you whether it was his duty, if he saw deviations from his instructions or from his drawings, to point out those deviations to the contractor, or not? He was to report in the first instance; but I cannot admit the possibility of deviation.
275. I beg you will admit the possibility. If the inspector says that the contractor is not carrying out the works as he thinks he ought, or according to the drawings, is he to write to the contractor of this, or is he to let the contractor go on without interfering? His duty is to tell me.
276. Is it his duty to report to the Government contractor? I think not; he has nothing to do with the contractor.
277. His duty is to report to the Government? Undoubtedly.
278. What course would the Government adopt in case of a report of that kind? They would call upon the contractor to explain—which was done in this case—why certain deviations had been made; and if the contractor's explanation were not satisfactory, he would be required to do the work over again. Since I have been Commissioner, I have not considered it the duty of the superintendent to stop the contractor; if he did so he would do it at his own peril. The superior officer visits the work when it is finished, and reports; I have not put it in the power of the superintendent to report finally.
279. You do not admit his power to interfere? Certainly not, when the contractor has plans to guide him for every chain of the work.
280. I will just put a possible case:—Supposing an inspector who is placed to look over a work sees an error going on, and, following out your theory, does not take notice of it; and supposing that the work is done in such a way that it is not possible afterwards to inspect it, to look back as it were to that error, that the error were covered up by subsequent work,—what would the Government do with a contract of that kind—would they reject it? A case of that kind cannot occur; we had here a cutting and a certain embankment to make, that was all, and Mr. Quodling had to look after it.
281. Mr. Quodling had nothing to do but to look after the earth-work? In the first place.
282. Was metalling the road included in this earth-work? That was a subsequent arrangement; certainly not.
283. He had nothing to do with it? He had nothing to do with it.
284. You say his duty was to superintend certain earth-work—had metalling the road nothing to do with the earth-work? Nothing whatever.
285. Was it not part of his duty to measure the metalling? He had no instructions.
286. Was it not part of his duty? It might have been part of his duty if he had been directed to do so, but he was not directed.
287. Can you say that it was not part of his duty? I do not say that it was not his duty; his duty was to do what he was ordered; I wished to test Mr. Quodling's abilities before I gave him powers; that is the plain thing on which the matter hangs; therefore I did not give him more than I thought him competent to perform, and I simply gave him the earth-work.
288. Then you did not consider that it was Mr. Quodling's duty to measure the metalling in any way? It was his duty to do what he was told by me, which was to finally measure the metal.
289. He had an order to measure the metal? I ordered him to measure everything finally.
290. You said that metalling was not included in the earth-work? Certainly not; but still, if there were a heap of stones to be measured, and he had nothing to do, it would be his duty to do that.
291. Do you know whether he measured the metal or not? I know by his certificate he states that he measured 1,200 cubic yards.

292. Do you think he was competent to measure this metal? Certainly; any boy can do that. W. R. Collett,
Esq.
293. Was it his duty to pronounce an opinion upon the quality? At the time he sent in his specification he said it was an important specification of 1,200 cubic yards. 4 Dec., 1861.
294. Then he had some specification? He had a printed paper, which you have had handed in, called an I form.
295. He was bound by that? When he had signed his name he was bound by that. (*The witness produced a paper, from which he read the following words:—"We hereby certify that the above return is a fair and correct statement of the contract to which it refers, and that the above measurements were made by—Robert Quodling. A. U. Bayley."*) I am bound to take this, of course.
296. You rely there upon the statements of the inspectors, and presume they are men competent to perform their work? Yes, but I do not say this is a portion of the contract.
297. Was it a part of Mr. Quodling's duty, if he found that shale was being substituted for trap, to point it out, or simply to refuse to certify? To report it to me, which he never did on any occasion.
298. *By Mr. Hoskins:* He never made any report to you respecting this? No; the first I heard of it was through the newspaper. I had no confidence in Mr. Quodling; and Mr. Bayley having at that time the superintendence of the Page Bridge, at Murrurundi, I put him to superintend the engineering and bridges, and Mr. Quodling to superintend the earth-work. That was at my first visit, in February. At that time Mr. Bayley had rather more control of the works than the other. Subsequently Mr. Bayley was removed to superintend the bridge at Yass, and then Mr. Quodling in a manner seized upon the whole thing, but up to that time Mr. Quodling had charge only of the earth-work, for which he signed conjointly with Mr. Bayley.
299. *By Mr. Garrett:* You considered Mr. Bayley the superior officer simply because he had the superintendence of a superior class of work? Yes; I knew one man, and I did not know the other.
300. Was there any difference between the salaries of the two gentlemen? No, they had about the same—about £400 a-year, and a guinea a-day travelling expenses; I think, if anything, Mr. Bayley had the greater salary by one or two pounds—it may have been more or less; but Mr. Bayley had been connected with the works for a long time, and Mr. Quodling I knew nothing about, and I had my own view of him from the commencement.
301. Was there no copy of the specification of the work given to Mr. Quodling? None by the office—he never requested any.
302. He produced one the other day? He got that from the Police Office, never from the Government; he never saw the bond or the specification there.
303. *By Mr. Hoskins:* Where is Mr. Bayley? He is at the present moment superintending the Hume Bridge, Yass.
304. Why was he removed from your district? Because the Page Bridge was finished. Mr. Quodling reported that the other works would be done one month from that time, and Mr. Bayley being the best bridge engineer, he was sent to Yass.
305. Was Mr. Quodling equally responsible with Mr. Bayley for the supervision of this contract? Not in my eyes; Mr. Bayley was the one I looked to.
306. You considered it necessary to have two Government officers to superintend a contract involving an outlay of £6,000 or £7,000? I thought it was desirable, when I could get the services of one superintendent for nothing; as Mr. Bayley was superintending the building of the bridge on the Page he could ride over and superintend the other work.
307. Then during a portion of the time, he had charge of the works at the Page as well as at the Doughboy? Yes; when the Page Bridge was finished, and from the report of Mr. Quodling the works under him were nearly completed, Mr. Bayley was removed to Yass.
308. Had Mr. Quodling the supervision of all the excavation of earth-work and the formation of new lines of road between the Page and Armidale? Yes, the whole, and I thought it too much for him.
309. Are there not a large number of men and several contractors employed in that length of road? Yes, the whole of that line has been cleared and defined.
310. Do you think it was possible that Mr. Quodling could devote much time to overlooking the contract at Doughboy? It was quite impossible he could do it.
311. Did you appoint anybody to succeed Mr. Bayley when he was removed? Mr. Bayley was removed in consequence of Mr. Quodling's report that the work would be finished in a month from May. When I was going up there, in October, to certify to the work, the accident happened to my family, which Mr. Quodling took advantage of.
312. Do you consider the works finished now? Yes.
313. Are they finished to your satisfaction? I have not seen them. The position of Mr. Quodling I may state in a few words:—From February to July he was with Mr. Bayley, acting conjointly with him; Mr. Bayley having charge of the masonry and bridges, and Mr. Quodling of the earth-work. In the early part of May Mr. Quodling reported that the earth-work would be finished in about a month. When I went up in June, as well as in September, certain things occurred which caused great dissatisfaction with Mr. Quodling.
314. You considered that Mr. Quodling had the sole charge of the earth-works, and that it was his duty to report to you whether the contractor was performing those works satisfactorily or not? Yes; that is the reason of his report. Every superintendent reports every fortnight every contract along the road.
315. You say he had not the power to suspend the work if he considered that it was not performed satisfactorily? Not if the contractors were bound to do it within a certain time, and we always bind contractors to time; if then a superintendent stopped the work for a month, the contractor would become liable to the penalty.

- W. R. Collett, Esq.
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316. Was Mr. Quodling supplied with the quantity of metal required to be laid upon the road? No.
317. Then he could not tell whether the contract was performed satisfactorily or not? No; he had no means of knowing.
318. Who had the means? Everything is done according to the specification for a lump sum; I have all the details, and I check these off and see that they are correct.
319. Whose duty is it to measure everything—to see that the work is done according to specification? That is a final affair, not an intermediate.
320. I ask whether the person in charge, deputed by the Government to supervise the manner in which the contractor performs his contract, has not some rule prescribed as to the manner in which the contractor shall carry out his work? As a general rule; this is only an exceptional case, because I had no confidence in the person.
321. Suppose there should have been six inches of metal to be laid down, and Mr. Martindale had only laid down three inches, would you say that Mr. Quodling had no right to interfere in such a case? Not if he had previously measured the metal; the quantity being stated in the specification, he could put down one inch or ten inches if he liked.
322. Then he had nothing to do but to measure when the work was performed; not to see whether the work was performed properly? I cannot understand what you mean by its being performed properly.
323. I will put my question again:—Supposing the quantity of metal to be placed upon the road was six inches, and the contractor had only placed three, would not the superintendent be authorized to interfere? In this contract I took the whole responsibility, because I did not like the man.
324. This contract was made in Captain Martindale's time, before you took charge? It was.
325. Did you make any alteration in the terms of the contract? Yes; and in the bond, before the man signed it. This, Mr. Quodling never saw.
326. What were Mr. Quodling's duties? Mr. Quodling's duties on this particular occasion were those of trial. I had not confidence in him, with reference to engineering work on this 135 miles of road.
327. Do you not think you ought to have placed someone there in whom you had confidence? I never visited the place without Mr. Peter Brown, one of the most competent engineers in Australia, with respect to gradients and cuttings. If I objected to the work, it was with his concurrence. When I went in June I discovered some errors, and subsequently, in September, I saw that there were fresh engineering mistakes.
328. Who is Mr. Brown? He is at present Superintendent on the Northern Road, and is the person who partly laid out the Railroad between Picton and Goulburn.
329. In all the other contracts under your supervision are the overseers furnished with plans and specifications? The second-class superintendents.
330. Was Mr. Quodling a second-class superintendent? Yes.
331. Are not second-class superintendents furnished with specifications and contracts? From the head office they are.
332. His is the only exception? It appears that he had got it from the Police Office, but he never made any inquiry whether there were any alteration in it.
333. *By Mr. Markham:* Was Mr. Bayley responsible for the portion of the road from the Gap northwards as well as Mr. Quodling, or was Mr. Bayley's responsibility confined to the bridge? To the bridges and masonry; that involves the earth-work, otherwise he could not lay out his bridges; he would be obliged to know the earth-work in order to get his levels.
334. You consider him the superior officer as being the superior engineer, I think you stated? I always communicated with Mr. Bayley personally.
335. In preference to Mr. Quodling? I knew nothing of Mr. Quodling.
336. Mr. Quodling would be responsible only for errors committed in connection with the earthwork and the measurement of metal? Up to the time of Mr. Bayley leaving, which I believe was on the 12th of August —
337. *By Mr. Hoskins:* Did you depute Mr. Quodling to supervise the contract? That is a very leading question. It was part of his duty; he was superintendent of the district, and I did not tell him not to do so, for that would be too much of a slur upon the man; I could modify his duties just to let him have as much as he could do, and no more.
338. *By Mr. Dangar:* Were you not, previous to being Commissioner, Superintendent over this Doughboy Extension Road? Yes.
339. *By Mr. Dalgleish:* Who is Mr. Quodling? He is a second-class superintendent of the Northern Road, from Doughboy Hollow to Armidale.
340. When did you first become acquainted with him? I believe officially acquainted with him on the 15th January.
341. What were Mr. Quodling's duties? I cannot answer that question.
342. What did you understand to be Mr. Quodling's duties? To do as he was told.
343. Will you be kind enough to answer the question I have asked? We have no specific rule in the office as to the duties of superintendents—we have nothing to guide us; it is a new appointment. The whole of the road was under my superintendence before Mr. Quodling; but I am not aware of the duties of second-class superintendents.
344. I must still beg to say you are not attempting to answer my question? I beg your pardon; I do not wish to evade your question. The duty of Mr. Quodling was to undertake the superintendence of what he states was 135 miles of road. I do not say it was.
345. I do not ask you what he states, but I ask you what you state? That it is not 135 miles.
346. I ask you what his duties were? His duties were to see to the contract work, to see to the task work, and to see to the maintenance men—that the contracts are performed according

according to the contracts, the task work according to the tasks, and that the maintenance men do their work properly.

347. Are these duties defined for him, or by him? Are there any written or printed instructions? W. R. Collett,
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348. I think the question is very definite? I do not understand it.

349. Are the duties defined for him, or has he the defining of his own duties—he is appointed superintendent; are his duties as superintendent defined? Not to my knowledge.

350. Then it is discretionary? It is not my appointment; it is the Government's.

351. I am not asking as to its being a Government appointment; you acknowledge that you are the Commissioner, and as Mr. Quodling is under you I presume that you should be thoroughly acquainted with his duties, seeing that you have charged him with a breach of his duties? I beg your pardon—I have charged him with nothing. I can only answer in one way that I was in Mr. Quodling's position for seven years, and I had no instructions.

352. *By Mr. Lucas:* You could do as you liked? That does not follow.

353. Under whom were you? Nobody whatever; it was only a subsequent appointment.

354. You really cannot define the duties of a second-class superintendent? I cannot.

James White, Esq., called in and examined:—

355. *By the Chairman:* You are a settler in the Northern District? Yes, I reside near Muswellbrook. James White,
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356. I suppose it is a common thing with you to ride along the Northern Road? Yes, I am frequently on the road from Muswellbrook, past Murrurundi.

357. Have you noticed a portion of the road near the Dividing Range? In the beginning of August last I drove down the new road from the top of the Murrurundi Gap along the new cutting—the road had been opened about six or eight weeks.

358. Was it macadamized? Part of the way—about half way it was a very good macadamized road; the rest was completely boggy.

359. What sort of metal was there on the road? Blue metal. The road was very good for a third of the way.

360. How many miles was a third? About three-quarters of a mile.

361. And the remainder was completely boggy? Yes, my horse's hoofs sunk completely through the mud to the stones at the bottom.

362. You mean the remainder of the completed portion? Yes, the new road.

363. Is this what is called the Doughboy Diversion? No, that is on the other side; this is on the Murrurundi Range—the new cutting. It is a new line of road; I think the whole was not then opened.

364. With regard to this part that was so bad, was it metalled, or supposed to be? It was certainly not metalled; when I was going up there was a sort of metal over it, but this was converted into mud when I returned. Going up it was dry weather, but when I returned there had been some rain.

365. How much rain had fallen? A day and night's rain.

366. After this you travelled over it again? Yes, and found it a complete bog.

367. Did your horse's feet sink into it? Yes, from nine to twelve inches; my horse's hoofs struck on the ballast at the bottom.

368. Do you know under what contractor this road had been completed? Under Mr. Martindale I understood.

369. Perhaps you do not know of your own knowledge? No, except from repute; he was the reputed contractor.

370. Did you make any other remarks with regard to the condition of the road? I saw bullock teams attempting to come up this line, and they had to turn back and go up the old line of road, up the Gap.

371. Were any men working at this road as you went along? There was one man upon it throwing in a few stones where the drays had made ruts as they went along; that was the only man I saw working upon the road.

372. Will you state the length of this portion which you consider so bad? I think it was about half a mile, the worst portion of it.

373. Do you know whether the road was completely open—whether it was out of the contractor's hands at the time? I am not aware; but six weeks before, when I went up, the teams were going over it, so I presume it was open, as there was no bar across.

374. *By Mr. Garrett:* Did you notice the colour of the metal in the sound portion? It was blue.

375. Did you notice the colour in the bad? It was red or reddish.

376. Did it strike you that the bad part had been metalled? When I went up they were putting a sort of soft stone upon it; when I came back it was all one mass of mud.

377. Off the immediate track the full width of the road appeared to be hard? Yes, the full width of the road. This same portion of the road is now undergoing repair, and teams are turned off. It is not open now; there is a bar put across and bushes.

378. What are they doing to the road now? I think they are putting down large stones—ballasting it.

379. I thought you stated that your horse's hoofs went through to the ballast? I think this is a second course of ballasting. It may be intended for the surface, but I am not aware; they are large stones.

380. *By the Chairman:* Do you know under whom these repairs are being made now? I am not aware at all.

- James White, Esq.
4 Dec., 1861.
381. *By Mr. Hoskins*: Do you not know that this was a new line of road—that it was not completed? I was not aware that it was not completed.
382. You say there was a portion of this road over which teams were not allowed to pass? Yes, at one portion they turn off the road for two or three hundred yards.
383. Do not parties, in forming a new road, always prevent teams travelling over them, by placing logs on the side of the road? Yes.
384. Was this road drained when you travelled over it and found it in so bad a condition? Yes.
385. Table-drained? Yes, drains were cut on each side.
386. Was this metalled;—Do you not know that the natural road there, is a red sandstone? The road was properly formed when I went up, for some distance.
387. But not metalled? But not metalled with the same metal all the way down.
388. Not metalled in the same manner as the other portion of that cutting? It was the same height, and appeared to be of the same formation.
389. Were there men employed upon it? No there were not.
390. Were there any other parts of the road where your horse's hoofs sank in the mud? Not any of the new road, but in some parts of the bush road.
391. Is there not a new road from the Willow Tree to Loder's? I did not travel that, I went down the Namoi.
392. *By Mr. Dangar*: Do you think the metal at the Doughboy Diversion was of the kind generally used—was it not shale? I have not seen the Doughboy Diversion at all. I have not been down that line. I am speaking only of the road on this side of the range.
393. *By Mr. Dalgleish*: What length of time elapsed between your going up and coming down the same road, when you found the road good on going up and bad on returning? Between six and eight weeks.
394. At that time it was apparently open for traffic? Yes, for the teams travelled on it.
395. There was no obstruction on the road? No obstruction whatever.
396. You thought it was metalled? It appeared to me to be so, although the metal was not of the same kind all the way up; it was blue metal up at the top, and red metal lower down.
397. Afterwards you saw them apparently reballasting this road? Yes, when I came down in August. I came down about a fortnight ago, and they appeared to be reballasting it—putting large stones upon it—I do not know the term.
398. This particular place—the worst portion of it—is about half a mile long? Yes, about half a mile.
399. About what length altogether was the whole of the bad portion—the indifferent as well as the extremely bad? Altogether I think about a mile—perhaps more. I am not very sure as to distances. A bad road always appears much longer than a good one.
400. When you came down, a fortnight ago, the road was barred? Yes; they were re-making this road.
401. And an obstruction was placed there? Yes.
402. *By Mr. Lucas*: I understood you to say that when you were coming down your horse's feet struck down to the stone; was that the first layer of stone? Yes.
403. And on the top of this was the red stone you have spoken of? Yes.
404. Was that broken as road metal is generally broken? It appeared to be too soft to bear breaking in that. It was worked down into dust; it was more like gravel.
405. Was that stone brought out of a cutting? No, it appeared to have been carted; it was not the same as was brought out of the cutting.
406. How far do you suppose this stuff had been brought? I cannot say; I do not know where it could have been brought from; I think from some of the neighbouring hills.
407. Since then you say they have been repitching the road? I do not know whether it is called pitching; they are putting down large stones, and forming a crown to the road.
408. Where is this situated? Going up the cutting—going up the range—the new cutting.
409. Do I understand this to belong to the Doughboy Diversion? No.
410. How far is it from it? From the commencement of the Doughboy Diversion about three-quarters of a mile; the range merely divides the one from the other.
411. Do you know who was the contractor? I believe, Mr. Martindale.
412. Do you know whether it was the same contractor who had the Doughboy Diversion? The same; so I understood.
413. Do you know that when the blocks of stone are placed on the road, that is called pitching; and that broken stuff is afterwards thrown on the top—you say that this was properly formed when you went up? Yes.
414. Since that they have been repitching it upon the top? I think the mud had been cleared off; I saw mud-heaps on the side of the road.
415. At any rate they were repitching it with blocks of stone? Yes.
416. *By the Chairman*: Do you know what pitching means? I understand it to be the placing of blocks of stone at the bottom—the first formation of the road.
417. When you say re-pitched, are you aware whether the road had been pitched in the first instance? I suppose so, from hearing my horse's hoofs sound on the stone when they went through this mud.
418. *By Mr. Hoskins*: Is it not a stone formation there? There are some stones there; but stones had evidently been placed at the bottom of this.
419. Do you travel frequently over the Northern Road? Frequently.
420. Do you consider that there has been a great improvement in the construction of the Northern Road, of late years? I believe there is a considerable improvement; but, for the money I understand has been expended, I imagine there might have been far greater.
- 421.

421. What money has been expended? Very large sums; I do not know the amount.
422. However, the condition of the road is much superior to what it has ever been before? In dry weather, particularly; but in wet weather it is not much better.
423. Previous to your travelling over this place, had there been continuous wet weather for some time? No; I was travelling from up the Nainoi, and there was one night's rain—the night before I passed over—that was the only rain I saw.
424. Was not last winter unusually wet? It was very wet. There may have been more rain on this side of the range.
425. *By Mr. Dangar*: Do you think that the main road from East to West Maitland has been improved by the quantity of the metal put on? I do not think it is metal; it seems to be dust. It was dust when I came down the other day.
426. They call it sandstone? It may have been sandstone; I saw nothing but dust.
427. *By the Chairman*: Will you state the date of your journey going up? I think it was the latter end of June when I went up; it was August when I returned.
428. Do you consider the road near the Gap a good deal better than it was in former days? On the whole it was much better when I went up. In dry weather it was very good.
429. You think it did not stand the test of wet weather? No; I saw teams attempt to go up that were obliged to turn off.
430. *By Mr. Garrett*: You are alluding to the part that was not metalled? To the part where the mud was, coming back; to the red part.
431. Where it was metalled it was good? Where it was metalled.
432. *By Mr. Hoskins*: Still, with all its defects, you think it was much superior to the road over the mountain previously? Yes.
433. *By Mr. Lucas*: Is there no particular name for this spot where you say your horse's hoofs went down to the stone? Not that I am aware; it is all called the new cutting.
434. Is it on the other or on this side of the Doughboy? On this side the Doughboy.
435. *By Mr. Driver*: I understood you to say just now, that the only reason you had for stating that the road had been pitched was, that you heard the sound of your horse's hoofs upon the stones? My horse's hoofs went down to the stone underneath.
436. I think you stated that your only reason for saying that the road had been pitched was, that you heard your horse's hoofs strike upon the stone? And from the formation of the road going up I concluded that it had been pitched. It was all formed alike—the part where the blue metal was and where the red stone was.
437. That is the only reason you can give for saying that the road had been pitched? I did not see the red stone put on, but I concluded that it had been pitched.
438. That is the only reason? That is one of the reasons. The other is, that when I went up the road was apparently formed and completed, and as I was aware that one portion of the road had been pitched I concluded that the other had been.
439. For the reason you have given? For the reason I have given, that it was completed apparently, and that I heard my horse's hoofs go down to the stone.
440. That is the only reason? Those are the only reasons.
441. Is it not the case in new roads, where any particular portions are fit for traffic, that bullock-drivers will continually use the road before it is completed? I have generally seen logs drawn across to prevent that.
442. Have you never seen those logs removed? When the road has been completed.
443. Before the road has been completed? They are generally so thickly laid that they would take the bullock-drivers some time to remove them out of their way.
444. Did you ever see any logs upon this particular road? Yes, when I came down a fortnight ago, and a part was shut off from traffic—a part that was being reformed.
445. *By Mr. Hoskins*: What do you mean by pitching the road? Placing stones at the bottom of the road—the first forming of it. After the earth is taken away the stones are placed upon the bottom.
446. That is ballasting the road? I do not understand the technical terms.

James White,
Esq.

4 Dec., 1861.

Mr. Robert Quodling again called in, and further examined:—

447. *By the Chairman*: Will you state what you consider your duties to have been as Inspector of Roads, in as concise a shape as you can? I had the general inspection of the whole of the works under my charge.
448. But what were the works under your charge? I had the charge of the road from Doughboy Hollow to Armidale.
449. What is the length of that? 135 miles.
450. You had all that road under your charge? Yes.
451. Had you every species of work connected with that road? Yes. I had two overseers as assistants.
452. Under you? Under me.
453. Was there any part of the work specially placed under you—for instance, the earth-work? Yes.
454. Was that more exclusively under your charge than any other part? Yes.
455. Do you consider that you had charge of the bridges? Yes. I had charge when Mr. Bayley left.
456. You had charge of the metalling? Yes.
457. Do you consider that you had charge of the other portions of the works? Yes.
458. Equally with the earth-work? Yes.
459. Did you get any particular instructions—did you get any instructions in writing, as to your duty? No particular instructions in writing.

Mr. Robert
Quodling.

4 Dec., 1861.

- Mr. Robert Quodling. 460. Did you get any verbally? I do not recollect getting verbal instructions. Mr. Collett, when he visited the works, had something to say.
461. Did you get any verbal instructions as to your duty? No verbal instructions.
- 4 Dec., 1861. 462. How did you ascertain your duties? I knew what my duties were as superintendent.
463. Where did you find the duties of superintendents defined? I do not know that they are defined anywhere.
464. Do you mean to say that no special instructions are given to superintendents on any portion of the works? I am not aware of any.
465. Were you not specially told to look after the earth-work? Yes, to look after the earth-work; and Mr. Bayley was told to take some other portion of the work.
466. Have you any doubt of your competency to superintend the duties you speak of? Not the slightest.
467. Were any doubts of your competency expressed by any officer over you? Never.
468. In what position was Mr. Bayley placed towards you? I had nothing to do with Mr. Bayley. At first we sent in our vouchers and returns together; after that I was told by Mr. Collett —
469. Verbally? That, I think, was by letter—to take the earth-work.
470. Have you that letter? Yes. I think it is not registered in the office.
471. Have you the letter? I think I have not it with me.
472. Was Mr. Bayley not placed over you at any time? Never.
473. Were you never ordered to obey his orders? I was never ordered to obey his orders.
474. When Mr. Bayley was with you signing vouchers, had he not one portion of the work and you another? Not at that time when we signed the vouchers together.
475. How came it that you signed the vouchers together? It was my proposal that we should do so.
476. Not from any orders? Not from any orders.
477. Mr. Bayley assented to your proposal? Yes.
478. What was Mr. Bayley's duty at the time? He had charge of the Murrurundi Bridge; of course I was on the Doughboy works.
479. Had he an equal supervision with you over these works? Yes.
480. Had he an equal supervision of the earth-work? I had only charge of the earth-work for a short time, in fact I had charge of the whole of the work. I received a letter from Mr. Collett, directing me to take the works, and to include them in my monthly reports, and stating that Mr. Bayley had only acted to oblige the Commissioner. (*The witness handed in the same. Vide Appendix A.*)
481. Was this authority in any way altered by any subsequent communication to you? No, it was not altered.
482. Was it in any way modified—did you get any subsequent communication? When I received that letter I took charge of the works, and the first thing I did was to condemn a considerable quantity of work.
483. Did you get any subsequent letter modifying or altering the instructions you got by this letter? I do not recollect any; I may have got some; I got a letter, I recollect. (*The witness produced the same. Vide Appendix B.*)
484. Did you get any letter between these two? I do not recollect getting any.
485. Did you receive a letter on the 7th March, from the department? I might, but I do not recollect; I have not it with me; I have no knowledge of its receipt at all.
486. You have spoken of a contract by which the contractor was bound—have you had any copy of the contract in regard to these works placed in your hands by any authority from the department? Never.
487. Do you state that you had no farther instructions than what are conveyed and intimated by the letter you have handed in to the Committee? When I took charge of the works I had some documents from Mr. Bayley.
488. Have you those documents? I have.
489. Will you hand them to the Committee? Yes. (*The witness handed in the same. Vide Appendix C.*) These are Mr. Bayley's instructions which he had from the Commissioner, and he handed them over to me.
490. Do you consider yourself bound by Mr. Bayley's instructions? Yes, as these are initialled by Mr. Collett. This is sent in as an original of Mr. Bayley's, copied; it is initialled by Mr. Collett.
491. *By Mr. Lucas:* You say that is a copy of an original letter of Mr. Bayley—do you mean to say that the Commissioner sent the letter to Mr. Bayley to copy and give to you? Yes; at least he gave it to him to copy and send as his. (*The witness handed in a memorandum. Vide Appendix D.*)
492. *By the Chairman:* Is that a copy, or an original document? It is an original document, initialled by Mr. Collett "W. R. C." (*The witness produced several papers.*)
493. Is that an original document? These are copies from Mr. Bayley's memos.
494. Are they copies of letters you have received yourself? No; they are attested copies of memos to Mr. Bayley; they bear Mr. Bayley's signature, and also Mr. Hannington's (*The witness handed in the same. Vide Appendix E.*)
495. You say Mr. Bayley handed these to you—what authority had Mr. Bayley to hand these instructions to you? When he was leaving the work I asked him what documents he had in his possession, for my own information.
496. He gave you these as your instructions? As my instructions.
497. You consider that you were bound by these instructions? Yes, as far as I understood them. (*The witness handed in a memorandum. Vide Appendix F.*)
498. This is a document from Mr. Bayley himself? Signed by Mr. Bayley.

499. Did you consider yourself bound by Mr. Bayley's instructions, without any farther instructions from the Commissioner? I consider that I was.
500. Did you act upon those instructions in carrying out your duties? Yes, I have acted upon them so far.
501. Now, in case you found the contractor deviating from the way in which you considered the work was to be done, did you, in that case, think it to be your duty to report to the Government? Yes.
502. And to stop the contractor? Yes.
503. Did cases of that kind occur? Yes.
504. Did you report it to the contractor? I reported it to the contractor. That was the pitching before the works were consolidated, and I stopped him.
505. In what shape did you report? In my monthly report, and in a letter. I think I handed in the letter yesterday; and I received in reply this letter from the Government (*producing a letter.*)
506. Is this the reply in the particular case to which you refer? Yes, particularizing each item.
507. This is the letter you received from the Government in reply to your report against the contractor? As to the way in which the works were being carried out.
508. This is the original letter? Yes. (*The witness handed in the same. Vide Appendix G.*)
509. After receiving that letter you considered that it affected your duties? Of course. I then saw that I had no power or control over the works, if the contractor's personal explanation was taken.
510. What did you do after getting that letter—when you found things going wrong—that the contractor was performing his work wrongly;—did you report again? I reported every month, or nearly so, I sent in my reports.
511. Did you generally, in your monthly reports, condemn the work that was being done? Yes.
512. Did you receive any other reply than this? No other reply.
513. You spoke, the other day, in your evidence, of some specifications and drawings? Yes.
514. Will you state to what specification you referred? I referred to this (*producing a paper.*)
515. That is a printed paper? The general conditions are printed.
516. From what source did you receive this? From Mr. Bayley.
517. Have you any proof of this specification having been given to Mr. Bayley by the department? I have no proof. I took it from Mr. Bayley as the document he received, and I had another copy.
518. Do you hand this in to the Committee as the specification you received from Mr. Bayley? Yes.
519. Which formed part of your instructions for carrying on the work? Yes. (*The witness handed in the same. Vide Appendix H.*)
520. At what time were these furnished to you—when first you took office? When first I took office; I had previously had a copy of that specification.
521. From whom? From Mr. Bennett, the late Engineer for Roads.
522. Have you that copy? Not here; but that is a fair copy.
523. By what authority did Mr. Bennett give it you? It was forwarded to me with the original drawings—the drawings of the works. When the works were advertized for tender there were drawings and specifications forwarded to me at Tamworth.
524. Do you say that the objections you took to the work done, when you reported against it, was for deviations from this specification? Yes.
525. It was on that account you reported against them? On that account.
526. Have these been in your possession ever since, from the time you received them until now that you hand them in? Yes.
527. Are you aware whether the original contract for the Doughboy Diversion Works was for a bulk sum? I was told by that letter, from Mr. Bayley, that I have handed in.
528. Did that state that it was for a bulk sum? For a bulk sum.
529. What was the amount? £6,339, the original contract I think it was—you will see by the letter—making a total of £7,000, I think, altogether.
530. Do you know the special prices of any of these things, for clearing? I think it is £200 the contractor gets for it, but I was not furnished with a schedule.
531. You do not know? I do know, but I have no documents to hand in.
532. In what way do you arrive at that knowledge? Through Mr. Bayley.
533. Did Mr. Bayley state that in writing or personally? Personally; I believe the contract amounts to £200 for clearing.
534. Fencing? That I do not know; that is not included in my duty.
535. Masonry? I do know, but I have no documents to hand in to you.
536. You do not know of your own knowledge? I do not; I have no documents from the Government giving me the prices for these works.
537. Have you anything for the prices of earth-work, which you say was specially under you? 1s. 5d. a cubic yard and 1s. 10d.
538. Have you a document stating those prices? Yes.
539. Will you hand it in? Yes. (*The witness handed in the same. Vide Appendix I.*) This is an original document.
540. Do you know anything of the price of rock-cutting? 3s. I think he has a cubic yard.
541. How do you derive that knowledge? From Mr. Bayley. I have no documents.
542. Brick-work? I know the whole of the prices, but I cannot give them in because I have no documents.

Mr. Robert Quodling.

4 Dec., 1861.

- Mr. Robert Quodling.
4 Dec., 1861.
543. Is it the same with regard to slabbing? The same. I can give the quantities.
544. Do you know anything about the contract being revised or altered before it was signed by the contractor and his sureties? Yes; there was a deviation from the original line— from the line let to the contractor; I have the drawings here.
545. What knowledge have you of the alteration of the contract? I have no knowledge, except that a letter informs me that the original line has been altered.
546. When you undertook it was the line sufficiently marked out—? Yes, it was commenced.
547. Was it this altered line you commenced to supervise? Yes, Mr. Collett's line.
548. Was there any further alteration after you took charge? Not to my knowledge. (*The witness produced a plan, and pointed out the line.*)
549. What was the original quantity of bridge timber for twelve feet bridges? That I have not taken out.
550. What do you mean by "not taken out?" I had nothing to do with twelve feet bridges.
551. Had you anything to do with the present bridges of eighteen feet? I had charge of them.
552. Do you know anything of the original quantity of timber in those bridges? I know nothing of the original quantity. I know the quantity there was to complete them when I had to certify to these returns.
553. How could you tell the quantity required to complete them if you did not know the original quantity? I have got the measurement, but I do not know what the twelve feet measurement is; I have not taken it out, but I have got the quantity for the eighteen feet bridges.
554. You have the quantity for the eighteen feet bridges? Yes.
555. Will you state what that was (*The witness referred to a memorandum book*)? October 12th, the quantity to complete Adam Bridge, 88 cubic feet timber work, 217½ lbs. iron-work, and tarring and painting throughout.
556. Was this an eighteen feet bridge? Yes. Brown Bridge, 34 cubic feet 11 inches timber-work, 104 lbs. iron-work. Clement's Bridge, 61 cubic feet 9 inches timber, 174 lbs. iron-work; tarring and painting to all these bridges not completed. Donaldson Bridge, 97½ cubic feet timber work, 245 lbs. iron-work. Evan's Bridge, 398 cubic feet 3 inches timber, 160 lbs. iron-work, 2,072 feet flooring —
557. Are you telling the quantity there ought to have been? The quantity required to complete the bridges, according to the drawings. Evan's Bridge, 1,288 lbs. iron-work, and tarring and painting. Fon Shin Bridge, tarring and painting to be done, and other portions of the work to be completed. Glover's Bridge, 101 cubic feet 4 inches timber, 219 feet flooring, 708 lbs. iron-work, tarring and painting. Hanington Bridge, 172 cubic feet 4 inches timber-work, 1,764 feet flooring, 858 lbs. iron-work, and tarring and painting.
558. Was the contract supposed to be completed at the time you resigned? No.
559. Was the time expired for its completion? Yes, I believe it was.
560. Can you speak positively? I cannot speak positively.
561. Is there no time named in the specification? I do not think there is; there might be.
562. Did you not read the specification attentively, seeing that it was to guide you in the supervision of the work? Yes.
563. Does it not state the time? I think not.
564. Did you get no instructions specifying the time? I got no instructions.
565. Was it not possible that these bridges could be completed properly after you had resigned, and within the time? They might have been completed within the time. I did not know the time. What I objected to was to certify to these returns, and these are the statements I stand by of the quantities required to complete—I refused to certify to the work to pay amounts on account while there was so much to complete.
566. What do you mean by "quantities required to complete?" The quantities to complete each bridge—in some cases the timber was not on the ground—and these were quantities that required to be done to finish the bridges.
567. You mean to say that the contractor had not provided sufficient timber to entitle him to a certain sum of money? Yes.
568. Was it your duty then to certify to a certain amount of work, as involving the payment of a certain sum of money? Yes.
569. And you thought it your duty to report against such payment? Yes, and I did so.
570. Was there any particular report made to you? I handed in the documents the other day, and there is my memo. on the back of the return.
571. With regard to the alteration from twelve to eighteen feet bridges—by whose authority was that alteration made? I believe by Mr. Collett's; I know nothing about that.
572. You had only to do with eighteen feet bridges? Yes; when I took charge they were all eighteen feet bridges.
573. Do you know anything about the difference of payment that would be entailed by that alteration? I do not think there would be much difference; because on the other line there were two bridges which would have come to about £2,000, and these were done away with by adopting this line.
574. You mean that the new line involves the necessity of a smaller number of bridges? Yes.
575. Is there anything about pitching in this specification you have handed in? There is nothing about pitching.
576. Then out of what portion of the contract money was the pitching to be paid for? I have handed in the document about the pitching.

577. You have not answered my question? I know nothing about that question; I was told I had nothing to do with the financial part of the contract.
578. Who told you that? The Commissioner.
579. Verbally? In reply to my letter of resignation.
580. Before your resignation? No; I was not told so before.
581. Did you think it was your business to look after the financial part of the contract before? I thought so.
582. Do you know the cubic quantity per lineal yard of the pitching? 2,800 lineal yards, I think.
583. You mean that is what it ought to have been? I do not understand your question.
584. What quantity per lineal yard of pitching was to be done by the contractor? I have handed in the memo. with the quantity; that is one of the documents I received from Mr. Bayley.
585. Do you know the length of pitching to be laid on? It is on the document.
586. From what source do you derive the information that 1,584 yards was the total amount of metal to be broken? I do not arrive at that amount.
587. Did you not state the other day that 1,584 yards was the total amount? No; I stated that 2,600 lineal yards was the amount to be broken.
588. What was the amount you measured as broken—how did you arrive at this amount of 2,600? By these documents I have handed in. There is one stating 1,000 cubic yards of metal to be supplied, and another stating—the first one is dated 18/4/61, “Mr. Martindale is to break 1,600 cubic yards of metal;” and by the latter, of June 27th, it is stated, “1,000 cubic yards of blue metal will be required”—That would make 2,600 cubic yards.
589. Was a Mr. Hannington a road overseer under you? Yes.
590. Have you a letter from this Mr. Hannington making comments on the work? Yes.
591. Will you hand that letter to the Committee? Yes. (*The witness handed in the same. Vide Appendix J.*)
592. This is dated the day of your resignation? Yes.
593. Did you receive it before you resigned? Yes.
594. How came it to be dated on the day of your resignation? I went through the works with Mr. Hannington, and told him that I had objected to certify to my returns—that I had refused to sign the documents, and I shewed him the quantities from the documents I had in my possession.
595. Then you went over the works before this letter was written? Yes.
596. And it was in consequence of his going over with you that he wrote this letter? Yes.
597. Did he write this letter in compliance with your instructions? I said I had refused to certify—that he might do as he pleased, and he said of course if I could not sign he could not; he then wrote the letter and I dictated it.
598. Then you do not disguise the fact that this letter was written under your instructions to some extent? No.
599. You had to some extent before made up your mind to resign? Yes.
600. Did you get this as a kind of certificate of your own statement? Yes. I directed Mr. Hannington to furnish me with a return giving me all the measurements of the contract, and this is a letter from him dated October 8th.
601. Is this an original letter? Yes. (*The witness handed in the same. Vide Appendix K.*)
602. Was that letter written according to your instructions? I wrote to him about the measurements.
603. Did you ever express any discontent with your salary? I asked Mr. Collett, at Singleton, about my salary, or to take some of the road off my hands, having thirty odd miles of road more than the other superintendents. I told him the salary I was receiving I could barely live on. He said he would recommend me for an increase at once.
604. Did he say so verbally? Yes, he directed me to make an application.
605. Did you? I did.
606. To whom? To Mr. Collett.
607. In writing? Yes, in July I applied for an increase of salary.
608. What reply did you receive? I had no answer at all from the department.
609. Are you sure your resignation had nothing to do with this? Nothing at all.
610. Did you make up your mind to resign after your salary was refused? I made up my mind, if Mr. Collett insisted upon my certifying to that voucher, I would resign—I would not certify to it. I retained the voucher.
611. When you resigned you wrote another letter, did you not? Yes.
612. Did you write a letter after your resignation to Mr. Arnold? Yes.
613. Have you a copy of that to hand in? Yes.
614. In that you make charges against Mr. Collett of carrying on a loose system? Yes. (*The witness handed in the same. Vide Appendix L.*)
615. Did you get an answer to that? Yes. (*The witness handed in the same. Vide Appendix M.*)
616. Is this an original letter? Yes.
617. Did you see Mr. Arnold? Yes.
618. What was the result of this interview? Mr. Arnold asked me to bring direct charges against Mr. Collett; he said that this was a statement he could not act upon.
619. Why did you not bring direct charges? I had my reasons.
620. You had better state them? I object to state them. (*After a pause*): My objection was this—I was not an officer of the department; the matter was in your hands, and I thought it was not right. I would sooner that the matter were investigated by a Committee.
621. You preferred to have the matter investigated by a Committee of the Assembly rather than by the Government? Yes.

Mr. Robert
Quodling.

4 Dec., 1861.

- Mr. Robert Quodling. 622. Did you state to Mr. Arnold that that was the reason? I told Mr. Arnold I would not bring any charges against him.
- 4 Dec., 1861. 623. *By Mr. Garrett:* You had done so in your letter? Yes, but Mr. Arnold would not act upon that.
624. *By the Chairman:* Do you adopt that letter of Mr. Hannington? No, I take no notice of Mr. Hannington's letter; I stand only by my personal observation; I have nothing to do with Mr. Hannington's letter.
625. Had Mr. Hannington ever certified previously to any voucher you had sent in? No, he had not an opportunity.
626. Had he ever been called upon to do so? No, not till the time I wrote that letter.
627. Was it your duty to get Mr. Hannington's report upon any matter you reported upon to the Government? Yes, I had his monthly report of the works.
628. There is the voucher referred to in this letter for £476 18s. 9d.—did you ask him to sign for that voucher previously? No.
629. When did you receive it from Sydney? I have not the voucher here, but the date is marked upon it. Mr. Hannington was never upon any public works till he came to me; he was more a pupil than anything else.
630. Did you keep this voucher in your possession for any time before you got any report from Mr. Hannington about it? Yes, I kept the voucher; and I intended, upon Mr. Collett's insisting upon my certifying to it, to resign and expose the matter. I kept the voucher for some time, and payments have been made since that was done.
631. How long had this been in your possession? (*The witness referred to a paper.*) On September 4th I made the remark and sent it to Sydney—"Certified as requested, but the contractor has not done sufficient to entitle him to the advance."
632. You reported against it? Yes, directly I received it; that was September 4th.
633. Had Mr. Hannington reported upon that? No; Mr. Hannington was not asked to report.
634. Why? He had never been upon any public works before.
635. How came it then that you got Mr. Hannington's report at one time, and not at another? I thought it better, although his evidence was not worth anything.
636. Did you get Mr. Hannington's report when you were going to resign, and wished to expose the department? Yes.
637. Did you think Mr. Hannington's report necessary to substantiate your own? I did not think it necessary; I told him I was going to resign, that I could not sign the vouchers, but if he liked to sign them they could go in with his signature alone; he said if I could not sign he could not.
638. Did you state in any report that any bridge was finished? Yes.
639. What bridge? Fou Shin.
640. You reported that as finished? Yes, I think so.
641. Did you make any complaint regarding the way in which it was done? I mentioned that the work had been completed; the contractor called it finished.
642. Did you consider that bridge properly done? I did not.
643. How do you reconcile that with your report? By the letter I received, I considered that the personal explanation of the contractor was better than my report.
644. Did you ever receive a letter dated 26th August, from the department—from the chief clerk? I do not remember receiving one; I may have received one. If I saw it perhaps I could tell whether I had received it or not.
645. Did you receive this letter (*handing a letter to witness*)? Yes; this is a circular.
646. Did you receive this circular? Yes, I received that; that is not a letter—that is a circular.
647. Will you hand that in? (*The witness handed in the same. Vide Appendix N.*)
648. This is a repetition, but as it is an important matter, I ask you the question again, to ensure you against mistake—Did you not receive a letter dated March 7th, 1861, signed by Mr. Collett, to yourself? I do not recollect. (*The Chairman handed to the witness a letter produced by Mr. Collett.*)
649. Will you look at that and refresh your memory? Yes; I received that letter, but it was when I was in Singleton. I did not know the letter referred to. I received none from the office; I received it personally from the Commissioner; it was put into my hands.
650. Have you a copy of that? I have that letter, but it is not here.
651. *By Mr. Hoskins:* Are you prepared to say that you are confident you received that letter? Yes, I believe I received it, but I cannot be certain.
652. *By the Chairman:* This is a copy of the letter you suppose you received? I believe I received such a document, but I am not certain; if I received it, I shall have it among my papers at home. (*The Chairman handed the letter above referred to, to the Clerk, who read the same. Vide Appendix O.*)
653. Will you produce the original of this letter at the next meeting of the Committee? I believe I received that letter, and if I have it at home I will hand it in.

APPENDIX.

A.

*Road Branch,
Department of Internal Communication,
Sydney, 8 February, 1861.*

Sir,

I am directed by the Commissioner to acknowledge the receipt of your report for the month of January, 1861, and to inform you that the works on Doughboy Diversion are under your immediate superintendence, as Mr. Bayley only acted to oblige the Commissioner, and should therefore be included in your monthly reports.

R. Quodling, Esq.,
Tamworth.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

B.

*Department of Public Works,
Road Branch,
Sydney, 5 July, 1861.*

Sir,

I am directed by the Commissioner to inform you, that Mr. Bayley has been appointed to the superintendence of the Bridge over the Yass River, at Hume's Crossing-place.
As Mr. Bayley will leave for Yass on the completion of the Page Bridge, the whole of the works at Doughboy will now be under your charge.

R. Quodling, Esq.,
Tamworth.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

C.

*Murrurundi,
27 June, 1861.*

Sir,

The original contract of Mr. Martindale for Doughboy Diversion, was signed for £6,379. 1,000 cubic yards of blue metal will be required, cost £235; added to which there will be some extras in the earth and rock excavations, amounting to £296; making a total of £7,000; for which amount the contractor is willing to hand over the entire length of 199 chains to your satisfaction, and as directed, and according to specification.

The Commissioner for Roads,
Sydney.

I have, &c.,
A. C. BAYLEY.

Approved—W. R. C.
28/6/61. Inform Mr. Bayley.

I hold Mr. Collett's original letter, which this is a fair copy.

*Doughboy Hollow,
12 August, 1861.*

A. C. BAYLEY.

R. Quodling,
Supt. N. Road.

D.

Mr. Martindale is to break 1,600 cubic yards of metal, and to pitch 2,800 lineal yards of road 18' X 9" X 6", for 6s. 6d. The metal to be laid on the pitching $\frac{1}{2}$ cubic yard to the lineal yard.

W. R. C.
18/4/61.

Mr. Bayley to send section and estimate of line from present diversion to join Doughboy Rise Bridge with a gradient of 1 in 30 to meet sideling. Ground section of bridge will suffice, as detailed plan can be made out in Sydney.

W. R. C.
18/4/61.

E.

Let the coping and finishing of the masonry be deferred until further orders, which probably will not be issued during the present year.

W. R. C.
26/6/61.

Let no more fencing than is delivered and split be put up until further orders.

W. R. C.
26/6/61.

Mr. Bayley is to substitute 3 piles instead of 4 piles in the several bridges on the Doughboy Diversion, unless some satisfactory reason to the contrary be shewn to the Commissioner.

W. R. C.
11/4/61.

Sawn planking-4" may be substituted for slabbing on No. 3 D bridge.

W. R. C.
11/4/61.

(No. 1 D.)

This bridge is to be shifted easterly, so as to improve the curve, and the elevation lowered, in order to make the gradient uniform to the big cutting.

W. R. C.
11/4/61.

I heroby certify that these are true copies from Mr. Bayley's book.

Witness—A. C. BAYLEY.
10 August, 1861.

OLIVER L. HANNINGTON.

Murrurundi,

F.

Doughboy.—Metal to be put on road $\frac{1}{2}$ cubic yard to the lineal yard, without being measured in heaps, as directed by Mr. Collett.

A. C. BAYLEY.

12 August, 1861.

G.

Department of Public Works,
Road Branch,
Sydney, 23 August, 1861.

Sir,

Referring to your letter of the 16th instant, in which you state that Mr. Martindale is not carrying out his contract for Doughboy Diversion in a satisfactory manner, and particularize the items complained of, I am directed by the Commissioner to inform you that Mr. Martindale has explained, personally, all the points at issue.

R. Quodling, Esq.,
Tamworth.

I have, &c.,
S. G. SHARP,
Chief Clerk.

H.

ROAD BRANCH.—DEPARTMENT OF INTERNAL COMMUNICATION.

Specification of work required for the construction of the Doughboy Diversion of the Great Northern Road, between Doughboy Village and the Willow Tree.

GENERAL CONDITIONS.

- Works.** 1. The work for which tenders are to be made, and to which this specification refers, comprises the providing of all materials, tools, labour, scaffolding, implements, workmanship, and every other thing requisite for the full and proper completion of all the earth-work, rock-work, stone-breaking, cartage, clearing, carpenters, smiths, pile-drivers, and painters' work, and all other work required in the construction of a new road, ten bridges, and numerous culverts, between Doughboy and the Willow Tree on the Great Northern Road, in accordance with the plans and this specification, and to the entire satisfaction of the Engineer for Roads.
- Tenders.** 2. The tenders to state the gross amount for which the contractors will be prepared to complete all the clearing and stumping, with a schedule of prices for the valuation of all other work.
- Schedule of prices.** 3. Prices for each description of work named in tender must be filled in.
- Tender to contain time and sureties.** 4. At the foot of every tender there must be a memorandum signed by the person tendering, and two other responsible persons as sureties, agreeing to be answerable for the due performance of contract in the event of the tender being accepted, and undertaking in that event that they will execute a bond, at the Office of the Crown Solicitor in Sydney, or at the Police Offices, Murrurundi or Singleton, within ten days from notification of acceptance, in the penal sum of five hundred pounds, for securing such performance; any tender not complying with these requirements will be rejected.
- Extras.** 5. No extra work to be paid for without the sanction of the Commissioner for Roads, and the production of an order, in writing, for its execution, signed by the officer in charge of the works; and an account must be forwarded to the Commissioner each fortnight, until the completion of the work, stating the quantity and cost of extra work done; in default thereof, the claim for such extra work shall be null and void. The price for any work not included in schedule is to be determined on previous to its execution, and set forth in the order for such work.
- Measurements.** 6. The measurements to be made according to the actual dimensions, notwithstanding any general or local custom to the contrary.
- Time.** 7. The work to be completed, and the road ready to be opened to the public by the 1st June, 1861.
- Nonfulfilment of contract.** 8. Should the Engineer for Roads be at any time dissatisfied with the mode of proceeding, or at the rate of progress of the works, or any part thereof, the Commissioner shall have full power to make use of all labour or materials which he may deem necessary, the costs of such labour and materials to be deducted from any money that may be then due, or may hereinafter become due, to the contractor; and should the contractor fail to proceed in the execution of, and to complete the works, in the manner and at the rate of progress required by the Engineer, the Commissioner shall have full power to cancel the contract, so far as relates to the works remaining to be done; and all sums of money that may be due to the contractor, together with all implements in his possession, and all sums of money claimed as penalties for the nonfulfilment of the contract shall be forfeited to the Commissioner, and the amount shall be considered as ascertained damages for breach of contract.
- Power to dismiss men.** 9. The Engineer or other authorized officer to have the power of immediately dismissing any agent or workman employed by the contractor, and of having removed off the works, even if fixed, any timber, materials, plant, or implements he may consider unfit or insufficient for the purposes intended, or at variance with the meaning and intention of this specification, the costs of such removal to be paid by the contractor.
- Contractor to have materials under Road Acts.** 10. Any advantages conferred by the clauses of the Road Acts for obtaining materials for the roads will be enjoyed by the contractor as the Commissioner's agent, but the contractor will be liable to the Commissioner for the amount of all damages to be paid under said Acts; and he is not to allow such materials to be used for other purposes, on pain of invalidating the contract, and having the reasonable costs of such materials or damage deducted from any moneys due or that may become due to him.
- Works to be set out.** 11. The work will be set out for the contractor, but he must satisfy himself of its accuracy.
- Discrepancies.** 12. The forms and dimensions of the different portions of the work are shown generally in the drawings, but where any discrepancy exists between the dimensions as indicated by scale, and those marked in figures, the figures are to be considered as correct, and are to be taken, in all cases, in preference to the measurement by the scale attached; and if there should likewise be any discrepancy between the figures, or dimensions, or the form of construction, or the material, as indicated in the drawings, and the dimensions and material given in the specification, the directions of the specification shall be adopted; and in all cases of defective description, or of any ambiguity, the explanation given by the Engineer shall be binding on the contractor; also anything contained in the drawings, or in the specification, shall be equally binding as if it were contained in both.
- Risks.** 13. The contractor to be liable to all risk from floods or other accident during the construction of the works, which are to be delivered up perfect and in good order.
- Payments.** 14. Payments to be made once a month as the work proceeds, on the certificate of the superintending officer, countersigned by the Engineer for Roads, in the proportion of 80 per cent. of the work actually executed, and the remaining 20 per cent. will be paid after the Engineer shall have certified that the whole of the works have been completed to his satisfaction. All moneys due on account of contracts will be paid to the credit of contractor in the Bank of New South Wales, or such other bank in Sydney as contractor may request.
15. To secure the proper quantity of metal being spread on the road it will be measured in heaps before being spread, as well as on the road when spread, and the contractor is to give notice to the Road Superintendent when a heap of metal is ready.
16. In all payments on account of contracts the money due will be paid into the Bank of New South Wales, or to such other bank in Sydney as the contractor may request.

Specification

Specification for Road Works.

This contract commences at centre of intersection of High-street with Long-fellow-street, in the village of Doughboy Hollow, and extends 199 chains 26 links down Doughboy Creek. Contract commences.

The plan, which is drawn to a scale of two chains to the inch, shows the course of the line; the centre red line represents the line of the stakes, which are driven down at intervals of one chain (with a few exceptions shewn on plan.) The section, which is drawn to the same horizontal scale as the plan, and a vertical scale of 20 feet to the inch, represents the surface of the ground in black, and is taken along the centre line. Plans and sections.

The other sections and drawings represent, generally, the forms and dimensions of the several works, and are as follows:—

- Nos. 1 and 2, plans.
- Nos. 3 and 4, longitudinal sections.
- Nos. 5 and 6, cross sections.
- Nos. 7, 9, and 10, drawings and details of bridges.
- No. 8, general drawings of bridges.
- No. 11, drawing of culvert.

The first step to be taken will be the clearing; the entire contract is to be cleared, $1\frac{1}{2}$ chains wide, and the stumps removed, except on the sites of the higher embankments, where the stumps may remain in the ground. Tenders to state a bulk sum for the clearing. Clearing.

Ditches averaging 4 feet wide at top, $1\frac{1}{2}$ feet deep, and 1 foot wide at bottom, to be cut on the upper side for the entire length, with proper outlets, &c., to the culverts and bridges. Ditches.

Previous to making any of the side cuttings or embankments, or to forming the road surface where there is no cutting, if required, all the loose stones are to be removed and piled where directed, to be ultimately used as metal; where there are embankments in earth exceeding 3 feet in height, benches $3\frac{1}{2}$ feet wide and 2 feet deep are to be cut on the side of the bank as will be directed;—this to be done and inspected by the Road Superintendent before any material is filled into them. Stones to be piled.

The material from the cutting is then to be deposited where pointed out by the Road Superintendent or overseer. The quantities of bank will be found in most cases in excess of cutting; the deficiency is to be supplied from side cutting, to be made where directed; if possible, to be taken from side of bank, so as to widen road; where the cutting is in excess after all banks within six chains either way are made up, it may be applied to widening banks near cutting. Care is to be taken to provide sufficient material for shrinkage of banks, and to keep the hardest and most suitable material on the top. Embankments.

The excavations to be made of the depths shewn on longitudinal section; to be 30 feet wide at that level from commencement of work to chain 50, and thence to end to be 24 feet wide; to be formed with a convexity of 8 inches to 1 foot in the entire width, leaving a corresponding water-table at foot of slopes. Dimensions of excavations.

The slopes of cuttings to be in rock $\frac{1}{2}$ to 1, and in earth 1 to 1, banks to be as shewn on cross-sections; and where no cross sections are shewn, to be $1\frac{1}{2}$ to 1; where slopes of embankments are shewn steeper than 1 to 1, the best rubble from the cutting is to be selected for the outside, and carefully hand-packed as directed. All the batters to be neatly trimmed off with proper battering rules to be provided by the contractor for this purpose. Slopes.

The earth-work must be well punned round the abutments of all bridges, culverts, and retaining walls; where the road is merely formed without any cutting it is to be 30 feet wide, water-tables 9 inches deep, stumps and roots to be thoroughly eradicated, and holes filled with gravel or broken metal. Punning.

The masonry of retaining walls, where required, to be of well-bedded rubble, laid with as little mortar as may be, with the largest face downwards, the upper surface brought to a uniform level at the height of every course of the face work, and thoroughly filled with mortar at such level, the faces to have a batter of 2 inches to the foot; the footings to be carefully laid well below surface, and to be the largest stones to be procured within reasonable distance; each perch of work to have 2 thro' bonds; the wall to be coped with a heavy course not less than 2 feet in width; the back of wall to be built plumb with sells off as in drawing. Masonry.

Fencing.

The fencing to be sound ironbark, box, or red gum, 2 rail fence, with posts not less than 9 feet long $8'' \times 4''$, or round posts 9" in diameter at the small end, each to be charred for $3\frac{1}{2}$ feet in height, well rammed, securely and firmly fixed; the rails to be 9 feet long, $6'' \times 2''$ fitted accurately into the posts; the ends of the rails to lap. Fencing.

When the formation, fences, and bridges, are completed, the traffic is to be turned on to the road during fine weather, until formation is thoroughly consolidated; the maintaining convexity with fresh approved material and filling up ruts must be carefully attended to by contractor. Formation.

All portions of the road directed to be metalled, to be metalled as follows:—The metal to be of the best and hardest available stone, the blue columnar basalt broken to a $2\frac{1}{2}$ inch gauge, free from earth, sand, chips, and other impurities; to be spread to a width of 18 feet, 9 inches deep at the centre and 6 at the sides, in two layers of equal thickness, the first to be consolidated before the second is put on. All the stone for the first layer may be broken at whatever time suits the contractor, and when the entire is ready to be spread, will be measured in heaps by the Superintendent or other authorized officer; it must then be all spread before the metal for the second layer is broken. Metal.

The other portions of road are, if required, to be ballasted with the best approved clean river or ridge gravel, free from all earth, to be put on 18 feet wide 9" thick at the centre and 7" at the sides, both metal and ballast to be maintained until thoroughly consolidated, and if necessary fresh material put on to keep up convexity. Ballast.

Bridges.

The Bridges to be as follows:—

- No. 1.—A simple beam bridge of 2 spans of 20 feet each, and one span 15'0.
- No. 2.—A simple beam bridge of one 20 feet span.
- No. 3.—A simple beam bridge of two 21 feet spans.
- No. 4.—A simple beam bridge of three 21 feet spans.
- No. 5.—A simple beam bridge of one 25, and four 21 feet spans.
- No. 6.—A bridge of three 50 feet spans under-trussed, and one 21 feet span, beam with corbels.
- No. 7.—Three 25 feet spans, beams with corbels.
- No. 8.—A simple beam bridge in two spans of 20 feet.
- No. 9.—One queen-truss 50 feet span, with three 21 feet spans, girders and corbels.
- No. 10.—One under-truss of 50 feet span, with two 21 feet, and two 18 feet beams with corbels.

The timber for all the bridges to be of approved red gum or ironbark, the floors to be of stringy-bark, to be of the full dimensions shewn on drawings, perfectly straight, free from wanes, shakes, gum veins, and cores, with perfectly clean sharp arisses, whether sawn or hewn. Timber.

The iron-work for all the bridges and culverts to be of the best English iron; the nuts to be truly fitted on strong clean cut threads, all bolts to have washers, and the iron-work to be heated and dipped three times in linseed oil before fixing. Iron-work.

The entire of the timber-work, except slabbing and handrails, to get three coats of Stockholm tar, the first to be laid on hot; the hand-rail to be painted three times white, and joints and butting surfaces over ground to be twice coated with Stockholm tar when fixing, and all timber under or in contact with the ground to be charred.

- Piles.** All piles to be round, not less than 12 inches in diameter at the small end, pointed, and if required shod with 20 lb. shoes; the portions over ground to be hewn 10 or 12 inches square; all the portions driven in ground to be charred; where rock does not occur, piles must be driven at least 12 feet, and tested as may be directed by the Engineer; the piles to have a ring $4 \times 2\frac{1}{2}$ on the head when driving; the capsill to be mortised on piles.
- Sills.** When the nature of the ground, rock, bottom, or other cause, will not admit of piles being driven, the contractor to excavate and lay down 12 sills, and tenon the uprights in same, securing them with straps 2 feet long, $2\frac{1}{2} \times \frac{1}{2}$ and $\frac{3}{4}$ bolts, the remainder of framing to be as in drawing, the sill to be at least 4 feet below the surface of the ground and packed in with heavy rubble.
- Beam bridges.** For the bridges 1, 2, 3, 4, 5, 7, and 8, the girders to be 11×14 for all spans over 21 feet, 11×13 for all over 16 feet, and 11×12 for all less than that span; the girders to be five in number; the external girders to be scarfed on capsills and secured to piers by holding-down strap-bolts, with straps $3 \times \frac{1}{2}$ and $1\frac{1}{2}$ inch tangs, and bolted to piers by $\frac{3}{4}$ inch and 1" bolts as in detailed drawing No. 7; the remainder of the girders to be lap-jointed as in drawing, and secured to capsills with $\frac{3}{4}$ bolts, one bolt in each girder.
- Beam with corbels.** Bridge No. 7 to have corbels under the beams 12×12 , secured as shewn in detailed drawing No. 10.
- Floors.** The floors of 1, 2, 3, 4, 5, 7, and 8, to be 12 feet wide between hand-rails, to consist of stringy-bark, ironbark, box, or red gum slabs, 4 inches thick and not less than 7 or more than 10 inches wide, to be long enough to span two of the openings between girders, the joints to be broken, to be secured to girders by $\frac{1}{2}$ inch jagged spikes 7 inches long, one spike at each intersection of girders and two at each end of each slab; the slabs to be lined and laid close, adzed, and firmly seated on girders; a marginal log 9×5 to be spiked to external girder with $\frac{1}{2}$ inch spikes 18 inches long.
- Under-strutted bridges.** Bridges Nos. 6 and 10 to be under-strutted, as in detailed drawing No. 10.
- Under-strutting.** Each of the wide bays to have two stringers 12×12 resting on corbels 12×12 , with a straining piece 9×10 and 2 under-struts 10×10 , all properly fitted and fastened as in drawing.
- Girders on corbels.** The smaller bays to have 3 girders, 13×10 on corbels, secured as in drawing.
- Floors.** The floors to be carried by joists, in the larger spans where there is no intermediate girder, to be $10 \times 3\frac{1}{2}$, calked 1 inch, and in the smaller spans 9×3 , all skew spiked to the girders.
- The floor to be 4 inch diagonal planking, laid close and spiked to the joists with $\frac{1}{2}$ inch wrought iron spikes 7 inches long, bearded 3° , one spike and two spikes alternately in each plank, flooring to be adzed off fair when laid.
- Queen truss.** No. 9 to have one 50 feet queen-truss span as in detailed drawing, the stringer to be 14×10 , the straining beam 12×9 , braces 12×9 , minor braces 10×9 , and joists 6×9 , corbels 12×10 , $1\frac{1}{2}$ inch suspension rods, joists to be 3×10 in large opening, and floor and remainder of superstructure same as for Nos. 6 and 10.
- Hand-rail.** The hand-rail for all the bridges to be as in detailed drawing. Posts, with the exception of in No. 9, is to be secured to stringer with $\frac{1}{2}$ bolt, and to floor with iron collar strap $1\frac{1}{2} \times \frac{1}{2}$, spiked through floor to girder.
- In No. 9 the posts to be bolted to joists, as in drawing; all posts to be 6×4 .
- Top rail to be 6×4 with chamfered arrisse mortised on and spiked to posts, as in drawing; the intermediate rail to be 4×3 halved into and secured to posts by treenails, and with outside struts 6×4 over each pier, heel of strut to be tenoned into capsill and spiked to it, head to be let into and bolted to post with $\frac{1}{2}$ inch bolts.
- Slabbing abutments.** The landward side of all abutments to be slabbed in the same manner as floor, 4 round posts and small piles are to be driven and slabbed to retain foot of embankments at bridges where ground is steep.
- Culverts.** Culverts to be as in drawing, to be erected where pointed out by Road Superintendent, and in accordance with drawing No. 11.
- The timber framing to be all round timber, piles to be driven as for bridges, except in rock, when holes 2 to 3 feet deep are to be cut to receive the end of uprights, which are to be firmly wedged in with timber or stone wedges, the capsills to be tenoned on and spiked with $\frac{3}{4}$ inch jagged spikes 20 inches long to uprights.
- The girders, 6 in number, to be firmly seated and spiked on capsills, the face girder to be hewn with under arrisse square and to extend back on each side, as in drawing, the ends to be supported by piles, the floor to be of slabs as specified for some of the bridges.
- The landward side of abutment and the space between angle and wing piles or uprights to be sheeted with 4 inch slabs in the same manner as floor.
- The hand-rail to be, as in drawing, of the same general character as in bridges, but no hand-rail on upper side, nor no struts to posts, which are to be spiked instead of bolted to girders and capsills.
- The box drains to be formed of 3 inch planks well fastened together with 4 inch nails and cleets 3×4 , and continued in every instance to the foot of the slopes, to be placed where directed by the officer in charge of the works.
- Tenders to contain a price for each culvert and box drain respectively, as the quantities of work in them will not be measured with quantities in bridges.

I.

Road Branch,
Department of Internal Communication,
Sydney, 5 February, 1861.

Sir,

In reference to your letter of the 2nd instant, reporting on works at Doughboy Diversion and Murrurundi Gap, I am directed by the Commissioner to inform you that Mr. Martindale's price for cutting (1s. 10d. per cubic yard) is approved of, but for the deviation only. The gravel over the metal one quarter of a cubic yard per yard lineal, at 4s., is also approved of, with guard logs placed as suggested by you.

I am also to request that in future you will send all letters and reports on official paper, with a quarter margin for letters and half margin for reports.

A. C. Bayley, Esq.,
Murrurundi.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

J.

Doughboy Hollow,
24 October, 1861.

Sir,

I have the honor to acknowledge your favour of the 20th instant, requesting me to forward you certificate of vouchers for the following items, viz. :-

£476	18	9
300	0	0
200	0	0
<hr/>		
976	18	9

paid

paid to Mr. Martindale on account of Doughboy Diversion contract, making a total paid to Mr. Martindale of £6,000.

With all due respect to your wishes, I must, on the present occasion, decline, for the present, signing these documents, for reasons which I have now the honor to submit to you :—

Clearing Contract.—This has not been carried out to specification. The clearing of the main road is bad, there being many stumps left protruding above ground; and along the embankments the timber is still lying, not having been cleared away; in fact, in many places the banks are formed, or resting upon, the uncleared timber.

Embankments.—On entire length of road not trimmed as specified in specification.

Priming.—The priming of earth-work around abutments of bridges, culverts, and retaining walls, has not been performed.

Consolidation.—To this clause I would call your particular attention.

The pitching is bad; in many places much sunken, in consequence of the road not being well consolidated before commencing work; and I am afraid much difficulty will be found in keeping up the proper convexity.

Fencing.—Only six panels of fencing put up.

Metal.—This is another very important item. We have neither proper quantity nor quality; the principal portion supplied by the contractor being a description of shale, not basalt, as specified. 1,511 c. yds. of metal have yet to be spread, of which 1,016 are not yet broken, to make up the quantity required.

Bridges.—Only one bridge is finished—Fon Chin; for particulars of the other I beg to refer you to the enclosed statement of quantities of work to complete the same.

Flooring.—Neither tarred nor spiked as specified; only one spike being put in each end of slabs.

Slabbing.—The slabbing of abutments and landward side to hold embankments not slabbed; the contractor was wishing to make this an extra charge, although specified in specification.

Doughboy Creek.—In many places the creek is blocked up, through the earth from the cuttings having been tipped into the creek; the same with the big cutting.

I think I have now enumerated the most important objections; and when taking into consideration the amount required to complete the works, which I estimate at £1,800 to £2,000, and with the 20 per cent. to be deducted from the total amount of contract, £1,400—which, added to the £2,000, ought to leave a balance of £3,400, whereas I find only £1,000 in hand to complete contract. Under these circumstances I have felt it my duty to decline signing vouchers; but on your exonerating me from all liability or censure, and still wishing me to sign after this explanation, I shall be ready to do your request, on receiving a communication to that effect.

Robert Quodling, Esq.,
Road Superintendent,
Tamworth.

I have, &c.,
OLIVER L. HANNINGTON,
Road Overseer.

P.S.—The estimate herein made for completion of works is made from the measurements taken October 12th, 1861.—O. L. H.

K.

Doughboy Hollow,
8 October, 1861.

Sir,

According to instructions received from you, I, in conjunction with Mr. Donaldson, have measured the whole of the works of Doughboy Diversion contract, and have now the honor of forwarding the same.

Enclosed you will find an abstract measurement of all work done up to the 30th ultimo, also work done from the 12th of August up to the 30th September, with detail quantities to complete bridges, also alterations from specification.

Should you require a detailed account of the measurements of earth-work, rock, &c., I will, on receiving an intimation to that effect, forward the same.

Robert Quodling, Esq.,
Road Superintendent,
Tamworth.

I have, &c.,
OLIVER L. HANNINGTON.

P.S.—I also enclose August voucher for maintenance men, duly signed.—O. L. H.

L.

Tamworth, 3 November, 1861.

Sir,

I do myself the honor to inform you that I received a letter from the Commissioner for Roads, informing me that you had accepted my resignation. I do not know what remarks Mr. Collett may have made when submitting my resignation to you, but I sincerely hope you will have the matter thoroughly investigated. Everything that I stated in my letter to Mr. Collett I can substantiate.

If the matter is thoroughly investigated, you will, I think, see that I had good cause to state that "I could not continue in my present employment with credit to myself, or in justice to the Government." All that I ask is an inquiry into the matter.

I can produce documents to prove that there is a regular loose and discreditable system carried on since Mr. Collett has been in office.

I will prove to you that monies have been paid before they were due; and further, which I consider of great moment, that there is not sufficient funds in hand to complete the contract—Mr. Martindale having received £6,000, the total amount of contract being £7,000; and I can prove that it will take £2,000, independent of the work which ought to be condemned, to complete the works satisfactorily. I can also disclose many matters that I think will be rather discreditable to any gentleman holding an appointment as Commissioner for Roads.

I was not premature in sending in my resignation; the case is of such a glaring nature that many gentlemen not connected with the department have noticed the flagrant way in which this contract has been carried out.

I will proceed at once to Sydney; and if you would kindly honor me with an interview, I am confident that you will say that I have acted in a fearless, upright manner.

To the Honorable
the Minister for Public Works.

I have, &c.,
ROBERT QUODLING.

M.

Department of Public Works,
Sydney, 12 November, 1861.

Sir,

I am directed by the Secretary for Public Works to acknowledge the receipt of your letter of the 3rd instant, relative to the causes which led to your resignation of the office of Superintendent on the Great Northern Road, and to inform you that, in compliance with your request, Mr. Secretary Arnold will see you on any day previously arranged between you and myself.

Mr. Robert Quodling,
Tamworth.

I have, &c.,
JOHN RAE.

N.

N.

(Circular.)

Department of Public Works,
Road Branch,
Sydney, 26 August, 1861.

Sir,

I am directed by the Commissioner to call your particular attention to the fact that contractors under present arrangements are all bound to time, under certain penalties. Should any delay, therefore, arise from the absence or omission of the Road Superintendent, Overseer, or Ganger, (as the case may be,) in laying out the work, measuring metal, or otherwise impeding the operations of the contractor, the penalties cannot with justice be enforced. As the general conditions require "the works to be completed to the entire satisfaction of the Commissioner and Road Superintendent," the risk of doing wrong lies with the contractors, and any alterations from the specification comes under the same category, but in no instance ought the contractors to be hindered or stooped in the carrying out of their engagements.

As regards the substitution of pitching in lieu of ballasting, every facility should be given to the contractors, provided the expense does not exceed the original amount specified for ballasting or metalling in the contract. In any case of excess the question is to be referred to the Commissioner, for his decision.

R. Quodling, Esq.,
Tamworth.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

O.

Singleton, 7 March, 1861.

Sir,

When you were directed to superintend the Doughboy Diversion contract, it was with a view to push forward the works as much as possible, and to give every facility to the contractor, by sending in returns, less ten per cent., of all work, at least every fortnight; and if you had any doubt on this point, or on the portion of this contract which I required first completed, it was your duty to make the necessary inquiries. If you had been at your post when I surveyed the Doughboy Diversion you would have known what my wishes were. I have directed Mr. Bayley to superintend the wood-work, and you will take the earth-work of the Doughboy Diversion, independently of each other. You will send a detailed report of all the principal works in your district, and also the balance in hand of any moneys appropriated in 1860, specifying each appropriation. Send this to Sydney by Monday's mail.

R. Quodling, Esq.,
Tamworth.

Yours faithfully,
WILLIAM R. COLLETT.

THURSDAY, 5 DECEMBER, 1861.

Present:—

MR. DALGLEISH,	MR. T. GARRETT,
MR. DANGAR,	MR. LUCAS,
MR. DICK,	MR. MARKHAM.

W. FORSTER, Esq., IN THE CHAIR.

Mr. Robert Quodling, again called in and still further examined:—

- Mr. Robert Quodling. 654. *By the Chairman:* Have you been able to find copies of the two letters referred to at our last meeting? No; I have written up for them to Tamworth; I find I have not them with me.
- 5 Dec., 1861. 655. You think you will be able to produce them? I will be able to produce them.
656. *By Mr. Dalgleish:* I think you stated that you had no definite duties—that your duties were not defined? They were not defined by any instructions.
657. In what light did you consider these letters you have handed in—these written instructions to take charge of certain portions of the work? I thought I would have to act up to them.
658. You considered them as instructions? Yes; I had no regular instructions as to the mode of carrying out my duties.
659. And you acted on these? Yes.
660. In the first instance you considered that you had the general charge over the entire works? Yes.
661. And then you received a communication to take charge of the earth-work only? Yes.
662. And afterwards a communication that you were to take charge of the whole work again? Yes.
663. Without any definite instructions as to what were your precise duties? Without any definite instructions, only the documents I received from Mr. Bayley when I took them over.
664. When you received the appointment of Superintendent of Roads, how did you receive it—in what manner? I never had an appointment from the office when I was promoted.
665. Had you a letter notifying the fact? I had a letter notifying the fact that I had been appointed Superintendent of the second district of the Northern Road.
666. Were you then on the Northern Road? No, the Western.
667. You were removed from the Western to the Northern Road? Yes.
668. Did your instructions tell you what part of the Northern Road you were to proceed to? Yes; I started from Doughboy to Armidale.
669. Have you a letter appointing you superintendent? Not with me; I had a letter.
670. Is that one of the letters you promised to furnish to the Committee? No.
671. Will you append that to your evidence? Yes; I will see if I can get it; I am not certain if I can get them down; my things are locked up at Tamworth, and I have no person I can trust there to go to my papers. I will try to get them down, but there will be some delay.

672. In what position were you prior to being superintendent? I was first-class overseer of the Western Road. Mr. Robert Quodling.
673. You became conversant with the duties and with the mode of conducting the business of road making? Yes. 5 Dec., 1861.
674. Were you in the habit of receiving instructions from a superior officer, when you were an overseer? Yes, from the engineer.
675. Then you received definite instructions as to what you were to do? Yes; it was left to my own judgment to carry out the works.
676. As overseer? Yes; money was placed at my disposal, and I was to expend it in the best way I could.
677. In what respect did the duties of superintendent differ from those of overseer? The duties were very little different. I was directly under the Engineer for Roads, when I was overseer over the Western Road. When I was superintendent I was not so much under his eye. The duties are the same, or nearly so; there is no difference.
678. Are you aware of having committed any errors in carrying out the works entrusted to your charge? I have not been informed that I have committed any errors.
679. You have not been found fault with for incapacity? No.
680. Have you any reason to suppose you were not considered capable of carrying out the works? I never had reason to suppose so.
681. No fault was found with you? No fault at any time.
682. Do you know that portion of the road known as the new cutting on this side of the mountain, this side of the Doughboy Hollow? Liverpool Range.
683. Known as the new cutting—was that a portion of the line under your charge? No.
684. In bringing out the quantities for the different bridges, do I understand that these quantities were the materials, short of what should have been expended in the bridges? Yes; that was the state they were in when I objected to certify to the return.
685. Were they considered to be finished? No.
686. What was your objection? My objection was to certify to the return, because the amount was not due. I took out the quantities to see the amount it would take to complete the contract; and, adding the amounts together that had been expended, I thought there was not sufficient in hand to carry them out according to the specification furnished.
687. Was it understood by you that the full amount of cubic yards of stone contained in the two orders you received from Mr. Collett had to be broken and supplied by the contractor? Yes.
688. You complain that that order was not fulfilled? It was not fulfilled.
689. Although he was paid for the full order? He was paid for the full order; he was paid on account of the contract. The amounts he received were paid on account of the contract generally.
690. Your complaint is, that larger amounts of money have been paid than is warranted by the state of the work? Yes; that was my complaint—one of my complaints.
691. The works not being finished? Sufficiently finished for the advance.
692. The broken stone short of the contract could have been insisted upon being supplied before the money in hand was paid? Yes.
693. You think the money in hand was not a sufficient guarantee? There was not sufficient in hand to complete the work.
694. Were any bonds taken for the completion of the work? I believe there were.
695. Would they not have been sufficient to have compelled the contractor to finish the work in a proper manner, if it had not been performed satisfactorily? I think not, for if they had deviated from the general conditions of the contract —
696. The contract was broken? The contract was broken. It states in the contract, payments to be made at the rate of eighty per cent. as the work is proceeding. I consider that clause broken.
697. Have you seen the bond papers? I never saw them.
698. You do not know the nature of the bond? I know the nature of general bonds for contractors.
699. What is the general bond? I could not describe it, but I have seen the general bonds signed by them.
700. Is it—the work to be completed to the satisfaction of the overseer? I am not certain whether it states that. The bonds are kept in the office; they are not kept by me; in fact I did not witness the signature.
701. The discretion you had to exercise at Doughboy Hollow was of the same nature as that you exercised as overseer of roads? Yes, similar.
702. Had similar cause of complaint arisen when you were overseer of the Western Road, would you have adopted the same course you have done now? Exactly the same.
703. *By Mr. Hoskins:* What was your office—what situation did you fill under Government? I was Superintendent of Roads.
704. The district you had charge of was from Doughboy to Armidale? Yes.
705. Are you an engineer by profession? Not by profession; I have been employed on works for the last eight years.
706. Are you a civil engineer? I am not a civil engineer.
707. What salary did you receive? £400 per annum.
708. Is it not the fact that superintendents of roads are generally civil engineers? I believe not.
709. What induced you to resign—I do not clearly understand even now? My reason for resigning was this:—I found no notice was taken of my repeated reports about the works; I was set aside altogether; and the contractor's personal explanation was considered sufficient.
710. Who did you report to? To Mr. Collett; and he referred personally to him.

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711. Did you not consider it your duty as a public servant, if you saw a contract not properly performed—if in fact the public were robbed, for I can apply no other term to it, if a contract is not performed according to the specification—would you not consider it your duty, before tendering your resignation, to make the Minister of Works acquainted with this violation of the contract? My reason for not placing the matter in the hands of the Minister for Works was, that I thought the matter might be burked. I wanted to have it investigated by a Committee.
712. Did you not consider that, as your superior officer, as the gentleman in charge of your department, it was your duty to make your report to him? I did not consider that it was my duty to make the report to the Minister of Public Works.
713. You considered it to be consistent with your duty as a public servant to see a contract violated, and to take no notice of it? The Commissioner of Roads was quite aware the state the work was in, I presume.
714. Has the Commissioner of Roads never complained of your remissness in attending to your duties? Never till after I resigned.
715. Had he never previously? Never.
716. Did you ever reside in Murrurundi? Never.
717. Did the Commissioner of Roads never complain of your being too frequently at Murrurundi away from your district? Never.
718. Do you mean to say that at no time Mr. Collett has complained to you of your being away from your district? Never at any time.
719. Did you consider that you had a concurrent responsibility in the charge of this work with Mr. Bayley? I had when Mr. Bayley was on this work.
720. An equal responsibility with him? An equal responsibility with him.
721. Did Mr. Collett never intimate to you that you were to act under the instructions Mr. Bayley received from him, and to receive your instructions from Mr. Bayley? Never.
722. Did not Mr. Collett ever inform you that Mr. Bayley would have charge of the bridges and masonry. Yes, he did.
723. Did he not tell you you were not to interfere with that part of the contract? At that time I did not interfere with it.
724. Did you not tell us yesterday that you had charge of the contract? I had the whole of the contract till I received that letter. Mr. Bayley took his work separate from mine only for a very short period. I can give you the date, but I have not it with me now.
725. Do you mean to say that Mr. Collett was so satisfied with the manner in which you had performed your duty that he told you he would recommend you for an increase of salary? He told me at Singleton, that if I applied for an increase of salary he would lay my application before the Minister for Works. In fact, he promised me an increase before.
726. Do you know whether he ever did make an application for an increase? I do not know.
727. You never received any reply? No.
728. Was it not the fact that you received a letter some time in March, telling you that he could not place that confidence in you, in the management of the contract, that he had expected? No, I do not recollect receiving any such letter.
729. Did you receive any letter in March, altering the instructions? I believe that is the letter which has been referred to.
730. Have you it now? No, I have not; I have written for it; if the letter is sent to me I can produce it. At the time the letter was written to me I was on Glen Innes Road, and had charge of that from the Bench of Magistrates at Armidale; that was my reason for not being at my post, as was stated.
731. One thing you have remarked, namely, that you did not send vouchers in every fortnight—Were you in the habit of sending in fortnightly vouchers with reference to other contracts? Yes.
732. This is the only exception? Yes.
733. Why did you not send fortnightly vouchers in, in this instance? Because I felt that the Commissioner of Roads was paying the contractor more money than was due, and I could not send in my returns. I could never tell how the contract stood. Perhaps on the very day when I sent in a return, the contractor might receive £500 on account. He could get money whenever he chose to telegraph for it.
734. Do you know whether Mr. Martindale had ever had contracts in New South Wales previous to this? I believe he has had several on the Liverpool Range.
735. Do you know whether Mr. Martindale has been in the habit of contracting for public works, here, in England, and in Victoria? I believe he has.
736. Do you know whether there has ever been any complaint of Mr. Martindale having performed a contract negligently in any part of the world? I have heard a great deal about Mr. Martindale, but I know nothing about these works.
737. You never heard anything against his reputation as a contractor? No, I never heard anything; I cannot speak of anything.
738. You say you had concurrent responsibility with Mr. Bayley—can you tell me the amount of money certified by Mr. Bayley and by yourself, between March and June of the present year? I have not my book with me. The amount will be on the vouchers, which can be produced.
739. Did yourself and Mr. Bayley jointly sign vouchers? Yes.
740. To what extent have you signed in the aggregate? I cannot tell from memory, but I will have every entry and copy of voucher forwarded.
741. I believe, by the specification, twenty per cent. was to be withheld—was it twenty or ten? Twenty.

742. That twenty per cent. you say was not withheld? I think not.
743. Can you tell whether there was work performed under your own and Mr. Bayley's supervision amounting in the aggregate to £5,300? I could not tell you; I think not.
744. Can you tell how much money the contractor received? £6,000, I believe.
745. Has he still money due? I believe £1,000 is due to him.
746. What was the amount which was considered to be sufficient to perform the contract from the time you left up to its completion, according to the specification? I estimated the works at £1,800, to complete them according to the specification; and this, with the twenty per cent. to be retained, £1,400, would be £3,200, which should have been in hand.
747. *By Mr. Markham*: What was there in hand? £1,000.
748. *By Mr. Hoskins*: Did you ever make written objections to Mr. Collett, as to the manner in which the contract was performed? Yes; I handed the letters in yesterday, and I mentioned in my monthly and fortnightly reports, about the manner the work had been carried on.
749. You never at any time made any written objection to the Minister for Works? Never, at any time.
750. You would have considered, if you had seen the contract being carried out in direct violation of the specification, that it was not your duty to make representations to the responsible minister? It was not my duty, for Mr. Collett being the officer over me, his explanation would be taken before mine.
751. Do you know whether Mr. Collett has the power to alter contracts? I dare say he has.
752. You think he may have the power without consulting any person? He may have.
753. You do not know? I do not.
754. Have you ever seen money paid to a contractor without having a voucher signed by the officer in charge of the works? Never before.
755. Did you not say that the earth-work was not properly consolidated before it was pitched? Yes.
756. How long were you generally in the habit of allowing a newly-formed road to remain before it was pitched—did you allow drays to pass over it? We allowed light traffic to run over it in fine weather. The clause with reference to consolidation was left out in this specification. The consolidation of the embankment would take about a couple of months.
757. In this case drays were allowed—? The pitching was put on before the drays went over it—before it was consolidated.
758. In some cases you say broken metal was put upon clay? On the ordinary earth-work.
759. But according to the specification, this should have been pitched before the metal was put on? That clause about pitching was substituted, and the same price was paid per cubic yard as for broken metal.
760. How could the traffic be brought on to produce what you call consolidation, before the bridges were built? The bridges should have been built at the same time as the earth-work was carried on, so that they might have been finished together.
761. Would it not be impossible for drays to travel over the road till the bridges were finished? It would have been possible; of course the drays could work between the bridges where the bridges were not completed, but there was no opportunity for consolidation after, because the metalling and pitching was all done.
762. If drays were travelling on this road frequently between where these bridges were to be erected, would not the drays cut away the embankments and destroy the water-tables? The drays would consolidate the embankments.
763. Would they not destroy the side drains? No, they would not destroy anything. There is a clause in the specification that the convexity is to be maintained by the contractor for a certain time, till it is properly consolidated.
764. Would not this cut up the crust of the road? That is the object—to get the whole formation hard.
765. Would you not have been empowered to stop the traffic yourself without receiving any instructions from Mr. Collett, if you thought the traffic were injuring the road previous to its being metalled and pitched? There was no traffic on the road previous to its being pitched and metalled.
766. A much smaller quantity of metal has been placed on the road than was comprised in the specification? Than was comprised in the contract—in the memos. handed over to me by Mr. Bayley when I took charge of the works.
767. Is that the customary way of handing over to a person the charge of a road—to give him memoranda? I believe that is Mr. Collett's system of carrying out the works. I believe he does that with other superintendents.
768. Have you been under any other gentleman in charge of roads? Yes.
769. Was he in the habit of giving similar memoranda? No. I was made acquainted with every thing officially; everything came through the office in Sydney—the Road Branch.
770. You had formal instructions, not small memoranda? Yes.
771. Did the contractor use a roller, in order to consolidate the work done? He had a piece of a tree—a log—drawn by one horse. He used to run that over it at intervals through the day, but it was of no use at all.
772. That was not included in the specification; it was an extra trouble and expense to him? It was not used often.
773. *By Mr. Dalgleish*: Can you tell the weight of the tree? No; I could tell you the weight; it was a log about 16 inches in diameter and 7 feet long.
774. *By Mr. Hoskins*: When you saw this shale being placed on the road, did you never point out to Mr. Collett that it was a very inferior article and a direct violation of the contract?

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- contract? I did point out that it ought to have been broken metal. I said to Mr. Collett, "Do you approve of this metal?" He said "I do," and I thought that was sufficient.
775. Have you ever seen shale used in place of basalt? I have seen it in this case, but in no other work that I have carried out; I have never allowed it to be used.
776. Are you aware that it is not as durable? I am.
777. When you pointed out these heaps of shale to Mr. Collett, did he assign any reason why shale should be substituted for basalt? No, he assigned no reason.
778. *By Mr. Dalgleish*: Did you certify for the stone before Mr. Collett saw it? No, I paid the contractor an amount on account; it was mentioned on the H form—"On account of the Doughboy contract."
779. Did you certify for any part of that that was broken as shale before Mr. Collett saw it? Not before Mr. Collett saw it.
780. *By Mr. Hoskins*: I understood you to say that you were not allowed to measure the heaps of metal broken? I was not allowed. I received a memo. in August, from Mr. Bayley, stating that the Commissioner had directed him that the metal was to be put on half a cubic yard to a lineal yard without measurement, and that memo. he gave to me at the time.
781. *By Mr. Dalgleish*: Have you handed that in? Yes.
782. *By Mr. Hoskins*: Then you were not furnished with the specification of the actual quantity of metal in the aggregate that was to be laid on the road? I had the documents under which Mr. Bayley was supervising the contract.
783. At that time Mr. Bayley had the sole charge? Who I took it in August he had. They found I was condemning the work and putting them to more trouble, and I was told quietly I was to have nothing more to do with the works.
784. Who told you that? Mr. Bayley, I believe, was informed by letter.
785. Mr. Bayley was informed by letter that you were to have nothing to do with it? That he had sole charge of the works. I think I received a note from Mr. Collett—I am not certain.
786. When you represented to Mr. Bayley that the contract was not faithfully performed, you were informed that you were not to interfere? The contractor objected to having two superintendents on the work, and Mr. Bayley was then directed to take the entire charge, and I went on with my other duties.
787. You left the contract? I used to visit it and go over the works, but I never interfered with Mr. Bayley. At that time I used to go over the works frequently.
788. In the specification it is provided that "All portions of the road directed to be "metalled—to be metalled as follows:—The metal to be of the best and hardest available "stone, the blue columnar basalt, broken to a 2½ inch gauge, free from earth, sand, chips, "and other impurities; to be spread to a width of 18 feet, 9 inches deep at the centre, and "6 at the sides"—was that part of the contract complied with? It was not, because this memo. that I received did away with the clause altogether. Mr. Collett substituted pitching for metalling, and paid the contractor the same price for rough stone as for blue metal. The memo. I received when I took charge from Mr. Bayley was sufficient for me to take no notice of that clause.
789. In no part of the contract is the metal 18 feet wide, 9 inches deep at the centre and 6 at the sides? No, he substituted pitching for metalling.
790. Can you state whether there is any part of the contract where this is complied with? I cannot tell you any.
791. And you do not believe there is any? I do not believe there is any.
792. This substitution of pitching for broken metal would be a considerable gain to the contractor? A considerable gain.
793. Has there been any ballasting, any ordinary rough ballasting, any gravel put on the top of the metal? I know there was no gravel put on the top of the metal.
794. No blinding? Not on any metal when I was there.
795. Is it not frequently the practice, especially in swampy places, in forming a road, to have a layer of ballast thrown down, and on the top of that to put the broken metal? That has not been done.
796. Is not that the plan generally adopted in the formation of a road? No; the general plan is to have the entire length of the earth-work thoroughly consolidated before any macadamizing is done. All drains and outlets should be cut before the metalling is commenced.
797. In constructing roads, are you in the habit of putting metal down without ballasting or rough stones? Yes.
798. Do you consider that a good plan? Yes, when the earth-work is thoroughly consolidated.
799. Do you mean to tell me that a road is equally durable where the metal is laid upon the earth, as it would be if laid upon pitching, rough stone, or ballasting? Not on any boggy portions of a road, but upon any dry consolidated road. I think metalling is before any pitching that can be put on. Pitching is objectionable on embankments which are not consolidated, for when traffic comes on them, the drays sink through it, and it is a great deal worse.
800. Is it not customary on a good road to have pitching and metalling as well—the metalling on the top of the pitching? It is adopted in the streets here.
801. Was that plan adopted in this contract? Pitching has been substituted for metalling.
802. Has metal been put on the top of the pitching in this contract? Yes.
803. Do you not consider that an improvement? It is not so good, because the consolidation clause is taken no notice of.
804. Do you not think pitching is a more solid foundation for a road than ordinary clay or earth? No; ordinary clay or earth, if consolidated, will make a better road than pitching.

805. To come back to the first question—is it not the practice, especially in swampy portions of a road, to have pitching or ballasting, then a coating of earth, and then on the top of that coating the metal? No, I do not think that is customary.
806. Or gravel? Yes, gravel, that has been carried out. I have done that in boggy portions, but then I have put on the gravel without pitching; the portions without pitching on a consolidated road would be as good as the other.
807. Do you think if gravel had been put upon the pitching of this contract, the road would be as firm as if metal had been laid on the earth or clay? I do not understand you.
808. Supposing Mr. Collett had substituted pitching, and gravel on the top of that, instead of having broken metal laid upon the ordinary earth-work—do you think the pitching and gravel would form a more durable road than the other, having metal laid upon the ordinary clay? If the earth were consolidated, the metal laid upon the ordinary clay would be the best.
809. Have you not observed upon the Northern Road, that where metal has been laid upon the clay or ordinary earth, the dry wheels have ground the metal into the road, and the metal has all wasted away? Not on any portion I have carried out on the Northern Road.
810. Your objection to the performance of the contract, so far as the earth-work is concerned, is the substitution of pitching and gravel for metal? And the doing away with the consolidation clause, which puts £300 in the pocket of the contractor; that is, the doing away of the clause which refers to the maintaining the convexity of the formation and turning the traffic on in fine weather, as specified in the specification.
811. Did you certify for shale? I sent in a return on account for shale, but that was after Mr. Collett had seen it. I pointed out the stone to Mr. Collett, and Mr. Bayley pointed it out too; when he said he was satisfied, of course that was sufficient.
812. The fencing part of the contract has not been performed? No.
813. In what way was the deficiency? Mr. Bayley informed me half a mile was to be put up, and there are only six panels up at the present time.
814. Did you receive any instructions from the Engineer or Commissioner of the road as to the quantity? No. I have Mr. Bayley's note in my memorandum book.
815. The only instructions you received with reference to the quantity of fencing was from this note of Mr. Bayley? Yes.
816. There is a clause in the specification about fencing:—"The fencing to be sound iron-bark, box or red gum, two-rail fence, with posts not less than 9 feet long, 8 by 4 inches, or round posts 9 inches in diameter at the small end, each to be charred for $3\frac{1}{2}$ feet in height, well rammed, securely and firmly fixed; the rails to be 9 feet long, 6 by 2, fitted accurately into the posts, the ends of the rails to top"—there was to be half a mile of it? So I am told, but to read that specification you would think there was a great quantity.
817. When the contract was altered was it not intended to substitute a stone wall—was it not understood that the Commissioner would be satisfied with a stone wall instead of timber fencing? That was for a portion of the Doughboy Creek, a retaining wall of masonry; but now fencing will be required, for it is not up to the height of the formation.
818. What is this fencing for? For fencing the side of the road.
819. To compel people to travel on the road? Yes.
820. Then you think travellers would be jeopardized if the fence were not erected? The specification states there is to be a fence along the line of road, but it has not been carried out.
821. What do you suppose will be the gain to the contractor from not carrying this out? I do not know; I suppose he intends to erect this fence, but he has not done it.
822. Have you ever complained to Mr. Collett of this fence not having been erected? No, Mr. Collett knew it; when he visited the works last he directed the contractor to put this half-mile at the worst place along the road.
823. He had not commenced it? He had not commenced it when I left the works.
824. Do you know whether the contract is finished there now? No.
825. Do you know whether the contractor has received his money? I do not know.
826. Another complaint of yours is, that the bridges are not according to contract—there were to have been four piers to each bridge? That was in the bridges marked B. In the specification it states three.
827. Then three have been erected? In some of the original line there were to be four, but the original line has been altered; in the D bridges there were to be three.
828. You are aware that this contract was subject to any alteration being made by the Commissioner? I do not know that the Commissioner is empowered to make alterations in the contract; he was not Commissioner of Roads at the time this contract was let.
829. By having three piers instead of four, you think the superstructures of these bridges are not so secure? In the large bridges they are not so secure.
830. Do you know whether these piles are properly driven into the rock? They are not driven, they are sills.
831. One alteration is, that the bridges have been altered from twelve to eighteen feet wide—do you not think that an improvement? It is a great improvement.
832. Do you not consider that the bridges generally erected under Mr. Bennett's supervision are too narrow? I do not know about Mr. Bennett's directions; the bridges I have carried out that have been only twelve feet wide have been too narrow.
833. Do you not know that the teamsters frequently go to the old crossing-places rather than go over these bridges? I have a decided objection to bridges twelve feet wide.
834. Did you not make a representation to Mr. Collett that you considered the flooring of these bridges would not be secure, inasmuch as there were not so many spikes driven in the planking as were specified? I pointed out the bridges to Mr. Collett when he visited the works, and as he was satisfied I did not consider it necessary to make a report.

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835. Did you not consider that driving only half the number of spikes would be a serious infringement of the terms of the contract, especially in the flooring of a bridge? I do not know that it was very serious.
836. Do you not think that the floor would not be so durable? The floor would not be so durable.
837. Would it not be likely to be dangerous, because the flooring would soon get loose? Yes.
838. Why do you say that you consider this is one of the charges you have against the Works Department of not carrying out the contract, inasmuch as there were not so many spikes used as were specified, if you do not consider this a serious violation of the contract? It is a material violation, but not so serious as you would make out.
839. Can you give us a rough estimate of the gain to the contractor by only having two spikes instead of three? I could not give it from memory; I could take it out.
840. When you represented to Mr. Collett that the bridges also were not constructed according to the contract, he said he was quite satisfied? Yes, he was quite satisfied.
841. Did the specification of the bridges which guided you state the minimum breadth of the slabs? I believe it did.
842. What is the breadth of the slabs? They are all sketched on the drawings.
843. You superintended the construction of the bridges? The width of the slabs was from eight to ten inches.
844. According to the original specification they were to be twelve inches wide? I forget; they are marked on the drawings.
845. *By Mr. Dick*: Is any reference made to them in the specification? I think they are specified there.
846. *By Mr. Hoskins*: I think you say Mr. Bayley was removed from overlooking this contract in July? No, I think it was in August.
847. From August to October—the time of your resignation—you had sole charge of this work? Yes.
848. Did you ever during this time—or did you ever make repeated representations to the Commissioner of Roads of this persistent violation of the contract by the contractor? I pointed out everything when he visited the works, and I frequently repeated in my monthly reports, about the unsatisfactory way in which the works were carried on.
849. Of course you considered your responsibility increased when Mr. Bayley was not there; he having had partial responsibility before? Yes.
850. Did Mr. Collett actually order you to take charge of the works when Mr. Bayley left? I think I yesterday handed in the letter directing me to take charge of the works, and stating that Mr. Bayley was appointed to the bridge at the Hume Crossing-place, at Yass.
851. There has been a diversion made from the original plan of the road? Yes.
852. Do you think that diversion has been an improvement? I do not think it has.
853. Will you give us the reason why you do not think it has? I do not think the road will be so good. In the first instance, the taking the road through the sideling—the large cutting they have made there—the road will never be safe, but continually out of order, and in the course of a year or so they will have to make a considerable excavation for ten or twelve feet back; the sideling is exposed, and in bad weather will be carried away.
854. Will you tell us the nature of this alteration—has it shortened the distance—has the road been taken on higher ground? I had the drawings here yesterday, but I have not brought them to-day, as I thought they would not be required.
855. This is an alteration made by the Chief Commissioner? I had nothing to do with it.
856. We would like to know the nature of the alteration—whether it will be a greater convenience to the public—whether there will be less gradients, or less likelihood of the traffic being impeded by floods—whether there will be less work for the contractor to do on this diverted road, this amended contract? There will be less work for the contractor, I am satisfied, but I have not the drawings with me. Two large bridges are done away, (the two most expensive bridges on the contract,) and an extra amount has been paid on account of those bridges.
857. The new line is much higher than the old one? Yes.
858. The two bridges are avoided? Yes.
859. Were those permanent running streams the bridges were to cross? No.
860. Only gullies? Yes.
861. In what way further do you consider it more favourable to the contractor to have this line? He got the extra price for this large cutting, this sideling; and the doing away with these two large bridges in the first contract was most important to him. He gets five-pence a yard extra for this earth-work.
862. Then he would receive a larger amount for his contract than that specified in the original contract? Yes; I think the amount paid him is £7,000. Sufficient money has not been deducted for these two large bridges which have been done away, and extra money has been paid for the earth-work.
863. Do you consider that, by this new diversion, in the winter season, when we have heavy rains for weeks together, the traffic will be more likely to be impeded than by the original line proposed? I believe it will; and I reported to the Commissioner that the roadway, the back cutting, would have to be carried some distance back into the solid hill.
864. Do you think the road will not be of such a durable character as the original? I am satisfied it will not be so good.
865. To make a durable road it will be necessary to have a further cutting? To have a further cutting into the lead.
866. Farther into the hill? Yes.
867. Otherwise there may be a slip? Yes; in fact I pointed out slips to Mr. Collett.

868. Is there a difference in the gradients—are there easier gradients on the diversion than on the original line? I could not say they are easier; they are about the same.
869. You had a Mr. Hannington an overseer under you? Yes.
870. Mr. Hannington signed a letter concurring with you generally as to the contract not having been properly performed according to the specification? Yes.
871. What office does Mr. Hannington hold? Overseer under me.
872. What is his salary? £255 a-year.
873. How long has he been in the Government service? I forget now, but he was appointed by Mr. Collett.
874. Has he ever had charge of the supervision of road work before? Never; till he came to me he never knew what work was.
875. Is he an engineer? No.
876. Is he ignorant of the management of works generally? Not so, because he has worked up in a measure.
877. Under you? Under me.
878. He was quite a novice when he was appointed? Yes.
879. And he receives a salary of £250? £255.
880. What were his duties? To ride up and down the road and look after the maintenance men; he was supposed to have charge of the different road gangs in the district.
881. What district? From Goonoo Goonoo to Doughboy Hollow.
882. Did he reside at Murrurundi? No, at the Willow Tree.
883. Did you consider, from his inexperience in these matters, that Mr. Hannington was competent to express an opinion upon the manner in which the contract was performed? He went through this work with me, and compiled the letter from his notes.
884. Did you ask him? I asked him to certify to the return; I said I could not do so; if he liked to do so he could.
885. Was it his duty to certify? It was his duty.
886. I thought it was your duty, as the superintendent? The returns were countersigned by him.
887. Is he still employed by Government? I believe he is in Sydney.
888. Why was he removed? I believe he came down with Mr. Collett to Sydney, and is here at the present time.
889. What is he doing in Sydney? I am sure I do not know.
890. Was he removed from there subsequently to your resignation? Yes.
891. Who has charge of the contracts there now? I think, Mr. Coghlan, my successor.
892. Who is Mr. Coghlan? He was overseer of the Western Road.
893. How long was he overseer of the Western Road? I do not know; a considerable time, I believe.
894. Do you know whether he was ever engaged in overlooking road work in Victoria? I do not know that; but I heard of him in Victoria when I was there.
895. Do you know whether Mr. Coghlan has ever been employed in any works in which Mr. Martindale was the contractor? I believe he was a sub-contractor under Mr. Martindale.
896. Where? In Victoria.
897. Did you receive that from a reliable source? Mr. Martindale told me so himself.
898. Did Mr. Martindale tell you so? He said that Mr. Coghlan, the present superintendent, was a sub-contractor under him.
899. And Mr. Coghlan is now? The superintendent of the Northern Road.
900. Has Mr. Martindale any contracts now? Yes.
901. What contracts has he? The Doughboy contract.
902. Any other? Not to my knowledge.
903. Mr. Coghlan has sole charge of this contract now? I believe he has, to the best of my belief.
904. I think you said you heard Mr. Coghlan say, that he had been a sub-contractor under Mr. Martindale? No; Mr. Martindale told me so.
905. You were the person who superintended the erection of the foundation of the bridge at Bendemeer? The abutments at Bendemeer.
906. Who designed that bridge? I believe, Mr. Bennett, the late Engineer for Roads.
907. Did you see a copy of the specifications? Yes, and the drawings.
908. Can you tell me whether, according to the specifications you received from Mr. Bennett with reference to the formation of that bridge, it was or was not provided that the foundation of those piers should be upon the bed rock? Yes.
909. Can you say whether that was done? On the Tamworth bank of the river the foundation is on the rock; on the Armidale bank of the river on concrete, at least on flat-bedded rubble; but I have the engineer's letter directing me to build upon hard shingle.
910. Do you not happen to know that last winter the flood in that river wore away the formation of this bridge? It never touched the foundation; the foundation has not sunk in the least.
911. Have not several of the stones been displaced? Yes. The mortar was green, when the flood came down, on one of the piers; it was just finished on the Armidale side. On the Tamworth side scarcely any stones are displaced at all.
912. Did you receive any information that the Government intended to continue the construction of this bridge at the original site? I reported about the flood, and I stated to the Commissioner for Roads that it would be advisable to pull down the abutments, and to build them in cement; and I received a reply from the Commissioner for Roads that no alteration would be made.
913. Did not the specification specify that cement was to be used in this contract? No, the cement was supplied by Government.

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914. Do you consider that the foundation of that pier would be secure if laid upon shingly rock or rubble? I considered that they would be secure, and they are now.

915. Do you consider that they will be secure when they have the whole superstructure upon them? Yes.

916. *By Mr. Markham*: Did you send in a certificate for the piers? I did.

917. Did you receive any reprimand in consequence? No. After the flood I received a letter from the office informing me that I should not have forwarded the vouchers for the balance of the contract till it was inspected by the Commissioner from Sydney. That was an unusual thing; I never heard of it before.

918. But you did receive that reprimand? I received a letter, and I wrote to the Government saying that it should not occur again. That was not a contract; it was task-work.

919. Who did you receive that reprimand from? I think it was signed by the chief clerk. It was not a reprimand. In fact, I sent in my report with the final vouchers, and the Commissioner for Roads passed my vouchers, and therefore he could have no objection.

920. Who was the contractor? Dowell.

921. Would he have been responsible for the damages, and have been compelled to repair them, if your certificate had not been given for the whole of the work? He would not if the works had been completed before the flood came.

922. Would he not have been responsible if they had not been inspected by the Commissioner or some one on his behalf? Yes.

923. Was your report upon this sufficient? Yes; the Commissioner for Roads could have objected to paying the money till he had visited the work; but he made no objection, and the money was placed to the credit of the contractor.

924. You say one of the abutments was built upon the solid rock, and the other on shingle—is it the fact that one is built upon a boulder and not upon the solid rock? It is built upon the solid rock, as far as I can judge. The site was pointed out by the Engineer for Roads, and soundings were taken by me. I hold his letter.

925. If it were proved to be upon a boulder instead of upon solid rock would it make any material difference as to the safety of the superstructure? Not a bit; if it be upon a boulder the boulder must extend a great number of feet, for I sounded all round and found rock.

926. If this abutment were raised as you mentioned just now, would it be consistent with the original intention to raise the abutment without increasing the base in any way? It would not; the abutments would have to be altered.

927. The foundation would have to be enlarged? The abutments would want reconstructing. In fact it would require to be built with a V at the end—a cutwater—it is built now breast-on, as it were, to the stream.

928. Is it your opinion that building abutments of that sort, breast on to the stream, is objectionable? I think it is, very.

929. Can you account for that course having been taken in the present instance? I did as I was directed.

930. Can you account in any way for that course having been adopted? I cannot account for the engineer's design; I carried it out strictly according to the drawing and specification.

931. I suppose you perceived the defect? I told the Engineer for Roads I did not approve of his plan, but of course I was his junior and not allowed to speak.

932. You did not feel bound to report to anyone in authority over you? No.

933. Do you consider the site chosen at Bendemeer the best site in the neighbourhood for such a structure? No; I think a better site was to have been procured.

934. Higher up or lower down? One higher up; the other lower down. I think the lower one the best crossing.

935. Which do you think the most suitable for the public? The lower one, because the road way would then go through the town.

936. Are you of opinion that if the bridge were erected upon the present piers, they being only altered, that it would be a safe and permanent structure? I believe it would if the design were altered; if they were built with a cutwater to them. The foundation is good; it has not sunken in the least.

937. That is, without taking down the present abutments? They would have to be taken down to alter the shape of them.

938. In any case? Yes.

939. You would not advise adding to them as at present besides building with a V without taking them down? No.

940. Do you know what were the terms of Mr. Dowell's contract as to the proportion he was to receive, or as to what drawback there was to be? Yes; I think I complied with the specification and conditions.

941. Were those terms in accordance with or similar to the terms of other contracts on other portions of the road, or were they more particularly defined? They were particularly defined.

942. Did he receive a regular specification? Yes; he signed a regular specification.

943. He did not receive a mere memorandum, but signed a regular specification? He signed a regular specification.

944. Did you in this case receive a specification or only a memorandum? A specification directly from the office.

945. In this particular instance? Yes.

946. Was this contract let by public tender or otherwise? It was advertized—I am not certain—I think it was advertized; the present contractor tendered for it, and there was some alteration made in the contract. I am not certain—I would not be positive; I know there

there was an advertisement calling for tenders, and I think the present contractor put in a tender. There were some drawings he did not understand, and I think the Engineer of Roads and himself made an agreement together.

947. Was he bound to time in his contract? He was bound to time.

948. Did he give any bond as usual under such circumstances? I think no bond was signed.

949. No bond was signed to compel him to complete? There was some delay in supplying the cement from Sydney. The cement was supplied by the Government, and the non-arrival of it was the cause of the delay.

950. Was that cement used when it arrived? Yes.

951. I understood you to say that it was green mortar that was washed out by the flood? The cement was used for the footing courses, not in the upper portion of the work.

952. Was that according to the specification? That was according to the specification.

953. About how far do the footing courses extend in these abutments? I can produce the drawings—I would not like to tell you from memory—I want to give you correct information.

954. Do they, to the best of your recollection, extend beyond the usual level of the river? They were considerably below the usual level of the river.

955. Did the use of the cement extend above the usual level of the water? There was not sufficient to carry it above the ordinary water level.

956. Was the contractor absent at any time or on any occasion when the work was inspected—on two occasions was he absent when the work was inspected by the Commissioner? The contractor was not present when the Commissioner for Roads walked past them. The Commissioner looked at the piers but he never expressed any opinion; in fact I do not think he was able to say anything about them.

957. Do you mean to say that the Commissioner for Roads when he visited the works did not examine them? He looked at the abutments, but he never made any comments.

958. Did you communicate to the Commissioner for Roads any suspicion with regard to the contractor stopping away, or as to the unsoundness of the foundation, or anything to that effect? No.

959. Did you make any suggestion to that effect? I do not recollect. He only stopped a couple of minutes on the works; he was travelling in the coach, and there was no time for any stoppage.

960. *By Mr. Dick:* What was the amount of the contract for building this bridge? I cannot tell you from memory—I have all the information of the amount paid.

961. Was it done to your satisfaction, or to the satisfaction of the Commissioner? To my satisfaction, and the satisfaction of the Commissioner and Engineer.

962. Both or either? Both.

963. Is the Doughboy contract in the same way? Yes, the Doughboy contract is to be done to the satisfaction of the Road Superintendent and Commissioner.

964. You say the Road Superintendent and Commissioner—I understand you to mean both? Yes.

965. You say it is not usual for the Commissioner of Roads to pay money until after he has inspected works—How was it then you were reprimanded for giving a certificate before Mr. Collett had examined the Bendemeer bridge? I am sure I cannot account for that. I did not consider it a reprimand.

966. At all events that letter intimated to you that the Commissioner for Roads would have inspected it? Would have inspected what?

967. That bridge? I forwarded my return for the final balance on account of the Bendemeer bridge; I certified that the contractor had finished it, and it was paid by the Commissioner for Roads—lodged in the bank to the contractor's credit.

968. You stated that the piers rest upon the bed rock? One of them did, the other did not. I have the engineer's letter, which I can produce.

969. Was any deduction made from the contract on the account? No deduction was made; it made no difference to the contractor, except that it was worse, if anything, for him. He would not have had the amount of excavation, nor the trouble in making coffer-dams, if he had got the rock nearer the surface to build the abutment upon.

970. Why did he not go to the bed rock if it were better for him? He went below the depth shewn in the drawings, and found no signs of bed rock.

971. You say it would have been better for him if he had built upon the bed rock—I ask you, then, why he did not do so? It would have been better, if he had got the bed rock at the depth shewn in the drawings.

972. How long have you been superintendent of the road from Armidale to Doughboy Creek? I think I arrived at Tamworth in June, 1860.

973. Who was in charge there then? Mr. Newcomen.

974. Did you receive the works over from him? No.

975. From whom, then? The works were handed over to me by the Engineer for Roads.

976. The Engineer for Roads was Mr. Bennett? Yes.

977. What works were in progress at the time they were handed over to you? Tamworth Bridge works, and Moonby Range.

978. Any others? There were some other small contracts on the road—the whole line of road—but the principal works were on the Moonby Pass and at Tamworth Bridge.

979. How far does your district extend—how many miles? About 135 miles, from Doughboy to Armidale.

980. How many overseers had you under you? Two.

981. Where were their districts? One from Goonoo Goonoo to Doughboy, and the other from Bendemeer to Armidale.

982. Were there any other assistants employed under you? No.

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983. What were the duties of these overseers, as distinguished from yours? They were supposed to look after the roads.
984. Can you tell me what their duties were—not what they were supposed to be; there must have been something defined? To measure up the work and to see that it was carried out according to the agreements and specifications; they sent in their returns to the superintendent. They were directly under the superintendent.
985. What do you call maintenance men? Men employed along the road to fill in the ruts.
986. At so much per diem? Yes.
987. Do I understand that these overseers measure the work and report to you? Yes, they are directly under me.
988. You report to the Commissioner for Roads at the head office? Yes.
989. You say Mr. Hannington is now an overseer? Yes.
990. If your district was 135 miles long, will you be kind enough to tell me how much of that you have to complain of as not having been done in accordance with the contract? I do not understand that question—I am not complaining of the whole line of road.
991. To what part of the 135 miles of road does your complaint extend? To the Doughboy Hollow.
992. Do I understand that you do not complain of any other works? No; I have no complaint against any others.
993. Then with all the other works you were satisfied? Yes, the other works were carried on satisfactorily.
994. What was the length of the work at Doughboy Hollow? 199 chains, the contract with Mr. Martindale.
995. That is about two miles and a half? Yes.
996. Have you no complaints to make about any other part of your district—this length of 135 miles? No.
997. There have been no irregularities at all? I do not know of any irregularities.
998. The men have always been paid? They have never been paid till I sent in the returns for the work.
999. You state in your letter to the Minister for Works that there is a “regular loose and discreditable system carried on” since Mr. Collett has been in office—will you state whether you ever communicated directly with the Commissioner upon any abuse, as your superior officer? I frequently reported about the manner in which the works had been carried on.
1000. In writing? In writing, and personally.
1001. How often in writing? I could not tell; several times, till I was tired.
1002. A dozen times? I do not know about a dozen.
1003. Half a dozen times? I reported frequently in my monthly reports, and in special reports that I sent in.
1004. Have you handed in copies of those letters? I believe some are in the possession of the Committee.
1005. Have you handed them in to the Committee? Yes.
1006. Did you make any verbal complaints? Frequently.
1007. To whom? To Mr. Collett.
1008. What did he say? I pointed out to him the manner in which the works had been carried on, and referred him to the specification, and he expressed himself as satisfied with the manner in which the works were carried on.
1009. Was that all that took place? I frequently reported. I think I stated yesterday, in my letters that I reported about the different works not being carried on properly.
1010. You complained about certain abuses with reference to these two miles and a half of road—you say you reported them in writing, and that you also made verbal complaints to Mr. Collett? Yes.
1011. Where? On the works I pointed out several irregularities.
1012. Can you tell me what you said to him? I pointed out the metal, I pointed out the consolidation, and the general works along the whole contract.
1013. Did Mr. Collett tell you he would alter the contract? No, Mr. Collett expressed no dissatisfaction.
1014. He said he was thoroughly satisfied? I have not the whole dialogue here. I had it here yesterday and I can produce it again. I had the whole dialogue here yesterday, and many other memos which I would like to bring before the Committee.
1015. Did Mr. Collett tell you he would look after the Doughboy contract himself? Never.
1016. Why did you sign that voucher after you found that the contractor was not carrying out the contract? I did it as I was required, but I knew it was of no use, for they could not send it to the Auditor General with my remark upon it. My signature would not be valued, because of the remark on the back of the return, unless they pasted something over it.
1017. That does not alter your certifying as a fact what was not the fact? I did as I was required by them.
1018. By whom were you required? By the office.
1019. If the office asked you to certify to a certain amount of work having been done, which you knew had not been done, would you feel justified in certifying to it? I mentioned in one of my reports that the contractor had nothing due to him.
1020. *By Mr. Hoskins*: Has that report been handed in? I think it has.
1021. How many reports have you handed in? I could not tell you; I have a great number to hand in yet which I have not been asked for.
1022. To what do they refer? To the Doughboy Works.
1023. Will you state to what the documents you have not handed in generally refer? To the contract generally.
1024. To the slovenly manner in which the work has been performed? Yes.

1025.

1025. *By Mr. Dick*: You said that the "regular loose system" only referred to this two miles and a half? Yes.
1026. All the other works, at Tamworth, Kangaroo Flat, Armidale, and elsewhere, were properly carried out? Yes; they were all properly carried out; payments were not made without my certificate in any other works but these.
1027. Do you know the amount that has been laid out on this road—the part under your superintendence I speak of? No, I do not. I know a great deal of money has been laid out.
1028. Do you know the amount laid out on the Doughboy Works? £6,000 has been paid to the contractor, and the total amount I learn from the papers I have handed in, is £7,000, so that there is only £1,000 in hand.
1029. About an equal amount has been laid out on the rest of the road? Most likely there has.
1030. What motive do you think Mr. Collett could have for not making the contractor carry out his contract? I could not tell his motive; it is very hard to tell his motive; the contractor and he were on very friendly terms.
1031. Do I understand you to say that you do not insinuate some motive? I do not make any insinuation; I know that Mr. Collett received purses of money from the contractor, and the other contractors in the district.
1032. You know he received purses of money? Yes.
1033. In what shape? They were given to him as a testimonial.
1034. Was it done publicly? I do not know whether it was done publicly—the money was handed to him.
1035. How did you come to the knowledge of that? It was done in a public-house; I have witnesses who will come here and state that.
1036. Were you there? I was there soon after the money was given to him; I saw Mr. Martindale and several other contractors collecting money for him.
1037. Will you oblige us with the names——? I will not give the names; I will produce witnesses.
1038. *By the Chairman*: I advise you to answer every question,—of course you are not obliged to answer any question to which you object, but I think it would be better to state what you know? I have a reason—I will produce witnesses.
1039. *By Mr. Dick*: Do you decline to give the names of the other contractors? Yes, I do.
1040. Whereabout did this take place? In Murrurundi.
1041. How long ago? I have the date, but I have some witnesses to bring forward, and it is a matter I would like to clear up.
1042. At present I am asking you some questions, and I wish to get what evidence I can from you—when the witnesses come, I will ask them; you say you saw Mr. Martindale collecting money——? With the rest.
1043. When was this? I have the date, but I have not it with me; it is in my book.
1044. How long ago? I have not the date with me.
1045. Was it this year or last year? It was this year.
1046. Do you know what sum was subscribed? No, I do not know the exact amount, but I know within some little; but I would like to bring the witnesses forward that I have got; you can take my evidence upon that point when I have my papers with me and my notes.
1047. What is your object in calling witnesses to shew that Mr. Collett received a sum of money? My object is because I believe Mr. Collett is working with these contractors in some way.
1048. Is not that charging Mr. Collett with receiving money from the contractors? I am not charging him at all. I want to bring out in evidence that Mr. Collett has received money from the contractors.
1049. *By Mr. Lucas*: You merely state it as a fact? Yes.
1050. *By Mr. Dick*: You say your object is simply to shew that he has received money? Yes.
1051. Do you mean that he favoured these contractors because they have given him money? I do not know what you call favouring. I think he has allowed these contractors not to carry out the works as they ought to have done. I think he has favoured them in many instances, by not requiring them to carry out work according to specifications.
1052. Do you not consider it favouring the contractor when you say that he made this diversion, which was £300 in the contractor's pocket? Yes, I do call that favouring him.
1053. I understand that you charge Mr. Collett with having received money from the contractors, and favouring them? Yes. The contractors and other people subscribed; at least the contractors were carrying the list about; there are one or two witnesses who subscribed to the list who are willing to come forward.
1054. You say you cannot tell me how much was subscribed? No, I cannot tell you how much; at least——
1055. How many testimonials were presented? I believe one at Murrurundi and one at Scone. I know nothing about the Scone one.
1056. You have heard so? I have heard so—at Scone.
1057. Were you at Murrurundi at this time? Yes.
1058. How came you there? I was in the district.
1059. Is Murrurundi your district? No.
1060. How were you there? I was there at this time.
1061. For what object were you there? I used to go there for my letters. I generally lived at Murrurundi when I visited that end of the work.
1062. *By Mr. Lucas*: Is that locality under your supervision? The end of my district is four miles from Murrurundi.

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- Mr. Robert Quodling. 1063. *By Mr. Dick*: Did you hear anything about the testimonial before you went there? Before I went there?
1064. Yes, before you went to Murrurundi this time? Yes, I saw several of the contractors, and they were carrying lists from one to the other.
1065. I suppose you were going to Murrurundi to see what was doing about the testimonial? No, I did not go particularly for that.
1066. Do you know who presented this testimonial? It was presented—the money was subscribed by several contractors.
1067. Who presented it? I am not certain who presented it, because I did not see the money handed to him, but I can prove that the contractor's names were on the list, and that a purse was handed to him—by witnesses.
1068. The Committee are anxious to ascertain the facts as regards you and Mr. Collett, with a view to do justice to both parties? But I do not wish to say anything.
1069. You have a good recollection as to the amount? I do not feel disposed to tell the amount, for I think you had better examine others who know more about it.
1070. I ask you whether you know the amount? (*No answer.*)
1071. *By the Chairman*: I am satisfied that your best course is to state, to the fullest extent, what you know, and you are not to suppose that you are committed in any way. What you know of your own knowledge state that you know of your own knowledge; and what you know from hearsay state that you know from hearsay —
1072. *By Mr. Dick*: You decline to tell the amount? I do.
1073. *By the Chairman*: Do you mean that you do not know the amount of your own knowledge? I am not satisfied that I know the amount. I do not want to make any statement here that, when I produce the papers, may prove to be wrong.
1074. You do not like to state distinctly or precisely? No.
1075. *By Mr. Dick*: If you do not know of your own knowledge, say you have heard it; if you cannot state the exact amount—it is not of great importance—tell about the amount? No; I decline.
1076. You say it was presented in a public-house? Yes.
1077. In what public-house? That is another question. I do not want to give you any information about this until you examine the proper witnesses.

FRIDAY, 6 DECEMBER, 1861.

Present:—

MR. DALGLEISH,
MR. DICK,
MR. DANGAR,

MR. MARKHAM,
MR. HOSKINS,
MR. T. GARRETT.

WILLIAM FORSTER, Esq., IN THE CHAIR.

Mr. Robert Quodling called in, and further examined:—

- Mr. Robert Quodling. 1078. *By the Chairman*: Do you produce any of those papers which you alluded to yesterday? Yes.
1079. Will you hand in those you intended to hand in, describing each paper as it is handed in? Yes; this is one. (*Paper handed in and read. Vide Appendix A*)
- 6 Dec., 1861. 1080. Was this one of the papers alluded to in your evidence yesterday? Yes, I think it was. This is another letter, dated the 6th March.
1081. Is this the letter to which Mr. Collett made reference? Yes.
1082. *By Mr. Dick*: About the Bendemeer Bridge? I brought no documents about the Bendemeer Bridge. (*Letter read and handed in. Vide Appendix B.*)
1083. What is the date of that letter? The 6th of March.
1084. *By the Chairman*: Have you any other papers? Yes; this one—£300 payment, not handed in on the 14th October; there is no certificate for that money. (*Document handed in and read. Vide Appendix C.*)
1085. Have you any further papers to hand in? No, not at present.
1086. With reference to the first letter you handed in, dated August the 6th, to the Commissioner of Roads—what was the answer you got? I received no reply to that letter.
1087. During the term of your service? During the term of my service. I was told verbally by the Commissioner the amount paid on the 11th of September.
1088. What was the verbal answer? The answer that I got on the 11th of September was that Mr. Martindale had received £5,500 on account of Doughboy.
1089. Did you understand that verbal reply to be an answer to this letter? Yes.
1090. Did the Commissioner intimate that to you? I asked the Commissioner; I told him I had written and received no reply. This is the 11th September.
1091. Have you been in the habit of writing letters without receiving replies? I have—several letters.
1092. Several letters? Several letters.
1093. Was the inquiry you put in this letter an inquiry properly coming from you in the position you were then in? Yes.
1094. Did you think it was necessary for you to know this in order to perform your duties properly? Yes. I did not know the amount paid; I did not know how the contract stood, and was anxious to know before I took charge of the works.
1095. Is it a usual piece of information this? Yes; it is very requisite information for any one taking over works.

1096.

1096. Would you have been liable to animadversion if you had certified for more money than was properly payable on account of the contract? Yes.
1097. Then it was part of your duty to see that no more money was paid than was properly payable under the contract? Yes.
1098. Do you consider that if money was paid without your certificate beyond the amount in question, it would have been irregularly paid in that case? Yes, I do. In giving in the quantities to complete the work at the time I objected to certify, I gave you the quantities of the bridges. There were the other works I wanted to give in, to shew that when I made this objection I had grounds for doing so. You have not received the quantities.
1099. *By Mr. Hoskins*: That is the quantity which should have been performed? That had to be performed.
1100. *By the Chairman*: Have you any other statement to make with reference to these letters? No; the quantities are what I was wanting to give in.
1101. *By Mr. Hoskins*: Perhaps you will be kind enough to let us know what quantity of work had not been performed? Yes; 871 lineal yards of pitching.
1102. *By Mr. Dick*: It is all down before? It is not, sir.
1103. *By the Chairman*: Make any statement you desire to put before the Committee? Eight hundred and seventy-one lineal yards —
1104. *By Mr. Hoskins*: Explain what this is? This is the quantity to complete the work when I left it.
1105. *By the Chairman*: The work to be done when you left? Yes; four hundred and ninety-five cubic yards of metal to be spread, not yet carted on the road. One thousand and sixteen cubic yards yet to be supplied, not broken. Half a mile of fencing, all but six panels. Five hundred and twenty-seven yards of intercepting drain. Clearing the space of sixty feet yet to be cleared on the entire length of line. Batters of cutting and embankments not yet trimmed. Spiking of floors of five bridges. The spikes for the floors of five bridges. I think this is all for the present. I have some more.
1106. *By Mr. Hoskins*: We do not understand the meaning of that? The spikes for the floors—the slabbing of five bridges.
1107. Still required? Still required. They are not included in the iron-work I gave in yesterday with the other work.
1108. *By Mr. Dalgleish*: It is in addition to the iron-work mentioned as being short by you yesterday? Yes.
1109. *By the Chairman*: Can you give in round numbers what the value of the work would be? About eighteen hundred or two thousand pounds.
1110. What amount do you state upon your own knowledge was actually paid to the contractor? The amount paid, sir, I am told, is five thousand five hundred pounds.
1111. You do not know of your own knowledge? The contractor told me he had received five thousand five hundred pounds.
1112. He himself told you? Yes, and Mr. Collett told me he had received that amount. Since then he has received five hundred pounds more, making in all six thousand pounds.
1113. And the contract was for what? Seven thousand pounds.
1114. *By Mr. Hoskins*: What was the value of this work? From eighteen hundred to two thousand pounds.
1115. *By Mr. Dalgleish*: Is the value you are speaking of the value of the material alone, or of the material and work? The material and work.
1116. Both? Yes; about two thousand pounds. That can easily be taken out of the schedule of prices. The work is let to the contractor.
1117. *By Mr. Dick*: You say these things were required—what was the date you left the works? I resigned on the 24th of October.
1118. What was the date you left the works? I resigned on that date.
1119. That is not my question? I was on the works on that date.
1120. I ask you when you left the works? Well, I left the works on the 24th of October; I was on the works then.
1121. Is that the date you refer to when you say "When I left"? —
1122. Was that the date to which you referred to when you say "When I left"? I was at the works since the 24th October.
1123. On what date were you last at the works? I think it was on the 25th of November.
1124. What do you mean by "you think"? The 25th of October, rather.
1125. Have you made a note of it? I have got a note of it. I think that is the date, sir.
1126. *By Mr. Garrett*: October? The 25th of October.
1127. *By Mr. Dick*: Are you not certain? I have got the date here. I think you will find that is the date I sent in in my report.
1128. Pardon me, I have not got to find anything; I want the date from you? That is the date.
1129. The date you left? Yes.
1130. And you have not seen the works since? I have seen the works since, several times.
1131. All these things were required on the day you left—the 25th of October? No, they were not.
1132. They were not all required? No; they were required on October the 12th.
1133. On October the 12th? Then some of them had been supplied between the 12th and the 25th? Yes.
1134. Then when you stated just now that all these things were deficient when you left, you did not state what was exactly correct, did you? I stated the quantities required to complete the work. If you look at the last payment I made, and take the dates of the payments—this is up to the 12th, and —

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1135. I am taking your statement:—You stated that there was a deficiency when you left, and you say you left on the 25th? These quantities are made up to the 12th.
1136. You state that this was the case on the 12th? That is the date.
1137. They were not all deficient when you left? I have been on the works since.
1138. Were these works deficient when you left? They were deficient on October the 12th.
1139. Were they deficient on the 25th? They were not.
1140. *By Mr. Dalgleish*: Had you any official connection with the works on the 25th? I was employed on the 25th.
1141. *By Mr. Dick*: Then between the 12th and the 25th some of these things were rectified? Yes.
1142. Can you state what they were? No, sir. I can state what they were, but I have not got them made up. I know the number of men that have been employed on the works.
1143. You cannot state, then, what was the deficiency on the 25th? I dare say I could if I were to take the quantities out, but I have not taken them out.
1144. If you cannot state the quantities, perhaps you can tell us what the matters were—what was the nature of the work? It is similar to the work I have just given in now—bridge work, and metalling and pitching—the general work of the contract.
1145. What deficiencies had the contractor made up from the 12th to the 25th? I cannot reply to that question.
1146. You cannot tell us at all? No; I have not taken the quantity out from the 12th to the 25th. Works are not so easily taken out.
1147. Can you not state generally any works? No, sir, I am speaking from the 12th of October.
1148. I am speaking of from the 12th to the 25th? I cannot give it to you, sir.
1149. *By the Chairman*: Perhaps I may ask the witness, as a matter of explanation—do you mean that you refuse to give the information, or that you have not made the calculation? I have not calculated it.
1150. *By Mr. Dick*: When did you last measure the works? My last report about the Doughboy works is November the 5th.
1151. You are only wasting time by not answering my question, and I shall only have to ask you over and over again; when did you last measure the works? November the 5th is the date of my last report.
1152. When did you last measure the works? November the 5th is my last report.
1153. I do not want to know the date of your last report; I want to know when you last measured the works? That was the date, November the 5th.
1154. That was subsequently to your resignation? Yes, it was.
1155. *By Mr. T. Garrett*: You do not make a mistake about the amounts? No, I believe not.
1156. I thought you resigned on the 24th of October? Yes, but I sent in returns after.
1157. You sent in returns after? Yes.
1158. *By Mr. Dick*: You said just now that there were sixteen hundred cubic yards of metal wanted; what was the total contract, or was there a contract for any particular quantity? I gave that evidence in before.
1159. What was the total contract for metalling? Two thousand six hundred cubic yards.
1160. Was there a contract taken for that amount? According to those documents I received from Mr. Bayley, that was the amount.
1161. Was there a contract taken for it, and was it task-work or piece-work? That was the contract.
1162. What was the date it had to be supplied on—was there any term fixed? Terms written on strips of paper?
1163. No; was there any time during which that quantity of metal had to be supplied? There was a time in which it was to be carried out, but the contract was broken by the not carrying out of the consolidation clause. There was a time; I believe it was in June last.
1164. Was there any time fixed for the delivery of these 2,600 tons of metal? I do not know that there was any particular time. It states in the specification that the first coating is to be spread before the second coating is broken.
1165. There was no term—no time that you know of? I state the terms now.
1166. I am not speaking of the terms, but of the term—the time when this amount of metal had to be delivered? There was no date fixed. It could not be fixed until the earth-work was prepared to receive it.
1167. Was there any time fixed for the completion of the earth-work? I believe there was; there is a date fixed.
1168. What date? I do not know what it is; I took no notice of it.
1169. *By Mr. Dick*: You said the last time you measured the works was on the 5th of November; that was subsequently to your resignation, was it not? Yes.
1170. Who measured them with you? The works—I sent in a report on November the 5th, compiled from the one received from Mr. Hannington.
1171. Who measured the works with you on the 5th of November? I did not measure the works personally on the 5th of November—that is the date of my report to the Commissioner.
1172. When did you last measure the works; can you not tell me? I have told you, sir, several times.
1173. I am waiting for an answer; I am asking you when you last measured the works: do you decline to answer? I decline to answer, because I have answered you before. I know Mr. Dick is paid to do this, and is trying to confuse me, asking the same question two or three times.

1174. *By the Chairman*: You must answer the questions asked, even if they are asked two or three times. It is presumed that every Member of a Select Committee is desirous only of eliciting the truth? I—
1175. *By Mr. Dick*: I should be sorry to forget myself in the Committee-room, but if language of this kind is to be permitted, it will lead to some disturbance, I think.
1176. *By the Chairman (again addressing witness)*: You have nothing to do but to answer the questions put to you? I want to answer questions, but I do not want to be cross-examined.
1177. But you must be cross-examined? He is trying to confuse me as much as he can.
1178. It is not for you to give an opinion upon the style of examination. If I see anything improper I shall interrupt: your duty is to answer or to decline to answer, and you have no right to make the slightest remark on the style of the examination? —
1179. *By Mr. Dick*: I will not take up the time of the Committee; I will take an opportunity of dealing with him in another way. I ask when you last measured the works; do you decline to answer the question? I measured the works on the eleventh of September, and I went through the works when I was on my way down to Sydney.
1180. And you have not measured the works since the 11th of September? Yes, I have been through the works since.
1181. But you have not measured the works since the 11th of September? I have.
1182. I ask you when you last measured them? I forget the date now that I was on the works.
1183. Did you not make any note of it? Oh! yes, several.
1184. Perhaps you will refer to it and tell us? On the 28th of September I went through the works and measured them, and compared them with the drawings.
1185. Did you measure the works on that day? The 28th.
1186. What works did you measure? The whole of the works. I went through the whole of the works.
1187. Who was with you? I do not recollect now who was with me. The contractor's agent was with me.
1188. You had some person to assist you, I suppose? Yes.
1189. You do not remember who that was? I had the contractor's agent.
1190. What is his name? Donaldson; he is in Sydney now.
1191. He was foreman, was he not, to Mr. Martindale? He was.
1192. I ask you now whether that is the last time you measured the work? I have answered that question before.
1193. You said the 11th of September just now—I now ask you whether the last time was the 28th;—was that the last day you measured the works? Yes, I went through them on that day, and on the 11th of September.
1194. What do you mean when you say you "went through" them—do you mean that you measured them? Yes.
1195. And you have not measured them since that time? I have not measured them since that time.
1196. Then the statements you made with reference to the works are founded on Mr. Hannington's report? No, sir, on my notes.
1197. On your notes? Yes; Mr. Hannington compiled that report from my notes. Mr. Hannington was never on any public works until he was under me.
1198. He compiled it from your notes? Yes.
1199. At your request? No.
1200. Did not you draw the report for him? No, he wrote the report himself.
1201. Did you correct it? No.
1202. Make any notes on it? No.
1203. Quite sure of that? Quite certain.
- [*Mr. Dalgleish here took exception to the style of examination. Witness withdrew. Committee deliberated. Witness re-introduced, and examination continued.*]
1204. *By Mr. Dick*: You put in a letter dated the 6th of March—Mr. Quodling directing you to take charge of the works. How soon after that did you take charge? At that time I had charge of the works with Mr. Bayley.
1205. When did you first take charge in conjunction with Mr. Bayley? March the 4th, I think, is my first measurement; or February the 4th, rather.
1206. How long was that after the contract was commenced? I do not know; I cannot answer that question.
1207. When you take over a contract you say it is necessary that you should know how much has been already paid on account of it; how is that? I think it is necessary that I should know, as I cannot be able to comply with the general conditions unless.
1208. You mean to say that when you are called upon to certify the amount of work done, it is necessary for you to measure the whole work from the commencement, to see how much has been done, and calculate that in accordance with the amount that has been paid for? Yes.
1209. Then you do not act on the certificates of previous superintendents? The previous superintendent could not tell me the amount paid. The payments had been made so irregularly that he could not tell me the amount that was paid.
1210. Is it usual, when you take charge of works which have been handed over, to measure them, in order to see how much has been done? It is usual.
1211. Did you measure this work? Yes; I went through the work, and reported to the Chief Commissioner when I took charge of the works.

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1212. It would save time if you would state this—do I understand you to mean on all occasions when you say you “went through” the works that you measured them? I went through them.
1213. When you say that you went through them do you mean that you measured them? Yes.
1214. And when you say you went through the works, you mean on all occasions, that you measured them? I do not know that I do.
1215. Did you measure this work after you took charge of it? Yes; I think my report is handed in. You can see the report I handed in on that date.
1216. Does that report state the whole amount done by the contractor to that date? No, it is a statement to the Commissioner about the contract—the state it was in when I took charge of it.
1217. What was the date of it? I cannot tell you from memory.
1218. About what date? I will not say about at all. If you get the document you will see it, but I think it was August the 16th or 12th—I am not sure which. It is in August.
1219. But you and Mr. Bayley took charge of the works at the beginning of the year—in February? Yes, we did.
1220. Did you take charge of the earth-works? I took the earth-work. I had charge of the earth-work, and sent in proper measurements.
1221. Did Mr. Bayley have charge of the bridges? Well, I believe he had charge of the bridges. I am not certain whether he had or not. I do not think there was anything done to the bridges at the commencement of the work. Here are my measurements of contracts—my measurements with Mr. Bayley.
1222. What would you call this letter of the 6th of March—a letter of instructions? Yes, I would.
1223. Did you act upon those instructions? Yes.
1224. Did you send in returns every fortnight of all the work done? Yes, for a time.
1225. For how long? I cannot tell you from memory how long.
1226. Why did you discontinue sending them in every fortnight? Because I found that the contractor was receiving money without my vouchers.
1227. When did you first ascertain that? I cannot tell you the date.
1228. Where did you learn it from? I learned it from the office, of course. He informed me he had paid such and such money, and when asked for the certificates —
1229. By letter? By letter. They are handed in to the Committee.
1230. And after that you did not think there was any necessity to send in fortnightly returns? I would have considered it necessary to send in fortnightly returns if there had been anything due to the contractor.
1231. How could you tell whether there was or was not anything due to the contractor, when you could not ascertain the amount received? I was told verbally by Mr. Collett the amount received, and I acted on that.
1232. Can you tell the Committee how much work you certified for—you and Mr. Bayley? Well, I dare say I could. My vouchers are all to be procured. I have got vouchers here, but I am not satisfied about them. There may be some omission here. They are easily obtained from the office.
1233. How much do you make it? I cannot give you any figures, sir; at least I do not wish to give you any.
1234. *By Mr. Dick:* You cannot give the Committee a detailed statement of the amounts for which you sent in vouchers—you and Mr. Bayley, or you individually? I can give it to you, but you had better receive it from the office officially. I have got copies here, but I do not wish to give them in. I decline to give them in.
1235. You decline? Yes.
1236. That is your opinion—that we had better get them from the office? Yes, I do not think I ought to give you any out of my measurement books.
1237. When you give in a voucher for so much work done, is that the amount less the amount that should be deducted—Suppose, for instance, 10 per cent. were deducted, and five hundred and fifty pounds worth of work was done, you would give a certificate for five hundred pounds—is that so? That is generally the case. The deduction is 20 per cent.
1238. On some things? On all things in this contract.
1239. It is 40 per cent. on metal? It is 20 per cent. on the whole contract—20 per cent. on the metal when it is on the road.
1240. I think I understood you to say the other day, that on one matter it was 40 per cent.? That was where metal was broken but not delivered on the road.
1241. Did I understand you to say so? That was metal which was broken but not delivered on the road, and that 40 per cent. was retained until it was carted on to the road.
1242. Then, in some cases, 40 per cent. is deducted? In that case it was deducted.
1243. Therefore, the amount you have certified would shew the amount of work, less those deductions? In that case.
1244. Well, less the deductions in all cases. I simply wish to know whether you certify for the whole amount that is done, or for the whole amount less the amount deducted—what is the usual practice? To deduct the per centage.
1245. You certify, less the per centage? I have answered that several times now.
1246. Can you state what amount of work was done from the time you last measured the work, on the 28th of September, to the time you last saw it, the 5th of November? No, I decline stating.
1247. Do I understand you, that you can do so, but you decline, or that you cannot give the information? I can do, but I decline.

1248. *By Mr. Hoskins* : What is the reason—have you any objection to state the reason? I decline giving you the information. Mr. Robert Quodling.

1249. *By Mr. Dick* : Have you any other means of ascertaining the amount that has been paid to the contractor, except what you have heard from Mr. Collett? I refuse to answer that question. 6 Dec., 1861.

1250. You stated to the Committee, that the amount required to finish the contract, after stating the deficiency, would be eighteen hundred or two thousand pounds—do you mean that that was the amount required on the 28th of September, or on the 5th of November? That was the amount required on the 12th of August, sir, the date of that measurement. What I want to prove is, that the moneys were paid before they were due. I am only taking the dates of the last vouchers, and any further information I decline giving.

1251. *By Mr. Lucas* : Do I understand that the matters on which you decline to give information have occurred since your resignation? Yes.

1252. *By the Chairman* : Are you declining to give information that you really can give—that you are in possession of? I have got information, but I am not in a position, at the present time, to lay it before you.

1253. Are you withholding information that you know of your own knowledge—or is it only hearsay evidence that you cannot properly substantiate—is that the reason you are withholding it? That is one of my reasons; I am not prepared at the present moment, to give it to you.

1254. Does this question refer to matters with which you were officially connected? Which question?

1255. The information Mr. Dick asks from you, and which you do not wish to give? No.

1256. Have you given all the information which you had officially? Yes.

1257. And do you mean to say, then, that this information is what you could not personally substantiate? It is information which I could not personally, at the present time, substantiate.

1258. Is that your reason for declining to give the information? That is my reason.

1259. *By Mr. Dick* : Do you decline to give any evidence to the Committee which you cannot personally substantiate—is that so? I do.

1260. You continued on duty until you resigned—you were engaged superintending until the day of your resignation? Yes, up to the 18th of November.

1261. The 13th of November, was that the date of your resignation? That is the date when I was relieved.

1262. The date you were relieved? Yes.

1263. How do you make it out? I am not paid for that service yet by the Government.

1264. One of your reasons for not giving information is that you are not paid by the Government? That is not one of my reasons.

1265. Is that one of your reasons? I decline answering—it is not one of my reasons.

1266. You have told the Committee all about the contract in the first instance, up to the time of your resignation; how is it you cannot tell us what took place between the 28th of September and the 5th of November, while you were in the Government employ? I have not the papers with me, sir, but you can get my reports from the office for those dates.

1267. Would your papers shew the amount of work done from the date of survey, the 12th of August, until your resignation? Well, if you get the papers you'll see.

1268. Will they shew it—I am asking you the question? I think they will—I am not quite certain. If you get them they will shew.

[*Mr. Dick appealed to the Chairman. Witness withdrew. Committee deliberated. Witness re-introduced.*]

1269. *By Mr. Dick* : You stated that you were relieved on the 13th of November, Mr. Quodling, is that so? Yes.

1270. Is that the day you consider you left the Government service? That is the day I consider I left the Government service.

1271. Did you continue at work up to that time? Up to that time.

1272. In the Government employ? In the Government employ.

1273. Have you claimed payment up to that date? I claim payment, but I have not been paid.

1274. Can you tell the Committee the portions of the works which you say were deficient on the 12th of August? That is a mistake. It is October the 12th, and not August the 12th.

1275. And you meant October the 12th instead of August the 12th, just now? Instead of August the 12th.

1276. Can you tell what works were completed from that date to the 13th of November? I cannot tell it; I refuse to tell it.

1277. *By the Chairman* : As I understand you, you mean that you have not information which you can speak to positively, and there is nothing offensive in declining. But you say you "refuse," an expression which conveys something more than you are aware of—that you are withholding something which you are in a position to give. For your own sake it is desirable you should not leave an impression of that kind in the minds of the Committee. I suppose your meaning is that you cannot speak positively. If that is your meaning, and you will say that, there can be nothing offensive in the reply, and no one will object to it? —

1278. *By Mr. Dick* : Did you measure any works between the 12th of October and the 13th of November? I have just answered that question.

1279. *By Mr. Hoskins* : That is a very simple question, Mr. Quodling? No; I did not measure any works.

- Mr. Robert Quodling. 1280. *By Mr. Dick*: Will you tell the Committee why you did not? I have no reason.
1281. What part of the line were you engaged on between those days? I cannot tell you from memory. I have not any paper with me, and I cannot speak positively about it.
- 6 Dec., 1861. 1282. Did you superintend any portion of the Doughboy Diversion between these days? Well, I believe it was under my charge to the date of my resignation.
1283. Did you go to superintend them on those days? No, I believe I did not.
1284. Were you at the works with Mr. Hannington? I was over the works with him several times.
1285. Were you at the works with Mr. Hannington between the two dates to which I refer—the 12th of October and the 13th of November? I believe I was, but I cannot speak positively.
1286. Where were you when Mr. Hannington made this report from your notes? In Murrurundi, I believe.
1287. In Murrurundi? Yes.
1288. Had you sent in your resignation, then? No, I think not.
1289. Did you make any memorandum at the time you saw it? I do not recollect. I might have made a memorandum.
1290. If Mr. Hannington states that he wrote this letter (dated 24th October) two days after it bears date—is that a fact? He might have done so. I cannot say.
1291. On what day did you receive it from him? I forget now the day I received it from him.
1292. Did you receive it by post, or did he deliver it to you personally? I think he gave it to me personally.
1293. I am now referring to Mr. Hannington's letter to you, dated the 24th of October—did you receive it on the day it bears date? I am not certain that I did.
1294. Do not you recollect whether you received it before or after you sent in your resignation? I think I received it before I sent my resignation in.
1295. Your letter of resignation bears date the 24th of October—did you post it on the same day? I am not certain about that.
1296. Where did you receive the letter from Mr. Hannington? I do not recollect at the present time.
1297. How long after Mr. Hannington had seen your notes? I do not remember.
1298. You have no doubt it was at Murrurundi that you shewed him your notes? I am not certain. He was with me when I took my notes at different times.
1299. How often had you been at Murrurundi between the 12th of October and the 13th of November? I cannot answer that. I do not know.
1300. Were you there more than once? I do not know. I cannot answer you.
1301. Now, can you say whether you saw Mr. Hannington there? I do not recollect. I have not my diary with me at the present time.
1302. Well, I do not wish to press it, but this was rather an important letter you received from Mr. Hannington, was it not? Not of the slightest importance.
1303. Does it not corroborate your statements? No, I do not require it to corroborate any statements I have made.
1304. What was your object in getting it from him. I do not know that I had any particular object in getting it from him.
1305. Did he volunteer it to you, or did you ask him for it? I asked him to sign for the returns. I told him that I would refuse to certify, but that if he liked to certify he could do so. I told him I was going to resign, and that if he liked he could certify.
1306. Is this the usual way to certify, or on a printed form? I do not know that it is the usual way.
1307. How do you certify, by a printed form or by letter? I do not understand the question.
1308. You say you asked him to certify as to the works, and that you declined? To sign the vouchers.
1309. He might certify, but you declined—was that the ordinary way? He said if I did not sign the vouchers he could not do it, or would not do it. I then said you had better write me to that effect, and he wrote that from my notes.
1310. Do you not recollect where the conversation took place? No, not at the present time.
1311. You recollect the conversation distinctly? Yes.
1312. Try and recollect where it took place. Have you your diary in Sydney? I have a diary in Sydney.
1313. The diary you refer to, will that tell you? Yes; it is a private document though.
1314. If you referred to that, would it tell you where you saw Mr. Hannington? I think it would; I think I made a memo. at the time.
1315. You made pretty voluminous memoranda during the last month or two of what took place? I have been pretty careful what I have done.
1316. Did you ever before ask Mr. Hannington to certify for works? No; I did not think it was necessary to ask him before.
1317. Is it usual to ask the overseer to certify? Mr. Hannington being a gentleman who knew nothing about the work, I thought it was not of the slightest use asking him, so I visited the works myself.
1318. Do all the overseers certify to works? All the other overseers used to certify to the returns in his district.
1319. But Mr. Hannington was unable to do so, and you assisted him? Mr. Hannington was unable.
1320. And you assisted him? He is not called upon to do so, because the payments were made without certificates; in the other works all sent in certified vouchers.

1321. This certificate appears to certify for what is not done, and not for work done. Did you ask him to certify to work not done—for deficiencies? I do not understand the question.
1322. You stated that you refused to certify to work that had been done, and therefore you called Mr. Hannington to certify. I have read this letter, and it appears to me to certify to certain deficiencies and not to work done, and I ask you whether you asked him to certify to deficiencies? What I asked him to certify—if you will turn to my letter—was to the very returns I certified to myself.
1323. Has the letter been already put in? Yes.
1324. And is this letter a reply to it? Yes.
1325. Where was it written from? I do not recollect where I wrote it from, but I believe I wrote him a letter.
1326. Would your diary shew it? I think it would.
1327. Was it written from where it is dated. I think so.
1328. When did you see Mr. Hannington last? I do not remember. I saw him when I was coming down the road.
1329. Where? At Murrurundi.
1330. How long after his appointment was it when you discovered that he was unable to perform his duties? I found that out the first few days.
1331. Did you make any representation to that effect? No, I did not consider it necessary. He was willing to learn.
1332. Is it very easy to learn that sort of business? Well, it is pretty easy, I should think; but it was no use my reporting —
1333. *By Mr. Lucas:* What was the answer? It was no use my reporting unfavourably after he had been appointed by Mr. Collett.
1334. *By Mr. Dick:* Why not? Because he is a particular friend of Mr. Collett's.
1335. And because he was a friend of Mr. Collett's you allowed him to remain in his office although he was incompetent—is that so? Yes, that is it. I had nothing to do with the appointment.
1336. *By Mr. Dalgleish:* Had you any power of discharging him? Oh! no power at all. He was appointed by the Minister for Public Works.
1337. *By Mr. Dick:* You had no power to suspend a junior officer? No.
1338. *By the Chairman:* Did your power extend to reporting him if he did anything wrong? Yes, if there was anything wrong—very wrong against him.
1339. *By Mr. Dick:* Then do you think Mr. Hannington, at the time he wrote this letter (it appears to be dated 24th October) had obtained such experience as to be competent to give an opinion in reference to the works? He is not competent now to give any opinion on the works.

Mr. Robert
Quodling.
6 Dec., 1861.

APPENDIX.

A.

Willow Tree, 6 August, 1861.

Sir,
I have the honor to request that you will furnish me with a statement shewing the amounts paid to Mr. Martindale, on account of Doughboy Diversion contract.
I purpose taking the works over from Mr. Superintendent Bayley to-morrow.

The Commissioner for Roads,
&c., &c., &c.,
Sydney.

I have, &c.,
ROBERT QUODLING.

B.

Singleton, 6 March, 1861.

Sir,
When you were directed to superintend the Doughboy Diversion contract, it was with a view to push forward the works as much as possible, and to give every facility to the contractor, by sending in returns, less 10 per cent., of all work, at least every fortnight; and if you had had any doubt on this point, or on the portion of the contract which I required first completed, it was your duty to make the necessary inquiries. If you had been at your post when I surveyed the Doughboy Diversion, you would have known what my wishes were. I have directed Mr. Bayley to superintend the wood-work, and you will superintend the earth-work, of the Doughboy Diversion, independently of each other. You will send a detailed report of all the principal works in your district; and also the balance in hand of any moneys appropriated in 1860, specifying each appropriation. Send this to Sydney by Monday's mail.

— Quodling, Esq.

Yours, &c.,
WILLIAM R. COLLETT.

C.

*Department of Public Works,
Road Branch, 14 October, 1861.*

Sir,
I am directed by the Commissioner to state, that the sum of £317 10s. has been paid to bank, as per margin, on account of the Northern road.

R. Quodling, Esq.,
Tamworth.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

*Margin:—
No. 61-1338.*

Paid B. N. S. Wales, Tamworth.

	£	s.	d.
Cr. R. Quodling, on account taskwork	17	10	0
Paid Commercial Bank, W. Maitland.			
Cr. J. Martindale, on account Doughboy cont.	300	0	0
	<u>317</u>	<u>10</u>	<u>0</u>

MONDAY

MONDAY, 9 DECEMBER, 1861.

Present:—

MR. DALGLEISH,
MR. DANGAR,
MR. DICK,MR. T. GARRETT,
MR. LUCAS,
MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. Thomas Evans called in and examined:—

- Mr. Thomas Evans.
Dec., 1861.
1340. *By the Chairman:* What is your occupation? Innkeeper.
1341. Where do you reside? At Doughboy Hollow, district Murrurundi.
1342. Have you heard anything as to the reasons why this Committee is sitting? I have seen it in the papers.
1343. I may just mention that we are inquiring into the circumstances connected with the late resignation of Mr. Quodling, and that we are also empowered to inquire into matters generally connected with the public works on the Northern Road. The attention of the Committee has been called to the circumstance of a testimonial presented to Mr. Collett, in regard to which it was mentioned by Mr. Quodling that you could give some information—do you remember anything of a testimonial given to Mr. Collett? I gave towards a testimonial.
1344. You subscribed to it? Yes.
1345. How long ago was that? About six months ago; I am not quite certain as to the date.
1346. In what shape was the testimonial given—was it a sum of money or anything else? I gave money.
1347. Was it a subscription of a number of persons? I was asked to give, and I gave.
1348. May I ask what you gave? £1.
1349. What was the total amount, do you know? I think when I saw the list there was £28 or £30.
1350. Are you not acquainted with any further circumstances connected with this testimonial? I was not present when it was presented; I was asked to give, and I gave.
1351. By whom were you asked to give? By Mr. Martindale and Mr. Greer.
1352. What position do Messrs. Martindale and Greer occupy? They are contractors.
1353. Both contractors? Both contractors, I believe.
1354. Did they ask you—did they appear very anxious that you should subscribe? They asked me to subscribe to a testimonial to Mr. Collett, and I asked them why; they said, they wished to mark their appreciation of what he was doing for the roads.
1355. Did they not specify particularly what he was doing that excited their approbation? No. I objected at first, but I afterwards gave. I asked them if they knew what they were doing—I forget now exactly what I said, but it was something to the effect that it did not look well for contractors to give a testimonial to a Commissioner; that it was placing him in an awkward position, I thought.
1356. What did they say to that? I said, suppose I was to ask one of the Members of the House, meaning the Assembly, to inquire how it was, it would be very awkward for Mr. Collett, and would be placing him in a position he ought not to be in. They said they did not think of that before.
1357. Did that prevent their receiving money from you? No.
1358. Do you know anything of the circumstances of its being presented? I was not present, but I saw an account of it.
1359. Was there an account of it in the papers? Yes; I was invited to attend, but I did not go.
1360. There was a public presentation of it? Yes, so I believe, but I was not present.
1361. On what grounds were you asked to subscribe to this testimonial? I do not know, unless it was in common with others.
1362. Surely you would have some reason why you would give a testimonial to a public man, besides that of doing as others did? I generally give something to anyone that asks me, as far as I can.
1363. Whether it is deserved or not? I did not like to refuse, because I would not like Mr. Collett to think that I had any feeling towards him.
1364. Would you not consider a testimonial as an attestation of appreciation on the ground of some public merit? I could not see that it was so in this case, and I objected to give upon that ground.
1365. Did you consider that Mr. Collett deserved a testimonial? No; I thought his salary was ample.
1366. And you did not think it looked well for contractors to ask for contributions to this testimonial? No.
1367. Are you aware whether any others subscribed besides yourself and these two contractors? Yes.
1368. Did you see the two names of Mr. Martindale and Mr. Greer on the list? I cannot say that I recollect.
1369. Do you know the names of any others who subscribed? I know that there was between £20 and £30 at the time.
1370. Do you know whether Mr. Martindale held the contract for the Doughboy Diversion Works? Yes, I know he was the contractor for it.
1371. Are you aware of his having been in the habit of collecting subscriptions for a testimonial to Mr. Collett at any other time than this? I am not aware of it.

1372. Do you know anything of public works in the Northern District, generally; have you ridden much about? Yes, I have a good deal.
1373. Do you know anything particularly with reference to the contract of the Doughboy Diversion? I have been on it only once or twice.
1374. Did you come down it very lately? Yes.
1375. How long ago? Ten or twelve days ago.
1376. Do you think the works are finished, or nearly finished, at that new road? In coming down I did not pass the new works.
1377. You could not say whether the works were finished or not? No; it is three or four weeks since I was there.
1378. Are you a tolerable judge of the way in which works of that kind are done? No, only as an ordinary observer; I cannot say that I have had much experience. I was connected with the Maitland Road Trust for some years.
1379. Can you give an opinion as to the way in which this contract has been carried out? I do not know that I can. The road appears to me to be too narrow, that is one of the great faults. I remember in the month of March, 1860, counting 475 drays that passed along that road, and the traffic has considerably increased.
1380. Do you think the contract is being well done? I could not give an opinion.
1381. Are you aware what material is being placed on the road? The pitching material is very good.
1382. Is it good all along? The material is good; the pitching, that is the ground work, the first coating.
1383. The first coating—you do not know of the last? I have not been over to look at the other.
1384. You could not say what was put on the top? It was only partly done—done here and there.
1385. Do you know the difference between trap and shale? Yes.
1386. Do you know whether they are putting any shale upon the road? A mixture of both.
1387. You are not aware whether this was intended to be the top coating? No, I am not aware; I do not know what the arrangements are, or are likely to be.
1388. Do you know anything of the bridge from which it has been said iron-work has been taken away since it was completed? I have seen it.
1389. Do you know the bridge? Yes.
1390. Will you state what you know connected with the circumstances of taking away the iron-work? I heard one of the men stating to Mr. Quodling that the iron-work had been taken away.
1391. One of the men employed upon the works? Yes.
1392. He called attention to the circumstance that iron-work had been taken away? Yes; and I went out and saw that iron-work had been removed.
1393. Was this iron-work necessary to the construction of the bridge? I do not know; I suppose it must have been thought to be necessary, or it would not have been put there; but I do not think it would materially affect the structure.
1394. Was anything done to conceal the taking away of the iron-work? A tar brush had been put over the place, and wooden pins had been put in.
1395. Would you have noticed it unless your attention had been particularly called to it? No, I would not.
1396. You are not aware whether the iron-work was part of the work the contractor was bound to do? I heard the contractor say he was not bound to do it.
1397. What contractor was that? Mr. Martindale.
1398. Then in fact he admitted having taken the iron-work away? He admitted it.
1399. There was no concealment in that case? No.
1400. Was that bridge supposed to be finished at the time? No; the hand-rails were not to it.
1401. It was not open to the public? No.
1402. Do you know anything of the part of the road called the new cutting? I do not know, unless it is what is called Welsh's cutting.
1403. Is that a road lately made? If it is the one I imagine, it is at the far end of the Doughboy Diversion. (*Mr. Markham described the locality.*)
1404. Do you know anything of that road? I pass it occasionally.
1405. How long is it since you last passed it? When I came down here, in the latter end of November.
1406. Was the road open to the public at that time? No, one part of it was not.
1407. Part of it was closed in? Yes.
1408. Was it closed after having been opened to the public? It was closed on account of some repairs.
1409. Had it been opened previously? Yes.
1410. Was it a road that had been completed, then opened, and then closed again? Yes.
1411. Had it been closed a second time? I do not know about a second time; it was out of repair twice; it is closed now; it forms an elbow in the road.
1412. It is closed now? Yes.
1413. How long is it since it was opened to the public as a new road? I think about six or seven months—I am not quite certain.
1414. Do you know who was the contractor? Mr. Martindale.
1415. Did you pass over the road before it was last closed when it was a new road? Yes.
1416. In what condition was it then? It looked very well when it was first done, with the exception of being too narrow.

Mr. Thomas
Evans.
9 Dec., 1861.

- Mr. Thomas Evans. 1417. Did you travel over it so as to try it after wet weather? I was requested by Mr. Bayley, one of the superintendents, to go and look at it.
- 9 Dec., 1861. 1418. Then he considered you a person whose opinion was worth having? He felt indignant that it should be so bad after so much trouble.
1419. What situation did Mr. Bayley hold? Inspector of Bridges.
1420. He, as Inspector of Bridges, asked you to look at this road, because he felt indignant that the road was so bad after so much trouble? Yes.
1421. What was your opinion of it? I thought it was bad; the men had to go into the middle of the road to scrape the bad stuff away on to each side of the road, to let the mail and other vehicles pass.
1422. What was the reason of its being so bad? It should have been pitched.
1423. Did you observe the material on it? It was a sort of loam.
1424. Was there no trap upon it? I think it was composed of gravel and loam.
1425. There was no trap upon it? I do not think there was any trap upon it at this particular place; in some places there was a great deal of trap and the road was very good.
1426. On this particular part there was no trap? No.
1427. Was there any shale? If there was it was ground into powder.
1428. Then you think this road was very bad? It must have been when the traffic was obliged to be cut off.
1429. They are now mending this road again? It was being mended when I came along.
1430. By whom is it being now repaired—by the same contractor? That I could not say.
1431. You do not know? I do not know.
1432. By Mr. Hoskins: Have you ridden over this Doughboy Diversion Road lately? No; I walked over it about a month ago.
1433. Was that subsequently to Mr. Quodling's resignation? Yes.
1434. You know the big cutting? If it is the one called Welsh's cutting.
1435. The largest cutting? Yes.
1436. Do you consider the roadway wide enough for the traffic, or do you think it will require more excavation to make it a durable road? I think it is not half wide enough. Very few persons would conceive the amount of traffic on that road; as I have already said, 475 drays passed along the road in March, 1860, and the traffic is increasing.
1437. Have you been accustomed to road making—do you know anything of it? A very little; I was connected with the Maitland Road Trust several years.
1438. Do you consider that if at the cutting the roadway is narrow, it will in a short time become dangerous for traffic, in consequence of the drainage? Of course it will. Mails can now scarcely pass drays, if one is going up and the other coming down. A great part has come down already.
1439. If the roadway is generally too narrow, it would be more dangerous here in consequence of the cutting of the hill? I told Mr. Bennett so in the first instance, when he was marking it out.
1440. Have you looked lately at any of the bridges on this contract? Yes.
1441. Do you know whether iron bolts and straps were originally put to fasten the timber of these bridges? Yes.
1442. Do you know that they have been removed? I do not know that they were ever there; I saw where the holes were filled in with pieces of wood, and where the pieces were cut out to let the plates in level with the wood.
1443. Do you consider the superstructure unsafe in consequence of these iron bolts having been taken away? The superstructure is very good; I do not think any fault could be found with that.
1444. Do you think the bridges would be as secure having wooden bolts as iron? They would be better with iron of course, but the workmanship and timber is very good; there is only one fault I know of, and that is in the decking.
1445. What fault do you find with that? I do not find fault with it, but I hear the carpenters say that they ought to be planked instead of floored with split stuff; that the split stuff will not last two years.
1446. Do you not know that by the terms of the contract they were to be slabbed? No.
1447. Did you ever hear any of the men working upon this portion of the road say that the bridges would be unsafe, in consequence of the removal of these iron bolts and straps? No, I only heard them speak of the decking. In fact, the construction, both as regards material and workmanship, is very good.
1448. Do you know whether the channel of the Doughboy Creek is stopped up by Mr. Martindale, in excavation? That I cannot say.
1449. Do you know anything of Mr. Clark, who was overseer on the road some time? Yes, years ago.
1450. How long is it since he was Superintendent? He was never on that side. I think he was between the Doughboy Creek and Scone.
1451. Is he now in the Government service? I am not aware; not there.
1452. How long was he in charge of parties there? I could not tell; some months—perhaps six or twelve months; I could not say.
1453. Did you know him before he came there? Yes.
1454. What had he been? I knew him at Mr. Lipscombe's, the druggist.
1455. How long was that previous to his being appointed overseer? Some years; he then went to the gold-diggings, and I lost sight of him.
1456. Do you know whether, previous to being appointed, he had ever had any charge of a road? I do not know.
1457. Have you ever heard? I have never heard. I do not know of my own knowledge.

Mr. Thomas Evans.

9 Dec., 1861.

- 1458. Did you consider the roadway at Doughboy Diversion properly consolidated? I could not give an opinion.
- 1459. Do you know the Armidale Bridge at Murrurundi? Yes.
- 1460. Did you ever inspect that bridge? Only in passing it.
- 1461. Do you know whether any white gum is used in the construction of that? I do not know; I consider it one of the best bridges on the road as to workmanship, but I do not know of what material it is built.
- 1462. What is your opinion of white gum—is it a durable timber? Everybody thinks it will soon decay.
- 1463. Are residents in that neighbourhood in the habit of using white gum for building? No.
- 1464. They consider it an inferior timber? Yes.
- 1465. Do you know Mr. Greer? Yes.
- 1466. What is Mr. Greer? A sub-contractor—he takes contracts under Mr. Martindale.
- 1467. Has he never to your knowledge had a contract under Government direct? Not to my knowledge; I have heard of his having a contract, but I do not know it.
- 1468. You know he has had a contract under Mr. Martindale—a sub-contract? Yes.
- 1469. Do you know Mr. Clements? Yes.
- 1470. Has he ever been in the Government service there? Yes, he has.
- 1471. In what situation? Overseer, at one time.
- 1472. How long ago is it since you first knew him as a road overseer? More than two years ago.
- 1473. Has he continued from that time to the present as road overseer? No, I think he was dismissed.
- 1474. Do you happen to know for a certainty that he was dismissed—in a small community like that in which you live these things are generally known? I know it only by report.
- 1475. You have heard that he was dismissed? Yes, I have.
- 1476. Did you hear what he was dismissed for? I do not recollect now what he was dismissed for, but it was reported that he was dismissed.
- 1477. What followed afterwards—how did he employ himself after he was dismissed—did he live in the neighbourhood? He went to live at Scone, and I lost sight of him.
- 1478. Has he ever been a contractor under Mr. Martindale? I have heard of his being a contractor in company with Mr. Greer.
- 1479. Subsequent to his dismissal? Yes.
- 1480. Where was he contractor? About Scone and —
- 1481. Do you know anything about this contract? I do not indeed.
- 1482. Was Mr. Clements afterwards in the employ of the Government as road overseer, was he reinstated? I have heard that he was employed, but I do not know.
- 1483. Do you know where he is now? In Scone.
- 1484. What is he doing in Scone? That is his place of residence; I do not know anything about him; I am thirty miles away.
- 1485. Has he had charge of any men under Mr. Collett as a Government officer subsequent to his having a contract? I have heard so.
- 1486. Where did you hear that he had charge? I heard he was superintendent from the Island Home to—
- 1487. Do you know how long he superintended that work? A few months.
- 1488. Is he now in the employment of Government? That I could not say; report says not. I have heard that he was suspended by Mr. Brown about a fortnight ago.
- 1489. Why was he suspended? For misconduct, I suppose; I do not know.
- 1490. What misconduct have you heard? I would rather decline to answer the question.
- 1491. You can surely say what you have heard? I would not like to say anything prejudicial to another, unless I knew it.
- 1492. *By the Chairman:* I understand you to say that you do not like to speak of these matters unless you knew them of your own knowledge; if you knew anything of your own knowledge, you would not object to state it to the Committee? As a conscientious man I do not like to quibble, and I would not tell a lie; besides, as I have fine feelings, I would not like to injure another.
- 1493. Would you prefer injuring the public to injuring a private individual? As one of the public, I feel bound to do what I can to see things carried on properly.
- 1494. *By Mr. Hoskins:* I will put the question in another way,—did you recently hear that Mr. Clements had been suspended for drunkenness? Yes.
- 1495. Did you ever hear that Mr. Brown had found him drunk in a public-house with £200 in his pocket, that was intended for the payment of the men? That was the common report in Murrurundi, when I came through.
- 1496. Did you hear that this money was given to Mr. Clements to pay wages? That was the report.
- 1497. You do not know whether Mr. Clements has been reinstated, or whether he has been dismissed? I do not. It took place a day or two before I left, and I have been away ten or twelve days, therefore I do not know what has taken place.
- 1498. Do you recollect a visit Mr. Collett made to your locality, when he expressed his final approval of the contract performed by Mr. Martindale at Liverpool Range? No.
- 1499. Can you give us the date? No.
- 1500. Can you give us an approximation? I do not know when Mr. Collett approved of the work; it is not my business.
- 1501. Keeping a public house you might have heard? I did not.
- 1502. Did you see Mr. Greer, Mr. Clements, and Mr. Martindale, who were contractors

under

- Mr. Thomas
Evans.
9 Dec., 1861.
- under Mr. Collett, going about Murrurundi or any other part, soliciting subscriptions to a testimonial? I have already stated that I saw two of the three—not Mr. Clements.
1503. Did they solicit you? Yes.
1504. Do you know whether they solicited every workman in their employ? I do not know that they solicited any.
1505. Did you expostulate with them? I did, out of justice to Mr. Collett; I said I thought they were doing wrong—that it did not look well.
1506. Were you asked to subscribe, and did you subscribe? Yes.
1507. Do you know a Mr. Williams, a road surveyor, who I believe, lives at Murrurundi? Yes.
1508. Did you know him previous to his appointment to that office? No.
1509. Do you know whether he filled the office of road overseer before? I never saw him or knew him before.
1510. Can you say whether Mr. Collett ever stated at a public meeting that Mr. Williams would make an efficient road overseer when he had acquired experience? I never attended any gatherings; I made it a rule to keep away.
1511. What part of the Liverpool Range did you say was in such a bad state? About half way up the range.
1512. In how long after this road was opened for the use of the public did this road become in so bad a state? We had an unusually wet season, and the traffic cut up the road so that it became impassable.
1513. Was there never any metal laid upon that road? If there was it was rough, not broken metal.
1514. Were there many or any men employed by the contractor after this road was opened to the public, to keep the road in repair? Two men were continually employed.
1515. Two men only? And when the road became impassable, a lot of men were sent on.
1516. Before that there were only two men employed? Yes; there were always two men, sometimes more when it was necessary.
1517. You do not happen to know whether there was any agreement between Mr. Collett and Mr. Martindale, with reference to Mr. Martindale keeping the road in repair for a certain time? No.
1518. At all events you are not aware that there were more than two men employed? When the road became impassable there were more put on.
1519. There is no scarcity of trap or basalt for metalling that road? It is very abundant.
1520. *By Mr. Dick*: Under whose superintendence was this Liverpool Range Road made? Mr. Bayley's at first.
1521. Had Mr. Collett anything to do with it? I suppose Mr. Collett had; I have seen Mr. Collett there several times.
1522. Had Mr. Collett anything to do with it at the time Mr. Bayley pointed it out to you? Mr. Collett was the Commissioner at the time.
1523. When Mr. Bayley said that the road was very badly done, did he mean badly done by the contractor, or that he regretted he had been unable to make a better road than he had? Mr. Bayley had been priding himself upon having such a good road made, but he was indignant to find that after all his trouble it had turned out so badly. He said to me, "You would be surprised if you were to see the state it is in," and wished me to see it; I did see it, and he was regretting that he had not made so good a road as he expected.
1524. Was that from any fault of the contractor? I do not know whose fault it was.
1525. Did he state whose fault it was? Of course he would consider it was the fault of the contractor.
1526. Was the road completed and out of the hands of the contractor? Not at that time.
1527. You say you subscribed to this testimonial; did you approve of Mr. Collett's conduct at that time? I gave it for two reasons:—I generally give what I can to everybody that asks me; and another reason was, that Mr. Collett should not think I had any feeling against him, although I remonstrated with them, and said I thought they were putting Mr. Collett in a position he ought not to be placed in. I referred to its being collected from contractors. After that they discontinued asking any more; they said they had not thought of it before.
1528. Did you, at the time you gave that, consider Mr. Collett an efficient officer? I could not tell; Mr. Collett was not often there. I am not a competent person to judge in these matters; I could not give an opinion.
1529. Doughboy Diversion passes very near to your place, does it not? Yes.
1530. You had frequent opportunities of visiting the work? Yes.
1531. Do you know anything about the terms of the contract? I do not.
1532. Can you state whether any portion of it was completed at the time you left? They were very busy trying to complete it; they thought they would have it open by Christmas.
1533. You say that the chief fault of the road is, that it is too narrow? Too narrow by half.
1534. You are aware that the bridges were extended from twelve to eighteen feet in width? It does not matter so much about the bridges as about the road.
1535. Are you aware that the bridges were widened? No.
1536. Do you know the width of the bridges at present? I should think about twelve or fourteen feet; I could not say.
1537. Supposing Mr. Collett has widened the bridges from twelve to eighteen feet, do you think that an improvement? On some of the bridges a person cannot drive a team across without going behind. It would not be safe to go by the side of a team at Lennie's Creek.

1538. Some of the new bridges at the Doughboy Diversion? No; I am speaking of the one near Singleton; the one that was attempted to be blown up.
1539. With regard to the iron-work—you say that some of the iron-work was removed? Yes.
1540. Do you know whether the full quantity that ought to have been on the bridge was left after this had been removed? There could not have been the full quantity; there must have been some deficiency when they were removed.
1541. Do you know how many spikes were in the bridge? No.
1542. You do not know the full quantity? I had no idea that I should be called upon in this inquiry, and therefore I did not take notice.
1543. With regard to this testimonial, was it ever presented to Mr. Collett? I believe it was.
1544. Will you tell me where? At Murrurundi, I think.
1545. Was it publicly presented? Yes. I was invited to attend.
1546. Was there a dinner on the occasion? I think there was.
1547. Who was in the chair? I only know by report, unless Captain Wheeler —
1548. Do you remember whether Mr. Brodie was in the chair? I do not know.
1549. Do you know that Mr. Alexander Brodie, of Murrurundi, was in the chair? I do not.
1550. Did you ever see any account of it in the paper? If my recollection serves me rightly, it was published.
1551. It was publicly done? Yes.
1552. It was no secret? No secret.
1553. At what house was it given in Murrurundi—was it not at Mr. Wightman's, one of the most respectable hotels at Murrurundi? I am not certain whether it was at Wightman's or at the Sydney.
1554. After you pointed out to these contractors that it did not look well for them to be asking subscriptions, they left off? I think they said they would.
1555. Did they ask anyone afterwards, to your knowledge? No.
1556. Do you know anything about Mr. Quodling's resignation? Only that he has resigned.
1557. Do you know anything about the causes that led to his resignation? I have seen by the papers —
1558. You know nothing more than you have seen by the papers? I have heard from rumour that there has been some misunderstanding.
1559. Have you heard any charges made against Mr. Collett? In what respect?
1560. In any respect? No.
1561. Do you know of any charges? I have heard the men talk of Mr. Quodling condemning the work. I have heard some of them object to his condemning the work.
1562. Has any matter come under your own knowledge, with reference to Mr. Collett's management of the road, you would think it desirable for the Committee to know? I do not think it necessary, farther than I have already said, that in my opinion the road is too narrow.
1563. I think you hardly understand my question—Mr. Quodling has resigned, and has made certain charges against the Road Commissioner; I ask you if you know of any charges against Mr. Collett? It is not my province; I should not know of anything.
1564. You do not know anything? I should only know from report.
1565. Do you know of any malpractices on the part of Mr. Collett? No.
1566. Do you think the works on the Doughboy Diversion are much improved? They are improved; they could not do anything but improve them, they were so very bad before; still, I think, they might have been improved a great deal more.
1567. How often did Mr. Quodling visit the works? Frequently; he was sometimes at Tamworth, sometimes at Armidale; he was always moving about; he was a very active man.
1568. How frequently has he visited Doughboy Diversion, are you aware? I could not say; very frequently.
1569. What kind of man is Mr. Martindale—a respectable tradesman? He is considered so; I do not know him beyond his being a contractor there.
1570. How long have you known him? Only since he has had this contract.
1571. How long is that? Fifteen or eighteen months.
1572. What has been his conduct, so far as it has come under your observation? I have seen nothing else.
1573. Have you heard anything to his prejudice? There were various reports before he came there. The men had some misgivings at first, but they have always been paid, and they are satisfied.
1574. You have said you do not know anything about the terms of the contract—you do not know whether he was bound to keep the road in order for any time? He told me he was bound to keep it in order, that is the Liverpool Range, the Murrurundi side.
1575. Have you seen Mr. Martindale pay his wages yourself? Yes.
1576. He is known as a man who pays punctually? Yes. He is away sometimes, perhaps six weeks, but when he comes back he will pay. For instance, he may pay his men to-day, and then he will go off to Grafton or Mudgee, and when he comes back he will pay; he may be away in this manner for five or six weeks.
1577. Do you make any charges against Mr. Collett? No.
1578. Do you make any charges against the general management of the road? You have heard my observation, that I think the road is too narrow, and that it will require a great deal of money to keep it in repair, for every dray follows in the same track, and then the metal thrown on the top will work under and the mud will be brought to the surface.
- 1579.

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- Mr. Thomas Evans. 1579. You are aware that there is only a certain sum allowed for repairing the road? No, I do not know that.
- 9 Dec., 1861. 1580. *By Mr. Dangar*: How long have you been in Sydney—were you at home last week? It is about ten or twelve days since I left.
1581. You had no opportunity, then, of seeing Mr. Collett when he was up there last? No.
1582. Did Mr. Hannington accompany Mr. Collett to Sydney? No.
1583. You are aware that he is in town? I have not seen him.
1584. Is Mr. Martindale residing in the Murrurundi district now? Yes.
1585. Is he there still? He intended to reside there till the work was finished.
1586. Has he any men at work there from the Gap down to Murrurundi? There are men at work, but I do not know who is employing them.
1587. Are you aware that Mr. Greer took a contract from Mr. Martindale in the picce we are speaking of? On the diversion?
1588. You said just now that Mr. Clements was dismissed when he first held a Government situation? Yes.
1589. You are aware that he was dismissed for some irregularity in his accounts? I think that was one of the reasons, as far as the report goes.
1590. That he could not pay his men—that he had money sent up to pay his men, and there was a report that he was short? I heard so, and I have grounds for thinking so.
1591. Mr. Clements has been re-appointed since he was dismissed? The reason, I believe, he was dismissed for that is, that he came over to me and asked me to lend him £60. I said, "I am no money lender." He said, "I am afraid I will be dismissed; I have drawn "cheques and have paid them to Mr. Wightman, and they will be returned, as I have no "funds." I said, "Rather than you shall be dismissed I will let you have the money." I gave Mr. Wightman the money, and I have never been paid since.
1592. He was dismissed, and he then became a contractor with Mr. Greer? I think so; my answers are only from report; I do not know these things as facts.
1593. You perhaps have passed over the Sandy Creek Bridge near Muswellbrook—Donohue's? Yes.
1594. You are aware that Mr. Martindale erected that bridge? I was not aware.
1595. Have you heard complaints about that bridge being too narrow? Yes, from most people travelling on the road.
1596. The same applies to Falbrook? Yes.
1597. It is dangerous for a driver to walk alongside of his bullock team when passing over that bridge with a loaded dray? It is not safe.
1598. As an old resident and a judge of work, do you apprehend any accident from the narrowness of that bridge? If proper care is not taken, if a man goes alongside of his dray, it is very likely.
1599. If the bullocks are young, for instance? There is more danger from horses.
1600. Does not Mr. Hannington reside near Doughboy Hollow? I think he resides near the Willow Tree.
1601. Do you consider that gentleman competent for his duties as a road overseer? I have no way of knowing what is his competency, for I have never been with him on the works.
1602. How long has he been stationed there? About six months.
1603. You have heard no complaints in your neighbourhood as regards Mr. Quodling's general conduct and superintendence? No; the men do not like him.
1604. For why—what reason? He is too particular, I suppose.
1605. Is it generally reported in the district that he forces the men to do their duty; to work their regular hours, and to fulfil their contracts? They have objected on account of his looking about the works.
1606. He looks after it well? Yes.
1607. From your observation, you have no reason to suppose that he does not regularly attend to his duty? I always considered him to attend to his duties very properly; he is a very proper young man; his general conduct and behaviour are very good.
1608. When Collett was superintendent and visited that part of the country, did he continue long in his inspection? He used to go and look at the works frequently.
1609. Have you known him to travel from Muswellbrook to Doughboy Hollow and back again the same day? I only saw Mr. Collett when he came there and when he went away. I could not tell where he had gone.
1610. The piece of road you complain of is below the Gap near Murrurundi—the bad piece of road that is not ballasted? You mean on the Murrurundi side.
1611. Yes. Do you remember Mr. Greer carting sand on that road in August last? He had contracts there; I do not know what he was doing.
1612. *By Mr. Dick*: Were you in Murrurundi in August last? I do not know whether it was August, September, or October. I am in the habit of going there three or four times a year.
1613. *By Mr. Dangar*: The place I mean is about three-quarters of a mile from Murrurundi—Brodie Bridge? That is not the place I mean at all. I mean half-way up the range. The road is very good all along there.
1614. Do you think the alteration in the diversion made by Mr. Collett is an improvement in the road? It will be an improvement.
1615. I mean as to the two lines—there was a deviation from the original line—do you think the second plan is superior to the first? The line was surveyed at first by Mr. Debnam, and afterwards by Mr. Wells; Mr. Wells made one or two alterations.
1616. Which, in your opinion, is the best line, the first or the second? They were nearly together. There was only a slight deviation here and there; it was the same line. Mr. Bennett was down; I think he was a week there nearly.

1617. Before Mr. Quodling was appointed Mr. Collett had the superintendence of that part of the road? I think so.
1618. Before Mr. Bennett resigned? Yes.
1619. The work by Mr. Martindale had commenced before Mr. Quodling took charge? Yes, for some time; Mr. Bayley was the superintendent in the first instance.
1620. Mr. Brown has nothing to do with that part of the road? I am not aware. I have seen Mr. Brown there a good many times.
1621. Does Mr. Brown superintend from the Gap to Murrurundi? I do not know where he superintends; I have seen him there looking at the work.
1622. *By Mr. Lucas*: Can you tell me who is in charge of the Doughboy Diversion now—what superintendent is in charge? I do not know whether Mr. Hannington or Mr. Coghlan is in charge.
1623. Is Mr. Coghlan up there now? He was on the line when I came down.
1624. How long has he been there? He succeeded Mr. Quodling.
1625. Do you know how much money was subscribed to the Collett testimonial? Between £20 and £30 I think it was.
1626. Are you aware whether the Liverpool Gap was first pitched? A great portion of it was.
1627. Do you know what was put over the pitching? Trap, in parts of it.
1628. Other parts? The other parts were gravel.
1629. *By Mr. Hoskins*: What do you mean by gravel? It was a mixture of earth and gravel together.
1630. *By Mr. Lucas*: Was there any pipe-clay? It has a white appearance; that was merely for blinding.
1631. How thickly was this gravel put over the pitching? I could not tell.
1632. You have no idea whether it was a foot, six inches, or three inches—have you seen any of that stuff thrown off the roads on to the sides? Yes; there were men who went into the centre of the road, and threw it on either side to make a road through it.
1633. What has been put on the road since? It has been pitched with trap unbroken, and broken metal has been put on the top of that.
1634. Then there is a second coat of pitching? Do you mean the part that was out of repair?
1635. No; I mean the part that was first pitched, and which then had a mixture of clay and gravel on it? I could not say whether this part which was out of repair was pitched at all; a great portion of it is now being pitched.
1636. *By the Chairman*: You stated that after you remonstrated with these gentlemen who were soliciting subscriptions, their collection ceased? Yes.
1637. Do you know of your own knowledge that the collection ceased? They told me so.
1638. You know nothing of it except from hearsay—they said the collection ceased? Yes.
1639. *By Mr. Dalgleish*: At the same time they took your subscription after your expostulation? Yes.
1640. Although they said they would not take any more? They took it. I refused at first, but I afterwards gave it to them.
1641. *By Mr. Garrett*: Do you know who originated the testimonial? I think it originated with the contractors.
1642. You do not know whether it originated at any meeting? There was no meeting I think.
1643. You subscribed simply as a matter of business? Not as a matter of business. I belonged to the Maitland Road Trust some years ago, and I thought if I refused Mr. Collett might think I had some feeling against him, and I generally give to everything as far as I can.
1644. You said something about Mr. Quodling's general character—that the men found fault with him? Yes.
1645. The men you alluded to were the contractor's men? The men who worked for the contractor.
1646. Have you ever been on the works when you have heard any remarks made about Mr. Quodling by the men? I have never been on the works—it was in my own place.
1647. Was he in his manner to the workmen affable and conciliatory? I never saw anything wrong in his behaviour—nothing to find fault with.
1648. In his manner to the workmen? I never was on the works with him, but I have heard the men say they thought he ought never to have moved in this matter.
1649. Then it is since he has moved in this matter that you have heard the complaint? Yes.
1650. Not before Mr. Quodling resigned? Yes, before he resigned; but this matter was talked of before he resigned—these matters were mooted.
1651. How long? I should say a month or so.
1652. From whom did you hear it? From the workmen.
1653. Did you ever hear Mr. Quodling speak of it before he resigned? I have heard Mr. Quodling talk of the work not being as it ought to be.
1654. Did you ever hear him mention, before he resigned, any intention to bring any charge against the Commissioner? I have heard Mr. Quodling say repeatedly that the works had been done badly.
1655. How long ago was that? Some months ago.
1656. Did he state the ground of his complaint against the manner in which the work was being done? The men thought it was not right that Mr. Quodling should come along the work and condemn it.

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1657. Was that the men? Yes.
1658. With regard to Mr. Quodling's complaints as to the way in which the work was being done some months ago, did he state the specific nature or ground of his complaints? I have heard him find fault with the way in which the work was being done in general.
1659. Was this privately or publicly? I have heard him say so to me, and in conversation with others.
1660. In your public-house? Yes, in conversation.
1661. Have you heard him speak in this way in the public part of your public-house? Yes, when Mr. Hannington, Mr. Martindale, or Mr. Donaldson, (Mr. Martindale's young man,) has been with him.
1662. Have you ever heard the men complain of Mr. Quodling using violent language against them? Never; on the contrary, I have heard the men whom Mr. Quodling has employed speak highly of him; they said Mr. Quodling was a man who would have things done as they ought to be done.
1663. With regard to the narrow bridges, have they any side rails? Over the Doughboy Diversion?
1664. No, over Sandy Creek? Yes, it has side rails.
1665. What is the width—twelve feet? I never took that notice; it is a narrow bridge.
1666. The bridges on the Doughboy Diversion are wider? Yes, much wider. One bridge in particular is very good, the decking is planked, the others are of split stuff.
1667. How long is it since you have been on the Doughboy works? I have lived in the neighbourhood three years and a half.
1668. How long is it since you last saw the works? Within the last fortnight.
1669. Are the bridges completed? Some of them.
1670. Are they tarred? Yes, I think so.
1671. How many of them are there to be completed? I think there were only two wanted completion; they are all completed with the exception of side-rails.
1672. Then they are all tarred? Yes; of course the side rails would be painted.
1673. The floors? I do not know whether they were to tar the floors, because I believe they were to put metal on the floors.
1674. The beams are tarred? Yes.
1675. You did not notice as to the spiking of the bridges? No.
1676. Do you think the widening of the bridges is any improvement? Yes.
1677. Do you think it was necessary? Yes.
1678. *By Mr. Hoskins*: Did you ever hear Mr. Quodling, when he made complaints of the manner in which the contract was being performed, complain to the men themselves? I have heard the men say he complained.
1679. To whom did he complain, to them, to the contractor, or to his agents? To the overseers, the gangers, or whatever they were called.
1680. Have his complaints been very frequent as to the manner in which Mr. Martindale was performing his contract? It has been matter of conversation for months.
1681. Of conversation in your house between Mr. Quodling, Mr. Hannington, and Mr. Martindale? Yes; and when these gentlemen have not been present, I have heard Mr. Martindale say so.
1682. You have heard Mr. Martindale say that Mr. Quodling was frequently complaining? Yes.
1683. Have you heard the character of the complaints? As to the whole of the works; but, as far as I am able to judge, the framework of the bridges is very good, both as regards workmanship and timber. I do not think better work could be done. The decking is, I think, the only objectionable part.
1684. You have stated that Mr. Martindale told you that, by the terms of his contract, he was obliged to keep the Liverpool Range roadway for a certain time? Not by the terms of his contract, but that he had agreed to do so.
1685. Did he tell you the nature of his agreement? It is about two or three months since he spoke to me, and he said he had about another month.
1686. How long was that after it was opened? I could not say.
1687. What was he to receive for doing that? I do not know that he was to receive any thing—he did not say. He has two men always employed upon the road, because heavy-loaded drays cut it up so much.
1688. I want to know whether he at any time, in the course of conversation, told you that he was to receive any remuneration for keeping the road in order after it was opened? I never heard.
1689. How many men are employed by him? Always two; but after rain the road gets bad, and a lot of men are then put on.
1690. How soon after the road was opened was it that it got so bad as to be impassable? The first thing—almost immediately afterwards—before Mr. Quodling took charge.
1691. Can you give us an idea how long after? About two months.
1692. The roadway was cut up? I could not speak for a certainty.
1693. This roadway was impassable? It was nearly so.
1694. Between a month and two months after it was formally opened? Yes.
1695. Did you ever hear Mr. Hannington express dissatisfaction at the manner in which the work was being carried out—the Liverpool Range contract? Yes.
1696. You have a distinct recollection of the fact? Yes.
1697. What did he say? I have heard him say that no person could pass it.
1698. Why could they not pass it? That was his business, not mine.
1699. Was it because the work was badly performed—did he assign a reason for expressing that

- that opinion—was it because the contract was not properly carried out? I suppose that was the reason.
1700. Yet it was carried out afterwards? I am speaking about the Doughboy Diversion.
1701. I am speaking about the other place? I never heard him say anything about that.
1702. With reference to the Liverpool Range contract, you say the road there was impassable a few weeks after it was formally opened, but there were two men kept upon it by the contractor? There were always two men on the new road. When heavy drays of two tons or two tons and a half weight pass over it they furrow it up, and these men are employed to fill up the ruts. I do not know how long it was afterwards; I do not know when the Government took the road out of Mr. Martindale's hands.
1703. Can you tell when the traffic went on it? I think before Mr. Martindale had done with it; I cannot speak to facts or dates.
1704. You have heard a great deal of conversation with reference to Mr. Martindale—various reports with reference to the antecedents of Mr. Martindale? Yes; in the first instance, when he got the contract the men did not like working for him.
1705. You heard that he had had contracts in Victoria? Yes.
1706. Have you heard any particulars? Yes, I have; but sometimes men will speak disrespectfully of others without their deserving it.
1707. Will you tell us what you did hear? I have heard that he failed in some contracts in Victoria, and that he failed to pay his men.
1708. Did you ever hear that any Government officer in Victoria had refused to allow him to have any more contracts in that Colony? No.
1709. *By Mr. Dick*: You stated some time since, that Mr. Clements was short in his accounts, and you lent him money to pay them? I do not know whether he was short in his accounts; he drew cheques and had no funds.
1710. And he asked you to lend him money? Yes.
1711. How long is that ago? Eighteen months or two years.
1712. Mr. Collett was not Commissioner of Roads then? I do not know whether Mr. Collett was Commissioner of Roads or not, but that was the fact; Mr. Collett knew nothing about it.
1713. Was any representation made to Government about that? Not that I am aware of.
1714. You obliged him as a friend, to prevent him getting into trouble about the matter? He thought because he had been opposed to Mr. Wightman in politics that Mr. Wightman would report him, and he was afraid of being dismissed. I said, rather than he should be dismissed I would lend him the money.
1715. It was to prevent its coming to the ears of the Government? I do not know whether the Government knew anything about it. He subsequently paid all these dishonoured cheques except mine. He asked me at the time whether he should give me any security; I did not take any, and I have not since been paid.
1716. You stated that Mr. Clements was dismissed? I only know that from hearsay.
1717. Do you know whether he is now dismissed? No; I heard he was suspended, as I came through. I was told by Mr. Greer, and I was told by the coachman who drives between Scone and Murrurundi.
1718. Do you think the Northern Road has been improved, upon the whole, since Mr. Collett's appointment? Yes.
1719. Was it part of Mr. Quodling's duty to superintend the Liverpool Range contract? I do not think it is in his district.
1720. Can you tell me what Mr. Hannington and Mr. Quodling were doing on the Liverpool Range? I never knew they were on the range.
1721. I thought I understood you to say they were? No.
1722. *By Mr. Dangar*: Although you lent money to Mr. Clements he was at that time under Mr. Collett—as overseer under Mr. Collett? Yes.
1723. Before Mr. Collett was made a Commissioner? Yes.
1724. You observed the day labourers passing up and down the road to work? Whereabout?
1725. Along the road from your residence to Maitland? I could not say whether they were day labourers or not.
1726. Men working along the roads in ones and twos? Yes.
1727. You observed how they were employed in filling ruts? I had not an opportunity of seeing much, because I was in the mail, and travelled most of the journey by night.
1728. *By Mr. Lucas*: Do you know whether the bridges were tarred when Mr. Quodling resigned? I think they were.
1729. You say the floors were to be covered with metal or earth? They were not when I saw them, but I understood they intended. One bridge was decked with sawn timber, the others with slabs.
1730. Would you not expect the roads to be improved where large sums of money were expended upon them? Of course, otherwise it would be of no use to lay it out.
1731. Are they as much improved as you would have expected from the large amount expended? Hardly.
1732. *By Mr. Hoskins*: Mr. Dick asked you whether you did not think the Northern Road had been improved since Mr. Collett was appointed—do you know when Mr. Collett was appointed to look after those roads? Mr. Collett has had charge of the northern roads for some years.
1733. *By Mr. Dick*: Mr. Quodling states that “a regular loose and discreditable system” has been carried on since Mr. Collett has been in office—can you give us any information about this loose or discreditable system? I do not know anything about the system.

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Andrew Loder, Esq., J.P., of Colly Creek, examined:—

- A. Loder,
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1734. *By the Chairman*: Are you a squatter? Yes.
1735. Were you formerly a Member of the Legislative Assembly? I was.
1736. Are you a Magistrate? I am.
1737. Do you live near what is called the Doughboy Diversion? It is part of my squattage.
1738. Then I presume you are tolerably well acquainted with the character of the public works both at the Doughboy Diversion and on the northern line of road generally? Yes.
1739. This Committee has been appointed to inquire into the circumstances connected with the resignation of Mr. Quodling, who has made some charges against Mr. Collett, and also to extend their inquiries to the management of the works generally in the northern district—Have you any statement to make with reference either to the particular or to the general inquiry? I think I have. I am aware that Mr. Collett has been superintendent of the northern road for some considerable time. For the first two or three years that he was there I noticed that the culverts and the gravelling were not done as in my opinion they should have been, and I frequently spoke to Mr. Collett upon the subject; but at that time I was under the impression that Mr. Collett was rather too easy with the contractors, and that the culverts were not properly spiked or done in a workmanlike manner, and that instead of gravel a great quantity of loam was put upon the road. I must confess that at that time I thought it was merely an oversight of Mr. Collett, and that he was not so strict as he should be on the part of the Government, until about two years since, when I was coming down to the Assembly, and Mr. Martindale, the present contractor, overtook me on the road. At that time he was on the railway at Singleton.
1740. In what capacity? I believe as a sub-contractor. He overtook me at a place called Harpur's Gate, and I was passing over a particularly bad piece of road, my horse sinking up to his knees. He said, "This is a splendid road." I said "Is it? I am not aware of it." He said, "It is macadamized." I replied, "Surely you do not mean it." He said, "Mr. Collett passed this twenty months ago as macadamized. Mr. Miller was the contractor, and received 12s. 6d. a yard (for half a mile of it), but he and Mr. Collett understand each other. It is all right." From that time my suspicions were aroused.
1741. Was this after dinner that you saw Mr. Martindale? It was about two o'clock in the day. When I reached the Northumberland Hotel Mr. Robertson was standing at the door; he was at this time Minister for Lands and Works. He asked me how the roads were. I told him they were very bad indeed. I said, "You came down yesterday; you had an opportunity of seeing them. Did you notice that piece of road at Harpur's Gate?" He said, "It is without exception the most villainous piece of road I ever travelled over in my life." I said, "I am glad to hear you say that, for your favourite contractor, Miller, got 12s. 6d. a yard for doing that, eighteen months since." Mr. Robertson made use of an expression about my belonging to the Murrurundi clique, with rather strong language.
1742. Do you mean to say that the Minister for Lands used strong language? I am telling it as it occurred.
1743. I will not press you to repeat what he said? I think it is unnecessary; it was more emphatic. I must confess from that conversation—the conversation with Martindale—and some other matters that came under my notice, that I intended to have brought this matter forward if I had remained in the Assembly. When I came to Sydney I asked Mr. Robertson if he had kept his promise to inquire about the payment of this 12s. 6d. a yard, and he said he would put Captain Martindale in motion and let me know the result. Although I spoke to him several times about it, I did not hear the result; and on Saturday last when I saw him he said that at that time they were dividing the Lands and Works offices; that he had made a memorandum on the subject, but did not know the result; that he had left it for the Minister for Works to see into. On the same day I saw another piece of work called gravelling, which Miller had, at a place called Nailors, and I am satisfied I do not exaggerate when I say that there might have been a handful of gravel to a barrow-load or to a cart-load of loam.
1744. I suppose you are well acquainted with the meaning of the terms gravel, sand, and loam? I believe I am; I have taken notice of such matters for a considerable number of years.
1745. *By Mr. Hoskins*: Was it black loam? No, sandy loam; you may guess what it was like when Mr. Robinson said—"It is too bad; Arnold will be in town to-morrow; I intend to take him out and put a stop to it."
1746. *By Mr. Dick*: How long is that ago? Somewhere about two years ago, when I was coming up to the Assembly. With respect to the Liverpool Range, I must confess that considering such a large amount of money was expended upon it, it was impassable a very short time after.
1747. *By the Chairman*: After it had been opened? After it had been opened.
1748. Impassable for what? I saw thirty bullocks on a dray, and they could not go above six inches at a time, and I saw a man walking behind—I think they call him a permanent man—a German whom I always see upon the road—throwing large boulders into the wheel tracks, stones of a very large size.
1749. Are you aware whether this man was employed by the Government or by the contractor? He said he was employed by Mr. Martindale; that he was the only man on the road, and that Mr. Martindale was getting £50 a month, for six months, for keeping the Liverpool Range road in repair.
1750. Do you know this man's name? No, but I know him well; he is on the road now, or was the other day—in fact I have seen him on the road the last three or four months. He told me that he was the only man on the road, and that he got £2 a week from Mr. Martindale, and that Mr. Martindale got £50 a month from the Government.

1751.

1751. *By Mr. Dick*: Is he now getting £50 a month? I do not know from my own knowledge, only from what he told me. At the time he spoke to me he said the six months would expire in about six weeks. It was impassable, or nearly so, for several weeks; but not expecting this Committee would be set in motion, I did not jot down dates.

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1752. *By the Chairman*: Will you specify the place? The Liverpool Range, the contract on which Mr. Martindale got £700 for additional work, from the top of the Gap down to Brodie's stone-quarry.

1753. *By Mr. Dick*: The main road to Armidale? Yes. After this man telling me that he was the only man who was employed on the road, and had been for two months; passing by, two weeks after, I saw a second man working with him. I said, "Have you got a mate; how long have you had him?" The other man then said he had been with him some time. I said I had been up and down the road for several months, nearly every week, and I had never seen him.

1754. Do you know this man's name? No. I have known the German, by sight, for some years; he has been living at Murrurundi; in fact he was living upon an estate of which I am trustee. I do not know the particular date when the road was opened, but I noticed after it was opened for traffic, that several times when passing immediately after wet weather, that it was shut up by two panels of fence that would exclude the public. This was when the teams were in the habit of travelling up and down.

1755. With reference to the piece of road, was it after heavy rains—? Yes, after heavy rains it was impassable; parties have preferred going up the old road. It is well known on the road as the pipe-clay piece, where I saw the thirty bullocks; it was the part where Mr. Martindale got £700 for his extra contract.

1756. *By the Chairman*: As regards that, your knowledge is not personal—you speak as to general report as to the contract? I believe I was in the Assembly when £1,500 was voted, and when I asked whether that had finished the work, I was told by Mr. Martindale that he had got £700 for additional work.

1757. *By Mr. Dick*: Who superintended the work at that time? I believe Mr. Martindale; I have seen him frequently on the road. Mr. Collett, I believe, had charge of it as the Government officer.

1758. At that time Mr. Martindale was not the contractor? Yes, he was.

1759. You say he was superintendent? Do you mean the particular officer? I always looked upon Mr. Collett as the head of the Northern Road, if that is what you mean.

1760. Who certified to the £700? I do not know who certified. This particular piece of road, where I saw the thirty bullocks had such difficulty in getting on, was known as "the pipe-clay piece."

1761. *By the Chairman*: Can you specify the locality more particularly? About half-way from Brodie stone-quarry to the top of the range—I do not know the exact distance in yards. Even when the road was first opened, it was cut up very much, within a week afterwards, in consequence of (I do not know what the technical term is) the drains that carry off the water under the bridges—water-boxes they call them—there is no protection to the water-boxes at the neck, so that at the first thunder storm these were partially choked, and instead of the water running down these water boxes, it overflowed the road.

1762. Did you notice this all along the road, or at this particular place? At this particular place, because I travel almost every week to Murrurundi; there must be some one placed there to clear away the rubbish from the neck of the water boxes, or they get choked. The road is decidedly narrow, dangerously so.

1763. You speak of the road generally? Of the Liverpool Range.

1764. It is decidedly narrow? Yes; the other day I had the greatest difficulty in avoiding an accident. I was going up the range, driving a couple of horses, and a bullock team was coming down; they were not well managed, and the consequence was that I was driven off the road; had the road been a reasonable width, I could have drawn up to allow the dray to pass.

1765. You mean that it is so narrow that two vehicles cannot pass abreast? They cannot, unless they are under perfect control.

1766. Have you anything more to say, with reference to this particular part? There is one other matter I wish to call the attention of the Committee to—the way they are doing the road at present, where they are repairing it. In the first instance, the metal was broken to a certain size, and presented a nice appearance; but the men who are now repairing are putting large lumps of five or six pounds weight. When I spoke to him the other day about it, he said "What is the good of putting small stuff on it—I have done that several times?"

1767. What man was that? The same German that I have referred to. To-morrow will be a week since I rode over that road, and I thought to have brought some of that pipe-clay stuff from it—I did bring some of the stone, which I will produce.

1768. Have you concluded what you have to say, with regard to the range? Yes, I have; farther than that, not only is the gravelling defective about Maitland, but, in very few places is it good, though good may be obtained at a reasonable distance from the road, but the gravel has been taken, generally speaking, from close to the road, and in one instance, the part near the Nailers, it was taken from the very edge of the road. Since then—I do not know whether it was done by the Government or by the contractor—a quantity of this that was put on as gravel has been taken off the road.

1769. By whom was that taken off? I cannot say, but it was removed by horses and carts, at whose expense I cannot find out. That was several months after I had called Mr. Robertson's attention to it. I also called Mr. Collett's attention to the gravelling repeatedly—dozens of times I might say. I noticed that Miller's contracts were much worse carried out with regard to the gravelling than other parties'.

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1770. You say you noticed that Mr. Miller's contract was worse carried out than others—is there an improvement since Mr. Martindale has become a contractor? I noticed it prior to the remark made by Mr. Martindale about Mr. Collett and Mr. Miller understanding each other.

1771. Do you think Mr. Martindale's contracts have been generally better carried out than Mr. Miller's? The only works I have seen of his are the Liverpool Range and the Doughboy Diversion.

1772. The Liverpool Range you have just described? Yes.

1773. Will you state what you have to say respecting the Doughboy Diversion? The Doughboy Diversion is narrow also, and the stumping is very different from any I have seen on roads before. In many places you may see the stumps breast high. It is merely stumped the width of the road—twelve or fourteen feet. I stepped it the other day, and found the metalled part was only about twelve or thirteen feet, and there might be a yard on either side of the metal properly stumped.

1774. What would you say would be the entire breadth, speaking roughly, from one side to the other, taking the road and the clearing? It might be eighteen feet from side to side—from edge to edge. Many of the stumps are breast high on the side of the road.

1775. How were the stumps taken off? They were sawn off.

1776. Sawn level? One or two feet above the level of the ground.

1777. Is that within the yard on each side? No, that is cleared, and the stumps are taken out.

1778. There is something done farther on? Yes, there is a drain on the side of the cutting, and perhaps a yard on the other side of the metal, making eighteen feet in width that is properly stumped, but the road should be about a chain wide in appearance.

1779. What is done to that? I merely call the attention of the Committee to that, because parties who are not initiated into the way in which these works are really carried out are deterred from tendering, supposing that this work will really have to be done according to the plan and specification; but Mr. Martindale, being already initiated, knew that he need not do that; he therefore tendered and got this work, and other parties were not able to do so on that account.

1780. These other portions that were partially stumped you say were simply sawn off? Yes, some two feet, some one foot above the ground. The reason I wish to draw your attention to this matter is that he, knowing how the work was to be done, tendered for £80 a mile, and sub-let it to other parties for about £60, so that he gets a profit of £20 a mile without any trouble.

1781. Then is there about a yard on each side of the macadamized road properly cleared? Yes, about eighteen feet altogether is properly cleared.

1782. The remainder, amounting to about a chain, is done in the way you describe—that is, half a chain on each side? Yes; the roads are usually from a chain to a chain and a half wide.

1783. Is the timber taken away after the stumps are cut down? Yes; and the stumps are left standing, presenting a very unsightly, unfinished appearance.

1784. Then there is no timber left lying under the embankment? No, except a solitary stump; there is one stump I noticed left on the road like a butcher's block.

1785. You are not sure whether these stumps may be taken out yet by the contractor? I noticed that Mr. Cowper, in answer to a question from Mr. Dangar, said the road was finished; but I should say it would not be finished for a month or more.

1786. Is it open to the public? No; I came over on horseback, but a dray could not come over.

1787. You are not in the habit of giving credence to everything that is reported to be said in the Assembly, I suppose? No; I am not indeed.

1788. Do you know anything as to the fencing of the Doughboy Diversion? Yes; I took particular attention.

1789. How much is there? I did not notice the extent, but the quality.

1790. What was the quality? It was very bad indeed; if I were superintendent I would never allow such to be put up.

1791. In what particular is it bad? The posts are too light, the gauge is altogether wrong; a two-year old bullock might get between the bottom rail and the ground in; I do not see what is the good of it; it is not strong enough to prevent a dray going over.

1792. Did you notice whether sufficient lap was given to the rail? I did not notice that; but the posts were very light.

1793. Did you notice the material on the road? Yes.

1794. What is the character of the material—what is its quality? Part of the material is very good; in fact there is an abundance of good material within a few yards of the road; but I noticed that some of the shale that was got out of the cuttings and from the edge of the road, was put on the road instead of trap.

1795. In saying that shale was put on instead of trap, do you mean that there was no trap where the shale was, or that it was mixed with it—how do you know that it was intended for trap? I have seen the contract, and it says trap shall be put on, and there was abundance of trap.

1796. Was there no trap on the road where you say the shale was put on—was it all shale or trap? I went along the road for a hundred yards, and there was little else but shale.

1797. Do you suppose this was put down as macadamizing the road? I have no doubt that was the intention.

1798. And there was plenty of trap in the neighbourhood? Abundance—no end of it.

1799. Was there plenty of shale? Yes.

1800. Is that to be got nearer? That is to be got from the edge of the road.

1801. What is the difference of the effect of putting shale and of putting trap on it? It is less expensive to the contractor.
1802. What is the effect of it upon the road—does it crumble? Yes; rainy weather has a great effect upon it; it slakes and crumbles to pieces.
1803. *By Mr. Lucas*: Does it slake something like lime? Yes; it is useless for road-making, except where you cannot get better; it is a waste of money to put it where you can get trap.
1804. *By the Chairman*: Can you give us any information with regard to the slabbing of the abutments? Before the approaches were made, I noticed that the slabbing was very open, and done in a very slovenly way. (*The witness produced specimens of trap and shale.*)
1805. Is this a piece of trap (*handing a piece of stone to the witness*)? That I call trap. This (*referring to a piece of shale*) I took off the centre of the road.
1806. Is there any large quantity of trap there? Yes; and a great quantity of the other.
1807. Will you complete what you were saying with reference to the abutments? The slabbing is not sufficiently close in my opinion, and I should have liked to have seen the slabs stouter, because they are of stringy bark.
1808. Are you aware whether it was the fault of the contractor or of the contract—did you compare this with the contract? I do not blame the contractor for doing anything he has done; it is in his pocket to slum everything of the sort if he can.
1809. Can you make any statement with regard to the spiking of the flooring? I cannot. I noticed three (if not four) of the bridges that were slabbed.
1810. In what way was that slabbing done? The slabs were narrow, and my first impression was that they were rather slight, but when I examined them I found they were stouter than I had expected, but they were decidedly narrow.
1811. Are they the worse for being narrow, if there are plenty of them? I think so; I prefer, for any purpose, pretty wide slabs.
1812. Do you know whether they were tarred, or could you judge whether they were tarred? The slabs put upon the floor were not, so far as I could see; the approaches were tarred, but not the flooring.
1813. Do you know whether the creek was blocked up at all, by earth having been thrown into it? It is blocked up now.
1814. What is likely to be the effect of that? The action of the water will cut away the embankment.
1815. Is it likely to damage the embankment? Yes; there can be no second opinion about that.
1816. Are you aware whether it was the business of the contractor to leave the creek open? No.
1817. Do you know Mr. Martindale at all? Not much. I know him by sight, to say "How d'ye do," when I meet him. I will make one remark before I leave this part. I believe the metalling on this Doughboy Diversion was to be broken to a certain gauge, but I noticed that for about a quarter of a mile—some considerable distance, however, on the northern end of this road—that the stones are of three or four pounds weight, instead of being of about a quarter of a pound.
1818. Do they look as if they had passed through a gauge? It must have been a very large one. I was very much struck with the appearance of the crown of the road in one place, and I had passed along some twenty or thirty yards before I got off to examine it, and I found a large flat stone as the centre of the road, with no broken stone upon it, and this was a part of the road which was supposed to be finished.
1819. How large was this stone? About fifteen inches by eighteen; and there was no broken metal on the top.
1820. Would you judge from that, that there was not a sufficient thickness of metal above the pitching? In these places there was no broken stone at all, otherwise I could not have seen this large stone.
1821. Was this large stone put down with the flat part upwards? The stones were laid in that way to cover as much surface as possible.
1822. Is that the usual way of putting on stones? It is not the way it is done in the neighbourhood of Sydney I observed, but it is the way it is done on the Northern Road.
1823. You do not know whether it is done in accordance with the contract? No; but it is very much better to lay the stones on their edges.
1824. You spoke of having seen a copy of the contract? Yes, I did.
1825. Was it an authorized copy—one on which you could rely? I believe it was; I saw it in Mr. Quodling's hands.
1826. In regard to these several particulars you have given information about, you cannot say whether they were contrary to the contract; but with regard to the clearing, you said that was not in accordance with the contract? With regard to the metalling, I said the metal was to be trap of a certain gauge; but with regard to the other matters, I go from what I understand to be the case. I made the remark to Mr. Martindale—"When Mr. Collett was last down did he not object to your stumping?" He said—"No, it was approved." I said the stumping was very different from what had been done by Mr. Heritage and others I have seen. He said—"Well, it is passed."
1827. I suppose you know Mr. Collett personally? Yes, I do.
1828. What is your general opinion, since the roads were placed under Mr. Collett, as to the character of the roads—has there been a great improvement? There has been a considerable improvement in the roads since Mr. Collett took charge, but they are not near so good as they should have been from the money expended.
1829. You think, judging from the money that has been expended, not so much has been done

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done as ought to have been? No. I must give Mr. Collett credit for having been very active some years ago. He had then a large number of men on the road, but he was not properly assisted by his overseers; as far, however, as he was concerned, he was very active, and was constantly backwards and forwards.

1830. Has that always been the case? In respect to the weekly work.

1831. Was that when Mr. Collett held an inferior situation to that he holds now? Yes.

1832. Does Mr. Collett now visit the roads tolerably often? He does not; but Mr. Collett's duties must necessarily have increased very much.

1833. Do you know anything of Mr. Quodling personally? Yes, I do. I became acquainted with Mr. Quodling about two months ago, and I will tell you how. I had heard—indeed, it was spoken of frequently in the district—that he had objected to work on the line. This was so unusual a thing, in fact it was the first instance of the kind I had heard of, for an overseer to object to a contractor's work.

1834. It was considered a remarkable circumstance? Yes; and I desired to make his acquaintance.

1835. Did you become acquainted with Mr. Quodling in consequence? Yes; I assure you it was a case that was so remarkable —

1836. Had you any opportunity of ascertaining the way in which Mr. Quodling performed his public duties? I have never been on the works with Mr. Quodling.

1837. Can you speak of Mr. Quodling's competency to do the work he was put to? I cannot; but hearing of his objections, and riding over the road, I thought his objections well founded. I have taken particular notice of the roads for the last two years, and I travel up and down them very frequently.

1838. Do you know whether Mr. Quodling had any quarrel with Mr. Collett? I am not aware whether there was any quarrel between Mr. Collett and Mr. Quodling. I understood it to be more of a misunderstanding, in the first instance; but since, so far as I can find out, it has terminated in something approaching to a quarrel.

1839. Do you think it had anything to do with this unusual circumstance? The first intimation I had of any disagreement between Mr. Collett and Mr. Quodling was the following:—I went down on one occasion to the Bench at Murrurundi, and I had occasion to go to Wightman's to have some lunch; Captain Scott had a private room there, and the coffee-room being full, he invited Mr. Quodling and self to have some with him. Some one brought in some papers, as if from the post, to Mr. Quodling, and after he had opened them I saw that he was much annoyed, and he shewed a paper to Captain Scott. This was a letter from Mr. Collett, stating that he trusted Mr. Quodling would not for the future make any remarks in ink upon the vouchers. This was a voucher for some £500 he had been required to sign; and I noticed words to this effect:—"Mr. Collett requests Mr. Quodling will not make remarks in ink upon the vouchers, as it will necessitate in this case, as in all others, fresh vouchers." This was the first time that I knew of any misunderstanding between Mr. Collett and Mr. Quodling.

1840. Then you know nothing of Mr. Quodling's capacity or mode of doing his duty? No further than I have stated. I heard that he had objected to one culvert, as to the way the pitching was done, and also as to the description of metal placed on the surface, and I considered his objections generally well founded.

1841. Do you know Mr. Hannington, the road overseer? I do.

1842. Do you know anything of his character or capacity? I have had no opportunity of judging.

1843. Do you know anything of Mr. Clements? I do.

1844. Do you know anything that occurred lately of a peculiar kind? If you were to ask me the same question with respect to his capacity —

1845. State all you know of him? Mr. Clements, like several other overseers, has got his experience at the expense of the country. Mr. Clements came particularly under my notice, for he was quite a new hand, and I saw him throwing away hundreds of pounds.

1846. Of his own? No; Government money.

1847. In what way? He was experimentalizing on a piece of road between Doughboy Creek and Liverpool Range, and he was also making a bridge at a gully about half way up the range.

1848. In what capacity? As a road overseer; he was making a bridge out of stones; placing stones one on the top of another. Whether it was by day labourers or weekly men I do not know, but he had a gang under him, and he was placing stones on top of each other, the width of the road, about six feet high, to go across a gully. I said, "What is this for, Mr. Clements?" He said it was for a new sort of culvert. I said, "Do not you think the first thunder-storm the chinks will all be filled up, and you will have a miniature waterfall?" He said, "No; it was particular open." However, it was as I predicted—the first thunder-storm it was a miniature waterfall, and it is now filled up with *débris* from the hill.

1849. This was a piece of work being performed by a road overseer, and not by a contractor? Yes; and nearer Mr. Evans' house he made a cutting for about a hundred yards, and threw the loose earth from the side on to the crown of the road, and before it was consolidated he began to pitch it, and after pitching it he put from nine inches to a foot of clay on the top. I told him it would never answer; and the first dray that went over destroyed it. I believe that hundred yards cost about £300.

1850. Did you see the piece after the dray had destroyed it? Yes; it had to be done over again.

1851. Then you judge from these circumstances that Mr. Clements was not acquainted with his duties? I do.

1852. Has he become a competent officer since at the expense of the public? I am sorry to say he has not.
1853. What general character does he bear—was he dismissed—do you know anything of his dismissal? Not from my own knowledge; it is notorious that he was dismissed.
1854. Do you know anything of the reason, or of his general character? Unfortunately he was occasionally addicted to drunkenness.
1855. Do you know that of your own knowledge? Yes.
1856. Is he now in the Government service? He was up to within a short period; he has been suspended quite recently.
1857. Was there not a superintendent named Brown placed over him? Yes.
1858. Did you hear anything from Mr. Brown as to the reason of Mr. Clements' dismissal? I do not know Mr. Brown, except by sight.
1859. Did you ever report the circumstance with regard to Mr. Clements to the Government? I have reported to Mr. Collett about his incapacity when he was at Doughboy Hollow; not by letter—personally.
1860. What answer did Mr. Collett make? I do not remember any particular answer that he made. Mr. Collett said he would see to anything I told him; but he did not see to it. When I spoke about these culverts and embankments he said he would see to it, but he never did see.
1861. Were those culverts made by Mr. Clements? No, by a contractor; they were badly made, and when I complained, there was no improvement. I suggested, when these culverts were being done by contract, that it would be very much better if an officer were sent to inspect them before they were approved, because as soon as they were done they were covered up with earth, and it could not afterwards be seen whether any spikes were put in. One in particular that I called attention to was approved, and a dray fell through shortly after. The slabs were made out of a dead stringy-bark tree that I had known for many years; this was split up into slabs; and the men did not even attempt to bore them with a gimlet, but they put in three-inch nails, which did not go through and were bent over. The day after Mr. Collett left, a dray drove on it and went through.
1862. Do you know anything of Mr. Bayley, the superintendent, who was up there? I have seen him.
1863. Do you know anything of his character or capacity? No, I do not; with respect to his capacity, it was told me that he had condemned the pipe-clay piece.
1864. He told you—? No; he told several parties, who told me that he had condemned the pipe-clay piece.
1865. Since Mr. Quodling's resignation, do you know whether anything has been done with regard to these works that was not done before? When I came over the road, last Tuesday, I saw pitching being taken up and put down again, and I saw Mr. Martindale on the spot, particularly active making several alterations about the culverts and drain, and the pitching also.
1866. Might not these works have been carried on in order to finish the contract? Some of the pitching was being taken up again.
1867. Was anything else being done with regard to the slabbing of the bridges? They were putting up side-rails. I had to get off and lead my horse, where there were no side-rails.
1868. Do you remember any iron-work having been taken off a bridge? I reported it to Mr. Arnold.
1869. What did you notice? I did not see it myself, but I was told of it, and I made a report to Mr. Arnold.
1870. Do you know anything of a testimonial having been given to Mr. Collett some time ago by the public, or by anybody? My attention was called to it.
1871. How long ago? I do not remember the particular date.
1872. Was it five or six months ago? I really cannot say. It was presented to Mr. Collett when I was in Sydney, last May.
1873. How did you gather any information respecting it—do you know of it personally, or from hearsay? One or two parties wrote to me about it.
1874. By whom were you informed of it? In the first instance a party told me he had seen Mr. Clements, Mr. Greer, and Mr. Martindale, going about to try to get subscriptions.
1875. You may as well tell us what you know yourself? When I heard this I wrote to a person to inquire if it was so, and he wrote to say that it was.
1876. Will you mention the name of this gentleman? Mr. Neale, of Murrurundi.
1877. Were you applied to, to join in the testimonial? I was not.
1878. Did you see anything in the papers about it? It was afterwards presented to Mr. Collett.
1879. What was the amount? I do not know.
1880. Was it presented by the gentlemen in the district? It originated with three contractors.
1881. You only know that from hearsay? Something even beyond hearsay. I find that no one moved in the matter until it was undertaken by these three parties.
1882. Do you think he deserved that testimonial? I think he deserved it at their hands.
1883. Not from the public? Not from the public. The reason my attention was drawn so forcibly to it was, that I knew Mr. Collett was to come up and approve, or otherwise, of this large contract of Mr. Martindale; also of a contract of Mr. Greer, and a contract of Mr. Clements. That is how my attention was so forcibly drawn to it.
1884. *By Mr. Dalgleish:* This presentation was immediately before the passing of these contracts? It was initiated. I was told that Mr. Collett was expected in three or four days.

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1885. You have spoken of the width of the roads. Do you know what width the road should be—you state that you have seen the contract? I do not know exactly what width it should be.
1886. You have stated that the clearing was narrower than you thought it should be? What I consider the clearing was merely confined to eighteen feet in width. The trees were merely lopped off, not stumped, as in all other contracts I have seen.
1887. That is to say, the stumps extracted? In all other contracts I have seen about six inches below the surface.
1888. Do you know the contract width of the road that should have been cleared? I do not; but I know in the roads in the northern district it depends upon whether they approach a town; they are from a chain to a chain and a half wide. Before you put any farther questions, there is one matter which my attention has not been drawn to, which I think very material if you wish to have good roads: it is as to pitching being put on before an embankment is consolidated. In my opinion it is impossible to have good roads unless that is attended to. I will refer to an instance where Mr. Clements put on pitching before the earth was properly solid; the consequence was, that as soon as there was any traffic the stone was turned down below and the mud on the top. In the case of the Doughboy Diversion, the earth-work was not sufficiently consolidated before the pitching was put on. I noticed in the contract that it was to be consolidated.
1889. From what you know of pitching, was it pitched by hand, or was it merely large stones thrown on the road from a cart? Thrown from a cart, and then placed side by side by hand.
1890. It is hand pitched? Hand pitched; the small stones at the side were placed on their edges, and the large stones on the centre.
1891. Were the large stones placed on their edges? No, on the flat.
1892. From what you know of the matter, should you consider that the proper way? I should not consider so, but that is the way that contract is done, and the Liverpool Range also.
1893. When you speak of slabs, you mean split timber as contradistinguished from sawn? Split timber.
1894. With regard to shale, you say that this shale very speedily goes to dust? After wet weather heavy drays will crush it.
1895. Will the weather itself have any effect upon the shale? Yes.
1896. Will it have any upon the trap? Very trifling.
1897. Then, independently of the effect of the traffic upon shale, it is desirable to have trap? Where you can get it, as you can here.
1898. What proportion of shale was there to trap or basalt? I could hardly answer that without measuring it; there was a large proportion of trap, but a good deal of shale.
1899. Would every sixth piece be shale? Generally speaking, the shale and trap was not mixed, but was put on in separate places. There might be a quarter of a mile of trap, and then perhaps a hundred yards of shale. Where I got that piece of shale (*referring to a specimen produced*) I should think there must have been a hundred yards of shale. Shale appeared to have been taken out of the cuttings and placed on the road as far as it would go, and then trap was put on.
1900. You have spoken of Mr. Miller as a contractor on the Northern Road at one time; is he still a contractor? The Mr. Miller who used to have the contracts has gone to England, but there is a Miller on the road, a contractor now I believe, a brother.
1901. Where a road is marked out on the side of a hill, is the width of the road made up from the cutting—Is the road scarped out of the hill side, or is it partly cutting and partly embankment to make up the width? There are spurs on the Doughboy Range, and some of the cuttings are tolerably extensive, and others are slight; the earth is cut away from the side and is then thrown down on the other side until the road is eighteen feet wide.
1902. It is partly cut and partly banked? Yes.
1903. It is this part of the road which you consider dangerously narrow? Wherever there is any great fall, as there is on the Liverpool Range, but on the Doughboy there is not so much, with one exception. On the Liverpool Range, if anything were to give way where the fencing is, there would be a very serious accident; but, with the exception of the large cutting, I do not think there is any great fall—not more than five or six feet, excepting the wooden bridges and stone piers.
1904. I understood you to say the drains were not properly formed; on what portion of the line was that? The drains are properly formed, but there is nothing to prevent the necks of the water-boxes filling in; there are no gratings or other means of preventing the rubbish getting into them and choking them up, and when the earth falls in, it chokes them up and causes the water to run down the roadway.
1905. With regard to the testimonial you have spoken of, you are not aware how it was presented, whether publicly or privately? I am not; I believe it was presented publicly. I have no doubt it was, although I was not there.
1906. You stated that some parties had written to you upon the subject—in what way did they write—of what did they complain? I wrote to ask whether it was possible these persons had so far forgotten themselves as to go about to initiate a testimonial to a public officer like Mr. Collett, and I received an answer that they did go about in that way, knowing that Mr. Collett was expected up every day to approve or condemn their works.
1907. Have you any reason to believe that Mr. Collett knew a testimonial was being collected for him by them? I cannot say, but I do not think he could have avoided hearing of it as soon as he came into the town.
1908. *By Mr. Hoskins*: Is it customary to have copies of specifications of any contract being performed in a district, kept at the nearest Police Court? I am not aware.
- 1909.

1909. Have you ever seen that? I cannot say that I have; but I think it would be a great improvement if it were a general practice; because at present the people of a district are quite in the dark as to what a contractor is doing, and anyone who takes an interest in public matters might be a check upon any irregularity if this were done.
1910. Do you know, as a matter of fact, that the largest portion of the works allotted to Mr. Martindale and others, in the vicinity of Murrurundi and Scone, have not been let by public tender? I have heard that immediately after this testimonial, each of these three contractors got a contract without tender.
1911. Can you give a rough guess as to the amount of these contracts? I have heard that one got a contract of £100 without tender.
1912. Have you heard of any higher amount? No.
1913. Can you say whether the extended contract for the work at Liverpool Range was tendered for? I heard the £700 was not done by tender.
1914. Have you heard any reason assigned for that? That the money voted by the Legislative Assembly was not sufficient to finish that work in a proper manner, and it was necessary to expend £700 more.
1915. Which money was expended without the work being open to competition? I understood that was the case.
1916. Do you know whether Mr. Clements got a contract under Government? Yes.
1917. Where? Between Murrurundi and Scone.
1918. Can you state the nature and extent of that contract? No.
1919. Roughly? He told me he had got a contract there.
1920. I should like to know roughly the extent of that contract, whether it involved an amount exceeding £100? I cannot say; it was for re-making the road.
1921. Was there any amount for bridges in it? No, it was for making the crown of the road.
1922. Can you state the length of the contract? No, I cannot.
1923. Can you state whether Mr. Greer ever held a contract under Government? Yes.
1924. Had he in that neighbourhood? Yes, also one about Merriwa.
1925. Do you know the extent of that contract? No.
1926. Can you give a rough guess at the amount? No.
1927. Do you know whether he had it after it had been open to competition? The only thing I know is that each of these parties had a contract after the presentation of this testimonial.
1928. Did Mr. Martindale get the Doughboy contract by public competition—was the contract advertized for tender? I believe the original one was.
1929. Has the original contract been exceeded? Yes.
1930. Do you know that as a matter of fact? I have seen the papers which would lead me to suppose so. I have seen the copy of a letter which would lead me to suppose that it was exceeded.
1931. Do you know whether the extension of the contract was let by public tender? I believe not.
1932. Do you, as a Magistrate acquainted with the contracts which have been let for a considerable time past within the Scone and Murrurundi districts, know whether they are generally let by public tender? I know about my own neighbourhood, but not much about Scone, except when I come down to Sydney, but I am almost weekly on the other road.
1933. Have there been many extensive contracts let in the vicinity of Murrurundi and Colly Creek? The only contracts which have been let to any extent are those of Mr. Martindale and Mr. Heritage. Mr. Heritage's was for clearing from Murrurundi to Tamworth.
1934. That was let by public tender? Yes, that was, to Mr. Heritage, and Mr. Martindale's was originally, but from a letter I saw I came to the conclusion that he was to have a lump sum, and that would vitiate the original contract.
1935. Was there any alteration in Mr. Heritage's original contract, do you know? I have every reason to believe there was a material alteration, but I do not know of my own knowledge.
1936. Have you ever heard it? Yes, it was quite patent; it was notorious that it was altered.
1937. Can you tell us the nature of the alteration? I believe I am justified in telling you as I heard it from several parties. They stated that it was done in this way: that Mr. Heritage tendered for clearing the road between the Doughboy Diversion, the end of Mr. Martindale's contract, and Tamworth, at £50 a-mile a chain wide, and his tender was accepted; but the fact was overlooked that it was to be a chain and a half wide, and that would make it £75 a mile. When Mr. Heritage came to Sydney he went to the Public Works Office and had some words about it, and he left with the intention of having the affair published in the *Sydney Morning Herald*. When he got to the *Herald* Office (as the report goes), Mr. Fairfax, who is a friend of Mr. Heritage, said he thought a note from him would set the matter right. He did send a note to Mr. Rae, and the matter was set right. I was told that Mr. Collett went so far as to say, "Tender that and you will get it," marking down £55; but he did not tender £55, for reasons of his own.
1938. *By Mr. Lucas*: Did you hear his reasons? I did—because he was under the impression that Mr. Martindale had tendered also.
1939. *By Mr. Hoskins*: Did Mr. Martindale tender for this contract? I am not aware.
1940. Who has the contract now? Mr. Heritage.
1941. What are the terms of his contract? I believe a chain and a half.
1942. What is he to get a mile? I believe £50, and that he is sub-letting the work for £40 a mile. I had some men who were clearing this road, and they got £40.

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1943. I think you said previously that Mr. Martindale had some contract for clearing some country for a new line of road? Yes, that is Mr. Martindale's contract just below Evans' public house at Chalcott's Flat—from the Doughboy Diversion to Chalcott's Flat.
1944. What is the length of that contract? I think it can be little less than three miles.
1945. Can you tell us what he is getting a mile for that clearing? £80, I believe.
1946. Was this contract allotted by public competition? I am not aware.
1947. Do you know whether it was advertized for tender? I am not aware.
1948. Do you know as a matter of fact, or from what you have heard from persons upon whom you can place reliance, that contracts have been frequently allotted to persons on the Northern Road without being open for public competition? I have heard it frequently asserted.
1949. Is it a common topic of conversation? Yes.
1950. That certain contractors are favoured? Yes.
1951. Who has the allotment of these contracts? Mr. Collett.
1952. Do you know whether these contracts that are allotted are formal contracts, or whether they are entered into in a rough way, verbally? There seems to be a strong impression in the district that Mr. Martindale gets information more readily than anyone else; that he is placed in a position more favourable to himself and unfavourable to the bulk of the tendering public. That is a very common impression, and it is expressed very openly.
1953. Can you say whether the contracts generally that Mr. Martindale has had have been performed in a very slovenly manner? Judging from the only two that have come under my notice, I consider that they are performed in a very slovenly manner.
1954. I understood you to say that persons are deterred from tendering for contracts because they expect that they shall be required rigidly to adhere to the plans and specifications, but that it has generally been found that the person who has had the contract, Mr. Martindale, has not adhered to the specification? He has not adhered to the specification in the Doughboy Hollow certainly.
1955. I understood you to say that you have seen bridges over culverts where the slabs were loose? Yes.
1956. Have you frequently remarked that? No; I noticed two in the neighbourhood of Doughboy Hollow; but that was before Mr. Collett was made Commissioner.
1957. Had Mr. Collett then the charge of the Doughboy Road? Yes.
1958. Which was done by contract? This man got £10 or £12 for each culvert. It was the first work done on the Liverpool Range by contract.
1959. Have you seen other culverts where the slabs have been loose? I have noticed one, somewhere towards Scone, they have had to replace within the last three months.
1960. You are a frequent traveller over these roads and an attentive observer? I do observe pretty well.
1961. You alluded to some place in the vicinity of Evans' public-house—to some work having been performed in a very slovenly manner that was superintended by Mr. Clements—some large pitching that was put upon clay before it had consolidated? Yes.
1962. Had Mr. Collett charge of the road at this time? Yes.
1963. Did he see this work when it was under construction? I cannot say.
1964. You cannot say whether he ever visited it? No.
1965. What was the extent of the contract? It was not done by contract; he had a gang of men under him.
1966. What was the extent of this work? I heard from Mr. Clements that it cost about £300 for this hundred yards.
1967. How long was that ago? Fully three years ago.
1968. How long was it under construction? They were a long time doing it; they got on very slowly with daily labour.
1969. Can you say from your own knowledge whether Mr. Collett visited that locality during the time it was under construction? I cannot remember.
1970. How long do you suppose it was under construction? It must have been several weeks under construction.
1971. With reference to this Mr. Clements, I think you told us that he had a contract between his first dismissal and his reinstatement? Yes; he was a contractor, and was working on the roads, more or less, from the time of his dismissal to his reinstatement.
1972. As a contractor under Government? Yes.
1973. Not as a sub-contractor? As both.
1974. You cannot state the amount of the contract he held direct from Government? I believe he had a partner; whether he took a contract in his own name I cannot say. I have seen him on the roads.
1975. How long have you known Mr. Clements? Since he first went up to the district; he went up as sheep overseer to Mr. Warland.
1976. How long have you known him as road overseer? Afterwards he was dismissed from Mr. W.'s service, and then he became road overseer.
1977. How long is it since he was with Mr. Warland? About five years ago. He was a good bit overseer under the Government; and he was a short time auctioneer at Murrurundi.
1978. You do not, I suppose, know who appointed him? It was during Mr. Collett's time, and I presume Mr. Collett appointed him.
1979. Previous to his being road overseer, had he any knowledge of road-making? I am satisfied he had not, practically; from the way he set about it, he could not have had.
1980. This person is now under suspension for misconduct? I believe he is.
1981. Can you say what thickness of this metal, or shale, has been laid on the road at the Doughboy Diversion? About three or four inches, excepting the crown, which I say was bare.
- 1982.

1982. There was none at all on the crown? None at all.
1983. Do you know that the terms of the contract provide that the metal shall be nine inches deep at the centre, and six at the sides? I had forgotten that; but there is nothing like that quantity.
1984. In no part? In no part.
1985. On the average you think it is three inches? On an average. Of course the big stones alluded to at the north end of Martindale's contract would be three or four inches thick; but on the crown of the road before alluded to, in places, there was no broken stone.
1986. I would like to know whether you have ever taken the trouble to look at these bridges? Yes, I have.
1987. Did I understand you, in reply to a question of Mr. Foster, to say that you knew iron-work had been removed? I was informed of it so late at night, when I was coming from the Bench, that I could not go to examine it; and I wrote to Mr. Arnold the next morning, telling him of the fact, knowing that I could rely upon my information.
1988. Have you since looked to see whether the iron-work has been removed or not? I have not; but Mr. Hannington told me it was correct.
1989. Did you ever hear any remarks made by Mr. Hannington or the contractor, with reference to the removal of the iron bolts? What Mr. Hannington told me was, that through some inattention (as I understood it to be) or oversight in the drawing of the bridges, this strap and iron-work which have been removed was not in them, and Mr. Martindale had given an order to his overseer to remove all the iron-work not in the plans and specifications; and when Mr. Hannington heard that the iron-work had been taken off from one bridge, he remonstrated with the overseer not to strip any more till after Mr. Martindale came down.

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TUESDAY, 10 DECEMBER, 1861.

Present:—

MR. DALGLEISH,	MR. HOSKINS,
MR. DANGAR,	MR. LUCAS,
MR. DICK,	MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Andrew Loder, Esq., called in and further examined:—

1990. *By Mr. Hoskins:* I did not clearly understand your answers in reference to Mr. Heritage's contract for clearing the line; I must therefore ask you for what amount per mile did he put in his tender originally? What I was informed was, that he put in a tender for £50 per mile, supposing the line to be cleared to be one chain wide.
1991. And it was afterwards intimated to him that he ought to have based his calculations upon a chain and a half wide instead of one chain? Yes.
1992. And in this respect he had to amend his tender? Yes.
1993. Did he go to Sydney in order to do this? Yes, I believe so. His intention in going down was, I know, to see Mr. Rae, in order to make the final arrangements for the contract.
1994. When he came down to Sydney, was he informed that the amount he had tendered for was excessive? He was told that his tender was informal, inasmuch as it was for clearing one chain wide of roadway when only a chain and a half was required. Mr. Rae's attention was drawn to this when the tenders reached the office, and thus the mistake was discovered.
1995. Was the mistake rectified? It was.
1996. He amended his tender? He did.
1997. Was it intimated to him by any officer of the Government that he had better put in his tender for any certain amount? What I was informed was, that Mr. Collett wrote with his finger on the table the two figures 55, and said, "Put in for that, and you will get it."
1998. Did Mr. Martindale tender for this work? I do not know as a fact that he did; but it was so reported.
1999. You have heard so? Yes, repeatedly.
2000. For what amount did he tender? That I do not know.
2001. You never heard the amount? I may have heard, but I do not remember.
2002. Mr. Heritage obtained the contract? He did.
2003. I believe that Mr. Martindale also had a contract of the same description? Yes, from the Doughboy Diversion up to Heritage's contract.
2004. What does he receive per mile? I did say in my former examination £80 a mile; but I believe that is under the mark.
2005. Was this let to him by public tender? That I do not know.
2006. Did you ever hear whether it was? I believe I did, but I am not certain on the point.
2007. Did you ever hear what was the amount of the lowest tender upon that occasion? I did not.
2008. Do you know any of the unsuccessful tenderers upon that occasion? No; I am quite unacquainted with them.
2009. I left off my examination yesterday when we had got to the bridges, and to the removal of the iron-work from them. I believe you wrote to Mr. Arnold, the Secretary of Works, complaining that the iron bolts and bands had been removed from some of the bridges? I did.

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2010. Did you receive any reply to that communication? I did.
2011. What was the purport of it? It acknowledged the receipt of my note, thanked me for drawing the attention of the Department to the circumstance, and stating that the Secretary for Works intended to get a report from the proper officer on the subject.
2012. Did you hear anything more from the Department in reference to your complaint? I did; I received a second letter, so very different from what I had reason to expect, that I am sorry I did not bring down it with me to lay before the Committee.
2013. Can you explain the purport of it? I am not so very clear as to its purport as I would wish to be. It was so very different from what I expected from the Department that I had determined upon making further inquiries, and following the matter up myself, if this Committee had not been appointed.* After the statement that Mr. Hannington made to me, that he thought the removal of this iron-work would materially weaken the bridge and tend to damage the embankments, I expected a very different answer from that which I received. He told me that the Government had been very much in fault in the first instance, from their not having had all this iron-work inserted upon the plans and specifications; and that he had spoken to Mr. Donaldson (Mr. Martindale's overseer) upon the subject, and that he had given orders to take no more off, until† the bridges could be inspected by Mr. Collett, who was then on a visit of inspection at Kentucky, or Iron Stone, or some place near Armindale. It was to be left on them, to be made a matter of after arrangement between the Government and the contractor.
2014. Mr. Collett afterwards inspected these bridges? I presume so.
2015. And did he affirm the necessity for removing these bolts and bands? That I cannot say.‡
2016. Do you know who had the plans of the bridges at this time? I know nothing about them; I only tell you what Mr. Hannington told me; and you have the statement just as it was given to me.
2017. Were those that had been removed replaced? That I do not know.
2018. Have you seen these bridges lately? I came over them recently, in coming down to Sydney, but I did not examine them so closely as to notice whether the bands and bolts had been replaced. The fact is that the matter escaped my memory at the time, or I certainly should have made a point of doing so.
2019. What is about the length of these bridges? I can only speak from guess, as I have never stepped them. Some of them are possibly about the length and a half of this room; and others are four or five times as long. Some are pretty long bridges, others are short.
2020. Have you seen the specification of the work required on these bridges? I have, but not recently.
2021. You do not remember the terms? I do not.
2022. Did you remark what was stated in the specification in regard to the iron-work on the bridges? I do not recollect the terms now.
2023. Do you consider that the superstructure of these bridges is endangered by the removal of these bolts? I did not look at them sufficiently closely to be able to give a decided opinion on this point.
2024. I believe they are constructed of very massive timber? Yes, very much so.
2025. Are wooden bolts sufficiently strong to tie together such massive material? I noticed that in the other bridges the iron bolts were quite necessary for the permanency of the structure; and I presume they must also be so for that of the bridge from which they were removed. I may mention here that the iron-work was only taken off from one bridge; and, as I explained, I omitted to examine that, from the matter having escaped my memory.
2026. Did you ever, as a Magistrate, represent to the Government that you thought it necessary that copies of the specifications and contracts should be lodged in the Court Houses of the district in which the work is to be executed? I did not.
2027. Would you not consider it desirable that this should be done? I think it very necessary; at any rate it would be very much more satisfactory.
2028. In reference to the clearing and the removal of stumps, do you know the width that Mr. Martindale has contracted to clear? I do not.
2029. Do you happen to know whether he has completed his contract? Yes; he told me the work had been approved by Mr. Collett, so I presume it had been completed.
2030. For the whole three miles? Yes, 2½ or 3 miles.
2031. And what is the width that has been actually cleared? Only the width of the roadway, about 18 feet, that is the only width that is cleared as it should be. In the other parts of the width the trees are down, but the stumps are left standing in most places.
2032. Have you looked at the manner in which Mr. Heritage has performed his part of the line? I have.
2033. What width has he cleared? Without stepping it, I should say about a chain and a half.
2034. And cleared it properly? Yes.
2035. Mr. Martindale's contract joins on to that of Mr. Heritage? It does.
2036. And it is easily seen that he has cleared a less width than Mr. Heritage? Yes.
2037. Mr. Heritage's part is well cleared, and that of Mr. Martindale is not? No; except in the actual roadway, the stumps are nearly all left standing.
2038. On all but a width of about 18 feet? Yes.

2039.

* NOTE (on revision):—I did not say so.

† Revised:—Mr. Martindale's return, who was at Kentucky, Stonehenge, or Armindale.

‡ NOTE (on revision):—I could not have so stated, for Mr. C. has not been up since.

2039. And yet he told you that his contract was finished? Yes, he told me that Mr. Collett had approved it—that “he had passed it,” I believe was his expression.
2040. Have you remarked any deficiency in the number of spikes driven into the slabs that form the flooring of these bridges? I have not; my attention was never called to them.
2041. Then you have not noticed how many spikes have been driven? I have not.
2042. Of course you consider that this description of shale or rock that has been put upon the roadway is very much inferior as road metal to the ordinary trap rock? There can be no second opinion about that.
2043. Would not the contractor be a great gainer by using this easily broken material in place of the harder trap road metal? No doubt it would be a very great advantage to him.
2044. Did you ever hear that there was a deficiency in the quantity of road metal put upon the road way? There is nothing like the quantity specified in the contract placed upon the roadway.
2045. Did you ever hear Mr. Hannington express his dissatisfaction at the way in which contracts generally were carried out? I have.
2046. Did he ever complain in specific terms? He did.
2047. In what terms and where? I was having lunch at Wightman's, at Murrurundi, when Mr. Hannington came in and said he had just been over the works with Mr. Quodling's successor, with whom he had gone to point out the works he would have to see after; and though he was bound to Mr. Collett for procuring him the situation he then held under the Government, yet he could not help speaking the truth, and must say, therefore, that he was not at all surprised at Mr. Quodling's resigning, as, after his representations, there was nothing else that he could do, because the works that had been carried on were most disgraceful.
2048. Were those his words? Yes.
2049. Without your questioning him? He used these very words, without my asking him anything about it.
2050. Where is Mr. Hannington now? I heard, as I came down the road, that he had come on to Sydney with Mr. Collett.
2051. Do you know the large cutting on the Doughboy Diversion? I do.
2052. Do you consider that the roadway there is of sufficient width for the ordinary traffic? My impression is, that at that spot it is wider than at any other part. Certainly I did not notice any particular narrowness of the roadway at that cutting.
2053. You consider it wide enough for the traffic? Yes, at that spot; I do not complain of the width there.
2054. There must be a great deal of water run off these hills down upon the roadway? There is.
2055. Must not that tend, in the course of a short time, to undermine the embankments? My impression is, that the road is here well drained upon the upper side; but the objection I have made is this, that the earth taken from the excavation has been tilted over into the creek, until it has been completely dammed up. As there is no channel left for the water, damage is very likely to occur in that way, from the obstruction to the creek.
2056. Did you ever see the schedule of prices under which this work was executed? I did not.
2057. Have you ever heard what the prices were? I may have done so, but I do not remember them now.
2058. Did you ever hear the exact number of cubic yards that were excavated? Possibly I may, but I cannot say now.
2059. Do you know the width of the clearing, according to the specification, which Mr. Martindale was to perform at the Doughboy Diversion? I do not.
2060. But the roadway, you say, is only 18 feet wide? That is all, as near as I can judge.
2061. Then about a foot on each side of this would be cleared also? No, I must explain this. The width actually metalled is not above 12 feet or 13 feet, and then, with the drain on each side, and the small portion not metalled, the whole width of 18 feet is made up.
2062. The specification states that the clearing is to be one and a half chain wide, and that all stumps are to be removed, except those on the higher side of the embankments. Has this been carried out? I noticed that the stumps were not removed on either side of the embankment.
2063. How long ago is it that these matters you complain of occurred? It has been the same throughout; there has been no difference from first to last.
2064. Has there been any improvement since Mr. Quodling's resignation? I have noticed a very much larger amount of activity on the line since then, and that there has been some alteration in the mode of doing the work. There has been also some pitching been taken up and replaced, and something is also being done to some of the culverts. I do not know what, but I have seen Mr. Martindale very busy on the line making alterations.
2065. You are sure, however, that the clearing is not a chain and a half wide? Most certainly it is not—not cleared as it should be.
2066. With regard to the cutting, do you think that there are 20 feet of solid excavation? I should say not; there is a great deal no doubt, but from the earth having been tipped over into the creek it is difficult to judge of the quantity; but I doubt very much if there are 20 feet of solid embankment.
2067. By the specification it is provided that the roadway shall be 24 feet wide—do you think there is that width? I feel quite assured that there is no such width as that.
2068. You are sure there are not 24 feet? I do not think there are; but that particular part did not strike me as being particularly narrow. There is sufficient room at that cutting for two teams to pass comfortably.

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2069. Did you notice any of the masonry? I did not. I am not a judge of masonry, and do not profess to be so.
2070. From your knowledge of Mr. Quodling, do you think that he is a young man in whom the Government might safely repose confidence and entrust with the overlooking of their works? I consider him to be the best man we have had in that district for some years past.
2071. On what account? Because I have found that his objections to the mode of constructing the roads have been well founded. It is not saying very much in his favour to say that he is the best man we have had for years, because we have had but a very indifferent lot of officials for some time past.
2072. Did you find him attentive to his duties? Yes; he appeared so to me. I saw him frequently passing up and down the road by my place before I knew who he was.
2073. How long have you known him? About two months. I think it is about that time since I was introduced to him.
2074. Since then, did you ever have any conversation with him in reference to these contracts? I did.
2075. When? I cannot say positively when, but within the last two months.
2076. How long prior to his resignation? About a month I think, but I cannot speak to within a week.
2077. Will you state, just in general terms, what that conversation was—whether in fact he complained of the contractors and of the mode in which they carried out their contracts? Before I knew him at all, I had heard very many parties—reputable persons, whose opinions are worthy of consideration—complaining of the way in which the works were being carried out—that they were not being done as they should be. Since then, Mr. Quodling complained to me of the same thing.
2078. What was the particular nature of his complaint—was it that Mr. Collett disregarded what he said to him in reference to the work? His complaint was three-fold; first, that the embankments were not allowed to become consolidated before the pitching was placed on them; second, that the metal was not placed at twice upon the pitching; and third, that the metal was scarce in quantity.
2079. Do you consider these complaints to have been well founded? I do; and I also regard the pitching as being defective, inasmuch as the largest surface is placed on the surface of the ground. The stones used are large flat stones, and in almost every case the largest surface is turned upwards, whereby the pitching is not so solid as it should be.
2080. Then has this been metalled with shale or with trap? That question I answered yesterday, as nearly as I could.
2081. Do you happen to know that Mr. Martindale's original contract has been extended? From a copy of a letter I saw, with the signature of Mr. Collett, I think, attached to it, I came to the conclusion that it had been extended.
2082. He had taken the contract for a certain sum, and then that sum was afterwards increased? Yes; that was what I understood from the letter.
2083. Was this increase made by public tender? I should say certainly not, judging from the terms of the letter.
2084. And what amount of money was involved in this extension? The contract was originally taken by Mr. Martindale, for £6,390 odd, and this amount was increased by the letter to £7,000, thus involving an increase of £610, or £615.
2085. Where did you see this letter? With Mr. Quodling.
2086. But where? In the district in which he then was.
2087. What was the purport of this letter? The purport of it was, in so far as I gathered, that on first looking at it, it seemed to me as though it had emanated from Mr. Bayley; but on looking more closely through it, I found that it came from Mr. Collett to Mr. Bayley, stating that certain alterations would be required in the specification for the road work; that some additional excavation would have to be made, and some additional metalling to be laid down; and if I remember right, it said that Mr. Martindale was willing to do it for £7,000. There was a memorandum on it that it was approved, and an endorsement from Mr. Bayley, stating that the original, in Mr. Collett's writing, was in his possession.
2088. Then it was only a copy that was shewn to you? That was all.
2089. What made you suppose that this letter emanated from Mr. Collett? I can only say that that was the impression that reading this document left on my mind.
2090. Was it Mr. Quodling who told you that it came from Mr. Collett? He may have done so, and, if I remember rightly, I think he did so.
2091. Would you recognize the copy that was shewn to you if you saw it again? Yes, very likely.
2092. Is this letter the one you refer to (*copy letter, June 27, 1861, handed to witness*)? It is. I see by this memorandum in Mr. Bayley's writing, and bearing his signature, that he says that the original is in Mr. Collett's handwriting.
2093. Then I presume that Mr. Bayley has the original letter? That I know nothing about. I know nothing beyond what I see here written, and here it says that he has it.
2094. Then this letter would, in fact, be a suggestion to Mr. Bayley from Mr. Collett, that Bayley should write to him, applying for this extension, and naming the sum to be asked for? Most certainly that would be really the effect of it.
2095. You also alluded to the manner in which the Liverpool Range contract was conducted—do you happen to know whether Mr. Bennett condemned the quality of gravel spread on the roadway? I have heard that Mr. Bayley complained to Mr. Bennett of the quality of gravel that had been used; and that Mr. Bennett stated before he left the Colony that the contractor was not to be paid for the work until it was done in a proper manner. But these things will be found in the office of the Commissioner of Roads; at least, I presume so.

2096. How long was this previous to Mr. Collett taking charge of the Northern Road? I really forget. A. Loder,
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2097. Do you know if the gravel was removed after Mr. Collett took charge? It was not.
2098. I think you said that you considered this part of the roadway as much too narrow? Yes, I think so; in fact, I am sure so. There can be no question about it. 10 Dec., 1861.
2099. And I believe that only a few weeks after it was formally opened it was quite impassable? It was very bad. It became impassable about—I do not know the exact time when it was opened—but it became impassable about May.
2100. Do you know when Mr. Collett finally approved of the work on this road? I remember the time he came up to inspect it and approve it; but I cannot fix the exact date. I remember the circumstance of his coming up to inspect it, because it was brought particularly to my notice by matters that then occurred; but I do not remember the date.
2101. Can you say about the time—within a month? I cannot say; but it was about the time that the circumstance occurred which was alluded to by Mr. Evans yesterday, when the memorandum for a testimonial to Mr. Collett was being carried about. I remember well that it was on a Sunday that he was up upon the works, inspecting the road. It was on a Sunday morning that he rode over to the Doughboy Hollow, and about the time that this memorandum was being taken round.
2102. And you feel assured then, that these contractors for the works that were to be inspected were carrying about a paper soliciting subscriptions to a testimonial to Mr. Collett, only a few days prior to that gentleman's visit of inspection? Yes, I am quite sure of that.
2103. Did they solicit you to subscribe? They did not.
2104. Was there any difficulty in obtaining good material for road-making upon the Liverpool Range? Not at all. There is some of the best gravel there for road-making that I ever saw, only to get it good would necessitate the carting it up hill, as it is found in the lower part of the range. I never saw better gravel than that procurable at the foot of the range.
2105. You know also, I believe, that Mr. Martindale's contract for this road exceeded the original estimate and tender sent in? I know no farther than what he told me himself.
2106. What did he tell you? He said he was to get £700 beyond his contract, for extra work.
2107. Was this work let by public tender? That I cannot say.
2108. Have you ever looked closely at the construction of the Arnold Bridge at Murrurundi? I have.
2109. What description of timber is used for planking the roadway? I do not know of my own knowledge, as I was not able to judge of it from its being tarred over when I saw it, but I heard two Magistrates of the district expressing themselves very unmistakably on the subject.
2110. Would you object to say who they were? No. One was Mr. Martin. Mr. Wright also told me that when Mr. Collett was waiting in Murrurundi to get a telegram from the Sydney office, as to the name the bridge was to be called—this was on the occasion of the opening of the bridge—they had some conversation together about the white gum that had been used for planking the roadway. Mr. Wright asked him if he thought white gum was a durable wood for the purpose. Mr. Collett answered that he had heard that white gum was objectionable; but that, until he had proved that it was so, he would continue to use it.
2111. Who designed the Arnold Bridge? That I do not know.
2112. Do you consider white gum to be a durable wood? After an experience of 23 years of its properties, I am quite satisfied that it is not.
2113. Do the settlers about that part of the country use it? Not if they can get anything else.
2114. I believe it is more easily worked up than the red gum? No; I think it was used because it was more easily obtained. It is the prevailing kind of timber in that part, and is plentiful, because very few people use it—none in fact, unless they cannot get anything else. It is a most objectionable wood to use where durability is required. I never use it, and an experience of 23 years has decided me not to do so.
2115. With reference to the road at Harpur's Hill that you have spoken about: you have said, I think, that Mr. Martindale stated that this road had been macadamized? Yes, I have.
2116. Did you see any broken metal on that road? I saw a few pieces, but they were very few and very far between. There was certainly not enough to lead me to suppose that there was any large amount of metal laid on the roadway.
2117. And yet Mr. Collett had passed that road as macadamized twenty months previously? I believe it was passed as macadamized.
2118. And was it macadamized? No, nor nothing like it. No person whatever, however ignorant of road-making, would ever imagine it to be so.
2119. Is there any scarcity of metal suitable for road-making at Harpur's Hill? On the contrary, there is abundance of it. The crest of the hill has been cut through to make the roadway, and where the cut has been made there is abundance of stone for the purpose, taken out in process of excavation. It has been used extensively since then, and I had pointed out to me some excellent metal laid on the road, which I was assured had been got from the surfacing on the hill—from stones gathered on the surface.*
2120. Then there is abundance of good metal actually on the side of the road? There is abundance of it.
2121. You stated that Mr. Miller, the contractor, was paid 12s. 6d. per yard for the work he

* NOTE (on revision):—I have seen good metal being since broken at this spot, but that put on by Miller was surfacing. The above is what I stated.

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be performed—do you know whether this was for the lineal yard? I only know that Mr. Martindale said he (Miller) was paid that much per yard for about a mile and a-half of it; but whether for the lineal yard or not he did not say. I tried to get some information on this subject, but I could not succeed.

2122. Do you happen to know that Mr. Miller, prior to leaving for England, was reputed to have acquired wealth very quickly? I do.

2123. Had he any great means of his own when he first commenced taking contracts? No; the reverse.

2124. And had he not very extensive properties when he left? I have heard it said so.

2125. What have you heard? I have been told that he had several houses and plenty of money and land before he left the Colony for England.

2126. Have you ever heard or has it come under your notice that Mr. Miller was a very active man at election times? I do not know that he was.

2127. With reference to the metal placed on the roadway at the Nailors—did you ever hear that Mr. Miller was paid for putting a coating of gravel on the road, and that afterwards the work had to be done over again? Yes, I heard so from Mr. Martindale. We had passed over this road at the time when Mr. Martindale alluded to the work, and said that after it had been passed by Mr. Collett it had to be repaired almost immediately. When he mentioned the circumstance, he spoke of Mr. Miller as a contractor very much favoured by the Government.*

2128. Was the roadway well gravelled? The stuff used at the Nailors was not worthy the name of gravel. It was nothing more than white loam.

2129. And this loam had to be removed? Yes, subsequently.

2130. In what way was the road ballasted? That I cannot say, but I know that a great deal of it was removed.†

2131. Did you hear who removed it? I did not.

2132. Nor yet who was paid for it? No.

2133. Do you know Mr. Williams, the road overseer? Yes, by sight only.

2134. Where is he stationed? At Murrurundi.

2135. How long has he been there? I do not know; but some months, I believe.

2136. I believe he fills the situation of road overseer? I believe so, but I do not know what his duties are. I have seen him passing backwards and forwards along the road.

2137. Do you know whether he has ever filled any situation of the kind before? I do not.

2138. Has he any practical experience of the duties of his situation? I do not know. All I know is what Mr. Collett said, or rather, what he was reported to have said in the public prints, and what a Magistrate, Mr. A. Brodie, and C. P. S., Mr. G. G. Brodie, told me they had heard him say at the time. At the public dinner given at Murrurundi, in celebration of the opening of the Arnold Bridge, Mr. Collett made a speech, and in the course of it he congratulated the inhabitants of Murrurundi, not only on having good contractors to carry on their works, but also on having a road overseer to look after the works who was a gentleman by birth and education, who only wanted some practical experience to make him all that was required.

2139. You did not hear him say this? No; I did not attend the meeting; but I was told it by persons who heard it, and upon whose correctness I can rely. Besides, the same thing appeared in the public prints, in the report of the proceedings.

2140. Do you happen to know whether Mr. Hannington has had any practical experience in road-making? I do not.

2141. There has been some diversion in the Doughboy Hollow route from the line originally laid out? Yes. I remember that Mr. Debenham pegged out the line in the first instance; and in the cuttings he had painted pegs driven in to mark his line. I saw him subsequently, and he told me that he had pegged out the line of road to be made. Subsequently another person, a surveyor—Mr. Wells, I believe—came up and surveyed the line, and marked out another route through the Doughboy Hollow, carrying the roadway twice across the creek. I saw his line, and also Mr. Debenham's; and I knew the latter because he had painted his pegs; I was the only one that did so.

2142. Whose line was followed when the road was made? Mr. Debenham's.

2143. Was it superior to that of Mr. Wells? Yes, I think so. It avoided crossing the creek, whilst that of Mr. Wells crossed it twice; this was a manifest recommendation.

2144. Then in fact the original line was followed? Yes. I do not think it was materially altered from the direction first given to it by Mr. Debenham.

2145. And you regard it as an improvement? In so far as the direction is concerned I do.

2146. Have you any objection to name the parties who told you they had heard Mr. Collett give expression to the remark in reference to Mr. Williams? I have not; I had it from Mr. Brodie.

2147. From anyone else? I was told it, in fact, by both Mr. Brodies; by the one who is a Magistrate, and by the other who is Clerk of the Bench.

2148. Where do they live? At Murrurundi.

2149. How many contracts are there in your district that you know of as being taken? Well, the smaller contracts, which are the most numerous, I have never taken any notice of. I have only remarked the large contracts from my attention having been called to them by remarks I have heard from various parties.

2150.

* NOTE (on revision):—I stated from my own knowledge that the road at or near Harpur's Gate, that was said to be macadamized, had to be repaired, or rather, made over again, about two years after. Mr. Martindale stated to me that Mr. Miller was very much favoured, as a contractor, by Mr. Collett.

† NOTE (on revision):—This should be omitted—such a question was not put to me.

2150. What do you call the large contracts? Such as the bridge, the Liverpool Range contract, and the Doughboy Hollow contract. These are the only contracts that involve any amount of magnitude.
2151. If proper publicity were given when tenders are called for, do you think that there are residents in your district who would be inclined to tender for the performance of these works? That I could not say.
2152. *By Mr. Dick:* You are aware that this resignation of Mr. Quodling involves certain charges against Mr. Collett? Yes, I believe it does.
2153. I presume you have come here in support of those charges? I do not know that I come here for that purpose. My reason for attending before this Committee is, that I consider there has been gross mismanagement in the conduct of the public works in our district, for a length of time; certainly long before I knew that there was such a person as Mr. Quodling in existence. So fully was I convinced of this, that had I remained a Member of the Assembly, I should most assuredly have myself called for an inquiry of this character. I saw the great necessity there was for some alteration in the existing system, and even before these contracts I took some steps in the matter, by communicating with the Lands and Works Department. I did this before I even saw Mr. Quodling, and it was by a mere matter of accident that I became acquainted with him.
2154. You take an interest in public works and in their proper execution? So much so as this, that I am sorry to see public money mis-spent.
2155. Will you state to the Committee what circumstances you know of in connection with the resignation of Mr. Quodling? I know little beyond what I have seen in the public prints. But I have seen a letter or two in Mr. Quodling's possession that led me to expect something of the kind. I saw the letter from Mr. Collett to Mr. Quodling, in reference to his complaints about the execution of the works at the Doughboy Diversion, and I knew by that, that there was some misunderstanding or unpleasantness between them; I believe that I may have seen other letters afterwards, but I am not sure on that point.
2156. Then the chief information you have upon the subject of the resignation is gathered from what has appeared in the papers? Yes; and also from Mr. Quodling having told me that he had resigned. He told me he had resigned after he did so, but I do not know whether he told me on what account.
2157. You have only known him since about two months ago? That is about the time; but I had noticed him on the road for a long time before I knew or spoke to him.
2158. He did not consult you as to his resignation? He did not. The first intimation I had of it from him was when he told me that he had resigned.
2159. You have mentioned several circumstances connected with the general management of the roads which you conceive tell against Mr. Collett—can you mention any distinct or specific charges against him? My opinion is, if I must speak it, either that he is incompetent to fulfil the duties of his office, or that he allows contractors to perform their work very much to the prejudice of the Government and in their own favour.
2160. Can you charge him with any direct dereliction of duty? In what way?
2161. In any way—accepting bribes from a contractor, for instance? I never saw him take a bribe; these sorts of things are not done openly; but from Mr. Martindale's remark to me, and from the loose manner in which works are carried out by contractors, I have my own opinion on the subject. One may draw very strong inferences from a number of facts, though they may not be sufficient to form a certainty.
2162. You have spoken of a very strong prejudice in the district you reside in against Mr. Collett—is that in regard to what you here mention? Yes. Nothing can be more strong than the feeling that exists in the district, in regard to the way in which Mr. Collett allows Mr. Martindale to carry out his contract. The subject is a common topic of conversation wherever you go.
2163. If the feeling is so wide spread there must be some grounds for it? I believe myself that there are.
2164. In what way? Why, in this very letter that is now before the Committee, and which was handed to me to identify, there appear to me to be very strong grounds of suspicion.
2165. What letter do you allude to? To Mr. Bayley's letter with the memorandum attached stating that the original in Mr. Collett's handwriting was in Mr. Bayley's possession.
2166. You would not, I presume, condemn any person merely because there was a strong prejudice against him? I should be very sorry to do so.
2167. You would condemn him only on facts clear and unmistakable? As a general rule, yes; but you must be aware that the facts in connection with the taking of bribes are very difficult to come at, for such things are always done in secret. No man publicly takes a bribe, or makes it public after accepting one. If he does anything that afterwards is made public, it must always come out from some accident.
2168. Beyond this suspicion, are you prepared to shew any other mismanagement on the part of Mr. Collett? As I said before, either he is incompetent, or else he allows the contractors, and particularly Mr. Martindale, to carry out their contracts very loosely. One might draw a very fair inference from this fact alone. Thus, for instance, he allows a party to put upon the road less stone than he is required to do by his contract; then if a bridge is to have sawn timber for flooring, slabs are allowed to be substituted, and everyone knows that split stuff is cheaper than sawn timber. Then, in another instance, he may give instructions that a pile in each row may be dispensed with, thus giving an advantage to the contractor. All these things tend to throw money in the way of the contractors, who do not do the work they contract for, and thus the Government does not get full value for the money they lay out.
2169. Do you know on what terms additions to contracts are made? I do not.

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2170. Whether they are done for a round sum, or on a schedule of prices? I know this, that when I see a lump sum of £7,000 given for doing certain additional work, and when I know that this money has to be paid, I naturally look to see what the public get in return for it. If the public get any corresponding advantage I would say nothing about it, but I do not see why the contractor should have all the advantage, particularly when he seizes upon every point in a contract that is favourable to himself, even if it is only to put a pound or two in his pocket, as in the case of the removal of the iron-work from the bridge.

2171. You say that a fair inference may be drawn from certain facts which you allege—how do you make this appear? It is very clear to me that if a contractor has undertaken for a certain price to put a certain amount of cubic yards of metal upon a roadway, and does not put it on, that he must be the gainer by the difference between the quantity he ought to have laid down and that which he has actually laid down. Then, again, if he is allowed to use slabs instead of sawn timber, to dispense with a pile in each bulk, or to use shale instead of trap for metalling, all these would be advantages that no contractor ought to be allowed to have as against the Government.

2172. All these matters you have enumerated would be an advantage to the contractor? No question of it.

2173. Are you aware whether the Doughboy Diversion has been altered from the original line contemplated? Yes; I see by the contract that it has been altered only very slightly.

2174. The original line surveyed by Mr. Debenham avoided the making of two bridges across the creek? Yes. I know that the line marked by Mr. Wells crossed the creek twice.

2175. Was Mr. Debenham, in your opinion, a competent surveyor? I believe so.

2176. And in your opinion his road was the best? Yes.

2177. And was the one adopted? Yes.

2178. You do not know the width of the bridges on the line? I do not.

2179. You are not then aware of the fact that they are 18, instead of 12 feet wide? I am not.

2180. Do you happen to know whether, notwithstanding the iron-work that has been removed, there is still the quantity contracted for? I do not.

2181. Nor yet whether the contractor left, at the time the iron-work was taken away, the number of bolts specified in the contract? Mr. Rae's letter to me stated that there were the specified number.

2182. What reply did you receive to your letter complaining about the deficient number of bolts? The first letter I received was a merely formal one, stating that my letter had been received; and the next letter informed me that the Secretary for Works had received a report from some officer (I forget now what officer), stating that he had examined the bridge and found that there was the stipulated quantity of iron-work in it.

2183. Were you not so informed at the time? Not at the time, for I only got this letter a week or two ago.

2184. You have not got it with you, you say? No; I am sorry that I omitted to bring it, because it was so different from what Mr. Hannington had told me—so different in style from what I had a right to expect*—that I determined to inquire further into the subject, and should have done so if this Committee had not been appointed.

2185. You have stated, I think, that it was notorious throughout the district—spoken of everywhere, in fact—that Mr. Collett was favouring Mr. Martindale in the execution of his contracts? Yes.

2186. What is the nature of this notoriety? It was so notorious that I never rode up or down the road without hearing remarks upon it, from one quarter or another.

2187. From whom have you heard it? From everybody who has ever spoken to me about the roads; it was a common subject of remark.

2188. Can you not specify some of the parties? I have heard it generally spoken of by the inhabitants of Murrurundi, and up and down the road. And so it was about Mr. Miller; the same remarks were also made about him, as to the way in which Mr. Collett favoured him.

2189. That was three years ago, I believe? Yes, about that time.

2190. Did you make any complaint upon the subject to the Minister of Lands? Yes, several times; and Mr. Robertson promised me that he would have the matter inquired into.

2191. Those complaints were made verbally, were they not? Yes; I spoke to Mr. Robertson about it when he was up in the district, and he promised to have the matter looked into.

2192. You subsequently put your complaints into writing? I did.

2193. In order, I suppose, that it should come to the knowledge of Mr. Arnold, the Secretary for Works, that these injurious reports were flying about respecting Mr. Collett? That was not my reason for interfering in the matter. And here I may say that you are very wrong in thinking that I have any prejudice or any ill-feeling towards Mr. Collett. So far from this being the case, I have always been on the best terms with Mr. Collett. I bear him no ill-will, and should not have taken the steps I did if I was not under the impression that he abuses the trust reposed in him by the Government.

2194. You have frequently written to the Minister for Works upon this subject, at different times? No, but I have several times spoken to Mr. Robertson about it.

2195. To Mr. Arnold? No, to Mr. Robertson.

2196. He is Secretary for Lands? Yes; but I allude to a time previous to the division of the Department of Lands and Works.

2197.

* Omitted on revision:—"So different in style from what I had a right to expect."

2197. The principal complaints of mismanagement are, I believe, in reference to the works at the Doughboy Hollow and the Liverpool Range? Yes, the complaint is, that they are not carried out as they should be.
2198. These are the only two works you complain of? Yes, latterly.
2199. Who is Superintendent of the Liverpool Range Road District? Mr. Bayley. I believe it was he, but I am not certain; I believe he used to look after those works, but it is difficult for me to say, as there were so many officers of the Road Department riding about and seeming to take part in the management. I have seen as many as three of them visiting the works. In fact there were sometimes so many that it was hard to say what they found to do.
2200. You stated, I think, that there were two bridges so slovenly constructed that if a cart had been driven over them they must have given way? That was three years ago.
2201. How many bridges and culverts are there on this line of road? On what part of it?
2202. From Maitland upwards? That I could not say, but there must be an immense quantity.
2203. Can you not give a rough guess as to how many? No; there are a great many.
2204. Are there five hundred? I do not think there are so many as that, but there is a large number.
2205. What work was it that Mr. Collett was going to survey and certify to, at the time of the presentation of the memorial or testimonial? That at the Liverpool Range.
2206. That work had been under the charge of Mr. Bayley, had it not? To some extent. I believe he had charge of the work whilst under progress, but under Mr. Collett. I look upon Mr. Collett as being in charge of the roads.
2207. But not beyond the Page—that was the extent of his district? I considered him in charge of the whole line.
2208. Not until after the passing of the Main Roads Act? All through. I understood him to have charge of the road all the way up.
2209. He was then going to survey the works on the Liverpool Range at the time the testimonial was presented to him? I understood that he was so.
2210. But who told you, or who mentioned these circumstances to you? You see you have spoken of so many rumours and reports that it is hard to separate them from facts, and the Committee cannot act upon any information unless it comes from a good source? I would not mention anything that I had not a good authority for. I have no private purpose to serve; and even if I had, I would not state anything that I did not believe to be the truth.
2211. I do not suppose for an instant that you would state anything unless you believed it to be correct; and I may say, with regard to this Committee, that all we desire is to elicit the truth; that is the only object the Committee has in this inquiry. We are prepared to do justice, but we must not condemn a person upon every idle rumour—neither would you, I presume? I should be very sorry to do so.
2212. Was this testimonial you speak of publicly given to Mr. Collett? I believe it was.
2213. He also received a testimonial from the people of Scone? Yes, I believe so. I understood that he received several.
2214. The testimonial you refer to is the one presented in April last? Yes, I believe that was about the time.
2215. Were you asked to subscribe to it? Yes, I believe I was.
2216. Who asked you? Mr. Neale asked me. He said that there was a testimonial getting up for Mr. Collett; that he had been asked to subscribe to it, and that the parties were thinking of coming to me. He asked me if I would subscribe if the list was brought to me. I said, in answer, that it was of no use for them to come to me, as I would not subscribe.
2217. Who is Mr. Neale? A very respectable person, residing at Murrurundi.
2218. He had subscribed to it? No; he said they had been to him, and then asked me if I would subscribe.
2219. There was a public dinner also given to Mr. Collett? Yes, afterwards.
2220. And the report of the proceedings at that dinner was published in the newspapers? I believe it was; but I was in Sydney at the time, and cannot say with certainty.
2221. There were also testimonials to Mr. Collett from Scone and from Muswellbrook? Yes, I believe so.
2222. Do you know the parties who got these up? I do not.
2223. Do you know that Mr. Dangar, the Member for the Upper Hunter, took a very active part in it? I do not.
2224. Will you look at these. (*Reports from Correspondent of the S. M. Herald, published in that paper, handed to witness.*) Can you say if you saw these announcements in the newspapers? I do not remember seeing them in the papers, but I heard of the affair when I came to Maitland, on my road home from Sydney.
2225. You have no doubt, however, but that these accounts were published at the time in the papers? No doubt it was.
2226. Let me ask you whether it was not these public accounts published in the papers that first drew your attention to the matter? No; it was these contractors going about soliciting subscriptions that first drew my attention to it: I remarked it because I considered it improper.
2227. Did you remonstrate with them at the impropriety of which they were guilty? I did not; it was not my business to do so.
2228. You do not know those who went about soliciting subscriptions in Scone? I do not.
2229. And you cannot say whether or not they were contractors? I cannot.
2230. Now about the stumping—was it not the fact that the stumps were only left standing

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on the slopes? In point of fact the line is all slopes; the greater part of the road is carried over the spurs of ridges.

2231. Is it not an advantage, rather than the reverse, to leave the stumps standing on the lower side of sidings, rather than to loosen the earth by drawing them out? It is not an objection to leave them standing in places where they will be completely covered over by the earth-works.

2232. Do you know whether it is provided in the contract that the stumps shall be left standing on the higher slope of the embankment? I do not.

2233. I may tell you that the contract provides that the road shall be cleared and stumped for half a chain wide; and that all stumps shall be removed, except upon the higher side of the embankments, where they are to be left standing. Now, were there stumps left in any other places than on the higher side of the embankments? They were not taken out anywhere except in the clear roadway of 18 feet wide.

2234. But you say that the road is nearly all siding? Yes, nearly all; and this is what I want to draw the attention of the Committee to. What is the good, in a practical point of view, of letting a contract of this sort, saying that a certain road is to be cleared and stumped for a certain width, when in point of fact it is not to be so? By such a mode of proceeding you are only putting the country to an unnecessary expense, and uselessly wasting the public money.

2235. Yet everyone can see the specification, and so ascertain the exact quantity of work that is to be done? No doubt; but when they see that tenders are called for clearing and stumping, they are under the impression that all the stumps are to be taken out.

2236. The clause in the contract, however, is specific enough? It would be sufficiently explicit to persons up the country; but not to persons tendering in Sydney.

2237. Where are the specifications to be seen? I do not know.

2238. Are they not sent in the usual way to the Court of Petty Sessions of the district in which the work is situated? That I cannot say.

2239. Are they not sent up to the Murrurundi Bench? I do not know.

2240. You are a Magistrate, and attend that Bench pretty regularly? Yes, but I have to ride sixteen miles to get there; and when there, the Bench duties occupy my time so much that I have no time to make inquiries into other matters.

2241. *By Mr. Hoskins*: In point of fact, has the road been cleared and stumped a chain and a half wide? The trees have been taken off, but the stumps have not been removed, except in the 18 feet roadway.

2242. They have been left upon the lower part of the road as well as upon the upper side? They have.

2243. And are plainly to be seen by everybody? Yes, you cannot help seeing them; some of them have the earth thrown up against them and stand out above it, some three, some six, some nine, some twelve inches, whilst some of them are breast high.

2244. From the way in which the roadway is made, and the narrow line formed, would not the drays if they went beyond this 18 feet of roadway be liable to topple over altogether? No; there is width enough for them, but the 18 feet is the only width formed and metalled.

2245. *By Mr. Dick*: These stumps are on the ground over which the embankment is made? Yes.

2246. Is it not an advantage rather than the reverse to leave them in the ground, so as not to loosen the earth over which the embankment passes? I will quite admit that it is objectionable to loosen the earth more than is necessary; but then, from the way in which the tenders are called for, the Government are made to pay a greater price than they should do.

2247. You have stated that after the presentation each of the contractors in question had a contract allotted to him without tender—how do you know this? I heard a person of the most reputable character, in whose statement I have every confidence, say that they did so.

2248. What did he tell you? He told me that each of them got a contract without tender, to the extent of a hundred pounds.

2249. Was it for the erection of toll-houses? Yes, I believe it was.

2250. Do you happen to know that the sum allowed for the construction of toll-houses has been limited to £100 each? I was not aware of it.

2251. And that it is customary for them to be contracted for without tender? I did not know that.

2252. If the contract is for a bulk sum, what advantage can it be to Mr. Collett to allow the contractor these favours? I do not say what difference it would make to Mr. Collett; but it would be a great deal in Mr. Martindale's pocket in either way, whether he got a lump sum, or whether he contracted for certain work at a certain price.

2253. But if he had to complete all the works for a lump sum, why should Mr. Collett favour him by not insisting upon his completing the work according to his contract—in what way could Mr. Collett gain? That I do not pretend to say.

2254. But surely there must be some object, and what could Mr. Collett's object be in favouring the contractor when the contract was made for a lump sum? I say again that I do not pretend to say what object he had; but taking the fact that he did so, in conjunction with the remark made to me by Mr. Martindale in reference to Mr. Miller, anyone could draw his own inference. Mr. Martindale said to me, when speaking of Mr. Miller being a favoured contractor, that Mr. Miller and Mr. Collett understood each other; and, on the same ground, seeing that Mr. Collett favours Mr. Martindale, I may say that they also understand each other. I think that is only a fair inference to draw.

2255. Then, in plain terms, you are of opinion that Mr. Collett favours him for his own personal advantage? That is my opinion; most conscientiously I think so; and I am not alone

alone in this opinion, for I have heard it publicly stated that Mr. Collett obtained a percentage of the amount paid to the contractors—Miller and Martindale.

2256. From the contractors? Yes, and that is my opinion, I am sorry to say; and that is what the great bulk of the people in the Northern District think also.

2257. Can you tell the Committee the names of any persons who hold this opinion, and whom the Committee could examine on this point? The impression is almost universal throughout the district.

2258. Can you tell us the names of any persons who would be willing to be examined, and who could bring this charge home to Mr. Collett? I do not see what light they could throw on the matter, since they can only surmise as I do, or draw inferences from facts such as I have stated.

2259. Then how is this charge to be substantiated? That I do not know, except this letter can be shewn to be copied from one in Mr. Collett's handwriting, as the memo. of Mr. Bayley affirms. If that is proved, I think it shews a very strong case against Mr. Collett; and then other matters may come out incidentally in the course of this inquiry.

2260. I suppose you are aware that a charge of this kind is a very difficult thing to prove? Yes, but this letter, if shewn to be in his handwriting, in the first instance would form a very strong proof against him, or else why should Mr. Collett take so much interest in Mr. Martindale as actually to write to him telling him what work to apply for, and what amount to tender at?

2261. That is exactly what I wished to know all through your evidence, and now it appears that we have arrived at it, by your stating that you believe Mr. Collett to be handsomely paid for favouring the contractors? Yes; I am very sorry to say so, but that is my impression.

2262. You did not charge him with this, in the complaints you made to the Department? No, I did not have any suspicion of him then. I never for a moment imagined anything of the kind, for I had a high opinion of Mr. Collett until my suspicions were raised by Mr. Martindale's remark about Mr. Miller being a favoured contractor, and that he and Mr. Collett understood each other. Seeing Mr. Martindale a favoured contractor also, it struck me that as Mr. Miller had left the Colony, Mr. Martindale had taken his place as a favoured contractor, and that, like Mr. Miller, he and Mr. Collett understood each other.

2263. When you talk of proving this letter, do you mean that Mr. Bayley wrote it at Mr. Collett's dictation? No, I mean something more than that—that Mr. Collett wrote it in the first instance and handed it to Mr. Bayley, who copied it, retaining the original himself. If you look at the memorandum written on the back by Mr. Bayley, you will see that is the case.

2264. Do you know any parties willing to give evidence who could throw any light upon this charge? I do not; but I should imagine that Mr. Bayley would be the only person likely to throw any light upon it, since it was he who received the letter from Mr. Collett.

2265. Do you know anything of Mr. Martindale? No, I know him only as a contractor.

2266. Is he any relation to Capt. Martindale, the late Commissioner of Roads? No, I believe not.

2267. Does he bear a good character in your neighbourhood? I never heard anything against him; but I do not blame him in any way for the part he has taken in the matter.

2268. How do you mean? I mean that if he gets his contracts in a favourable way, and is allowed to carry them out in a manner favourable to himself, I do not blame him for doing so.

2269. But if he gets paid for doing certain work which he does not do, he commits a fraud; and surely you do not mean to say that you do not blame him for committing a fraud? Put in that way, of course I can do no other than blame him. But if he gets a contract, and then by the favouritism of those above him is allowed to do it in a slovenly manner, I do not see how he is to blame for not doing it better.

2270. But if he colludes with the Commissioner to slum the work, as you state it to be your opinion that he does, is not that a fraud upon the public? If he does so, most assuredly it is.

2271. And then you say that he is not to blame, although he colludes with the Commissioner to rob the public? He is most decidedly to blame in such a case as that.

2272. He would be equally with the Commissioner a party to the fraud? I should think that he would be quite as much to blame as the Commissioner, if he was a party to such a transaction.

2273. I believe that all you have stated about this charge is based upon rumour? There is something more than rumour in that letter; and that I look upon as very strong evidence in favour of the charge.

2274. Have you seen that letter before? Yes.

2275. That very letter? From the memorandum in Mr. Bayley's handwriting, and from other marks, I should say that it was the same.

2276. In whose possession was it when you saw it? In Mr. Quodling's.

2277. At any rate, leaving out this letter, all the other information you have given to the Committee is based on rumour; now do you know any person who can testify to this collusion between Mr. Collett and the contractor? Neither can I testify to any fraud between the Commissioner and Mr. Martindale—certainly not. But from the remark made to me two years since by Mr. Martindale, coupled with the slovenly way in which Mr. Collett allowed the works to be carried out, and then this letter coming on the top of all, I could draw no other inference than that there was some collusion between Mr. Collett and Mr. Martindale.

2278. Can you give us the names of any persons whom you conceive it would be desirable to call, under these circumstances? I do not know anyone who can give the Committee more information than they have at present, with the exception of Mr. Bayley. If that letter is

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in existence I certainly do not see how it is to be explained away. This is only my own private opinion, and possibly Mr. Collett may be able to shew that he acted perfectly correct in the matter, though I do not see how he can do so.

2279. What I wish to know is, whether you are aware of any persons who can give the Committee direct testimony on this subject? I am not aware of any.

2280. You stated, I think, that there were some faults in regard to the fencing material, and the slabbing of the bridges; now will you state all the faults that you have remarked in reference to the management of the Northern Road? I am not certain whether I mentioned it before, but one great fault I find is, that Mr. Martindale has been allowed to pitch the road before the roadway has become properly consolidated; that I regard as the most material fault of all.

2281. Mr. Martindale has not yet given up the road to the Government? I believe not.

2282. As a matter of fact, it is not yet finished? It is not.

2283. Then do you not consider that it would be premature to blame him until he has handed the road over to the Government? No doubt it would be, but then Mr. Cowper says it is finished.

2284. Now do you not know, as a matter of fact, that it will not be finished for the next six weeks? If more dispatch is not used than has been, it will not be finished then.

2285. Do you not think it would have been better to have left this charge to stand over until the road was finished and given up to the Government? No doubt it would have been; but there are portions of the road that are looked upon as finished, whilst there are others again, that have no metal on them and are nothing like completed. Still there are portions that anyone would presume to be completed, that have been pitched and metalled, and that have had the loam thrown on the metal to bind it, and it is from these that I judge.

2286. Does it not appear to you that by making these charges prematurely, as you have done, you give the contractor an opportunity of making good any deficiencies there may be in his work? That is right enough, but I do not see how this was to be obviated under the circumstances.

2287. You have had some experience you say in work of this kind? Yes, for the last twenty-three years.

2288. In road-making? In that and at anything else in the shape of work. I have had to work, and hard too, in my time, and am a pretty good judge of work of this kind. I know, too, what amount of work a man ought to do in a day. I am considered a good judge of these things in my district, and am often asked to act as umpire or referee by my neighbours.

2289. I think you stated that one of these parties who had been appointed on the road had been a sheep farmer? Not a sheep farmer, but a sheep overseer. He was overseer to Mr. Warland.

2290. And being a sheep overseer, it was not to be expected that he could know anything of road-making? I know that he does not, from what Mr. Collett himself said about him.*

2291. You are a sheep farmer yourself, I believe? I am, but I know something of road making as well as of sheep farming.

2292. Then the two occupations are not necessarily inconsistent? No; it does not follow that they should be so.

2293. If the contract states that the slabs used shall be twelve inches wide, and that in place of the slab of twelve inches, two slabs of six inches wide are used—would that, in your opinion, be an improvement? I should consider that a moderately wide slab was better than one too wide or too narrow.

2294. From your experience, can you say which would be the best, the slab of twelve inches wide, or those of six inches wide? From my own experience, I certainly consider a moderately wide slab to be the best.

2295. What do you call a moderately wide slab? One of from six inches to eight inches wide.

2296. Then if, according to the contract, the slabs were to be twelve inches wide, and if instead of one twelve inches, two of six inches wide are used, there must necessarily be the specified number of bolts used? Of course, if one bolt is put in to each slab, and there is double the number of slabs, there must be more than the number of bolts.

2297. Do you know if this has been done in planking the roadways of the bridges? I believe so. I know they are fastened down, but whether this has been done by bolts or not I cannot say positively; but I think I have seen† them preparing the bolts.

2298. Have you seen the contract under which Mr. Martindale is executing his work? I have.

2299. Did you read it carefully? I cannot say I did.

2300. Where did you see it? At my own place. It was shewn me by Mr. Quodling.

2301. You have no prejudice, I think you said, either in favour of Mr. Collett or Mr. Quodling, or against either of them? I have not; all that I wish is, to see the public works properly carried out and the public money properly expended.

2302. With reference to the fencing, you stated that it was very badly done, that the posts were very light, and that if it had been done for you, you would not have passed it? I would not.

2303. What fencing do you refer to? That on the Doughboy line.

2304. You said, I think, that there was about a mile of it? I do not know the quantity, but

* Revised:—did not, when he was first appointed road overseer, from actual observation.

† Revised:—the heads of spikes above the slabs.

- but if I remember rightly, there is not a mile of it or anything like that quantity. The only place where I observed any fencing was along by the stone coping of the bridge at the Hollow. A. Loder,
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2305. I understood you to say that the fencing was bad for a mile? I could not have said anything of the sort, because there is nothing like a mile of it. 10 Dec., 1861.
2306. How much do you think there is? I should not think there was more than eighty yards.
2307. Is it on this side of the range? No, on the other side of the range, going down the Doughboy Hollow Diversion.
2308. And how much is there? I should say not more than eighty or a hundred yards.
2309. The report of Mr. Hannington says that there are only six panels? There is more than that. The stone bridge is a good length. If any person had been putting it up for me, I certainly should not have approved of it or paid for it.
2310. Does it answer the description of the specification, which says that the timber shall be sound iron-bark, box, or red gum; that the posts shall not be less than eight feet long, eight inches wide, and four inches thick; the rails to be nine feet long, six inches wide, and two inches thick? They are not according to contract. They are eight inches on the back, and they may be three inches thick, but there is not a post there that comes up to the four inches; and besides that, they are all running off, being broader and thicker at one end than at the other. They have mortised the broad end, and put the smaller end into the ground, so that the posts have no hold on the earth. That which is below the surface is so slight that nobody would even think of mortising them, even if they could do so.
2311. You speak from observation only, and not from actual measurement? From observation; but then my eye is pretty correct, from long and constant practice. I am sure of this, that they are not according to contract, as you explain the specification to be.
2312. You say that timber is not easily to be obtained at that spot? No, not without going some distance back and up the mountain.
2313. You say that some very good material was to be had there—in what part is it procurable? I say that there is abundance of good material to be got by going higher up the mountain and back from the road; but it is not a very good place for timber.
2314. I think you said that the great fault with the road was that it was too narrow? Yes, too narrow for the traffic.
2315. Do you refer to the Liverpool Range contract when you say this? Yes, principally.
2316. Are you aware that that was done under Mr. Bayley's management, and that Mr. Collett has since widened it? I always understood Mr. Bayley to be Mr. Collett's inferior officer—to be under him and his direction.
2317. However, the Doughboy Hollow line is wider and better? Yes, it is.
2318. Whereabouts was it that you saw the man at work repairing the road for which Mr. Martindale was getting £50 a month? On the Liverpool Range.
2319. For how many miles was it that he got this £50 a month maintenance money? I do not know the exact distance, but it was the extent of his original contract.
2320. Has he still got that contract for maintaining this piece of road? I believe he has; the same man is at work upon it still.
2321. Are you sure that it is £50 a month, or is it £50 a year? I understood distinctly that it was £50 a month; but it is very difficult to get information in regard to these matters; no very great publicity is given to them, especially to those contracts that are not let by public tender.
2322. You do not know the distance that he has contracted to maintain? It is the length of his original contract; it may be about a mile and a half.
2323. May it not be a mere temporary arrangement? No, I understood that he had got it permanently. It was pointed out to me that whilst he was getting £50 a month for maintaining the road, he was employing only one man on it, and was expending only £8 a month.
2324. Was he expending £50 a month over the whole contract in maintaining it in good condition after it was completed? According to my observation, he was not spending more than £8 a month. I never saw more than two men at work on it—one man being employed only occasionally. But Mr. Martindale had a contract independent of this, somewhere about where the pipe-clay stuff was put on the road, just about Brodie's stone-quarry. He pointed it out to me as what he had got the £700 for.*
2325. You say that you had found it difficult to obtain information—to whom did you apply for it? To all those persons whom I considered most likely to give it me.
2326. Did you apply to the road overseers? I did.
2327. Did you ask Mr. Williams? No.
2328. Or Mr. Brown? No; I do not know him; I have never spoken to him since he has been appointed.
2329. Can you say who refused to give you the information you asked for? I did not say that I was refused information, but I have asked it from Mr. Quodling and from parties in Murrurundi, and they all said that they could not give me the information I required.
2330. The overseers in the pay of the Government have not refused to give you information? No, certainly not. The only one I could have asked would have been Mr. Brown, and I did not ask him on account of not knowing him.
2331. With reference to the pipe-clay piece, how do you know it cost £700? Mr. Martindale told me he got £700 for additional work on it.
2332. Is that also on the Liverpool Range? It is.
2333. And on that part of the road which you believe to be under Mr. Collett? Yes.
- 2334.

* NOTE (on revision):—I did not so state it.

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2334. Is that where they shut up the road with a fence? Yes, they put up a few panels of fence across it and so closed the whole line, because as the road was fenced in on one side*, the traffic had to pass round by the old line.
2335. What was this for? To prevent the traffic from cutting up the road.
2336. Was this when the line was out of the contractor's hands—after it had been given up to the Government? I cannot say that it was so, though it was after it had been open to the public traffic.
2337. *By Mr. Dalgleish*: Are you supposed to know what is in other people's minds when they take it into their heads to shut up roads—do they put up any placard or notice stating the reason why they have done so? No.
2338. Then you have no means of knowing what it was done for? No, only from what I observed of the state of the road from the traffic on it.
2339. *By Mr. Dick*: Was it immediately after a heavy fall of rain, or a continuance of wet weather, that the road was closed? No; after a little fall of rain. The panel was taken down and the public were travelling on it when the very wet weather set in.
2340. Where did the traffic go when the road was shut up? Down the old line.
2341. It was better than the new road, I believe, at that time? The public preferred it.
2342. That was a very good reason then for their taking it? It may have been.
2343. Was that the reason why they took it? Yes, because it was a work of very great labour to get up the new line, from the bad way in which the road had been constructed.
2344. Was this the place where you observed the man putting down great lumps of stone? Yes. He was following along the dray tracks, and throwing down large lumps of stone to fill up the ruts that the drays had made.
2345. Did you report this to the officer in charge of the works? I did not.
2346. Is it not a very strange thing that you should have forgotten to do so, when you saw a man taking the Government money and performing work in this manner? I can only say that I did not do so.
2347. You have spoken about protection to the water-boxes—what do you mean by this? I mean that the water-boxes for carrying off the water from the drains and under the bridges or culverts have nothing to protect the mouth of the water-boxes or openings. Of course it is a matter of opinion what that protection should be, but the consequence of there being no protection at all is that the sides fall in, and that this, with the earth that is washed into them by the heavy rains, soon chokes them up, and then the water, instead of passing away by the culvert, collects until it breaks over the roadway, washing away the metal and destroying the made road.
2348. What ought there, in your opinion, to be, to prevent this? The Government engineer should be the best person to give an opinion upon that point.
2349. Are you able to form any opinion as to what ought to be done? I certainly think that the mischief should be obviated as soon as possible. No doubt a little masonry at the mouth of the water-boxes would be an improvement. And whilst I am on this subject, I may remark that there requires to be some protection at the spot where the water makes its exit; because the fall of the large body of water that often comes down soon makes holes, and by and by you will have these undermining the bridges.
2350. Can you say how much has been already expended upon bridges on this line? I cannot.
2351. Who told you that £50 a month was paid to Mr. Martindale for maintaining the line? The man employed by him to work on it.
2352. How is the road maintained—that part which is completed, from the Doughboy Hollow? It is let out on contract in different lengths. There are some men employed at different places, called maintenance men; but there are a number of small contracts on the road.
2353. Then it is kept in order by a number of small contractors? No; the small contractors I speak of are making it; at the Willow Tree, for instance, and at Kangaroo Flat, and all along the road.
2354. *By Mr. Hoskings*: You do not know the amount of these small contracts? I do not.
2355. Nor yet how many there are of them? No.
2356. *By Mr. Dick*: With reference to the other contracts, do you think they have been well carried out? All the bridges are well done. The small bridge at Kangaroo Flat is a very good and substantial one. The bridge at Tamworth I have not seen since it has been completed.
2357. What is the length of the road from Armidale to Maitland? The distance from Armidale to Tamworth is 75 miles; then between 60 and 70 miles from Tamworth to Murrurundi; altogether, in round numbers, it is about 250 miles from Armidale to Maitland.
2358. And out of the whole of this length of 250 miles, do you object only to the construction of two bridges? No; I object to most of the gravelling that has been done on the road from Singleton upwards. With regard to the bridges, I never found fault with the wood-work of many of them, except that I drew attention to the platform of the Arnold Bridge being of white gum.
2359. You said, I think, that you did not know how much had been expended, or was now voted for the construction of bridges on the whole of this line? Since when, may I ask, because your question refers to a very indefinite period?
2360. Say, during the last year? I do not know.
2361. Do you know a man named Fox? I do.

2362.

* *Inserted on revision*:—and a steep bank or cutting on the other.

2362. What was he when you first knew him? A clerk in a produce store.
2363. He was a contractor, I believe? Yes.
2364. What character does he bear? I have always considered him to be a very quiet, harmless man; he is generally thought to be so.
2365. Is he a man in whom dependance can be placed, or one that would not be likely to write anything but the truth? I know nothing of him, either for or against him; and as I believe every man to be an honest man until the contrary is proved against him, I must presume that he is an honest man; I have no reason to believe the reverse of him.
2366. Do you know anything of Mr. Quodling's private character? Nothing beyond what I have observed during the last two months since I have known him.
2367. Do you know anything about his private habits? I believe he is a very steady young man.
2368. And has always been so? I have no reason to suppose to the contrary.
2369. Have you ever heard him accused of drinking to excess? I have never known even the shadow of a suspicion against him in this respect; and before I was introduced to him I have repeatedly seen him up and down the road, and have never seen him otherwise than steady and diligent in the performance of his duty.
2370. Is he temperate in his style of address to the men? I cannot say; I have had no opportunities of judging.
2371. Can you give the Committee any further information tending to prove that there has been a regular loose and discreditable system of management carried on since Mr. Collett has been in office? I should fancy that this would best be proved by the production of official documents.
2372. Can you give the Committee any information on the subject? Nothing beyond what I have already stated.
2373. *By Mr. Dangar:* Has Mr. Fox now left Murrurundi? I have not seen him for a long time.
2374. For months or for years past? I cannot exactly say how long; but the last time I saw him he told me he had a contract half-way up Warland's Range, between the crossing-place and the top of the range.
2375. Do you know any parties of the name of Hill in Murrurundi? I did.
2376. They make themselves very busy in elections? They did.
2377. They have lately been appointed to situations under Government? I cannot say.
2378. You recollect the German—you have spoken about him already? Yes.
2379. Do you recollect his being employed under Mr. Newcomen? I do not.
2380. Was not Mr. Newcomen the superintendent previous to Mr. Quodling taking charge? He was.
2381. Do you know the reason why he resigned? I do.
2382. What was it? It was stated that he kept stores on the road, and that he made the men deal with him. It was said, too, that if the men did not get their supplies from him they were very soon dismissed from the work.
2383. Have you heard of men being dismissed for not taking flour from his store? I have heard so.
2384. And for not taking tea and sugar? Yes, it has been said so.
2385. And he was allowed to employ his horse and bullock teams on the road in the service of the Government? I have heard it so said, and I believe he did.

[*Here Mr. Forster vacated the Chair, and it was taken by Mr. Hoskins.*]

2386. Has not Mr. Quodling's competence for the office of road superintendent been confessed on all hands—do you not believe that he is a superintendent equal, in all respects, to Mr. Newcomen? I should say that he was much superior.
2387. Do you approve of appointing superintendents from the list of the road overseers? If they are deserving men, certainly I do. I should say that was the very best plan to be followed, if they are deserving men.
2388. Are you aware that Mr. Newcomen was a certain time on trial before his appointment as road superintendent was confirmed? I cannot say that I was aware of it; but, following out this question, I may state that this is one of the objections I have to the present system of road management—gentlemen are appointed and put into these situations without having the least practical acquaintance with the work they have to superintend. Now, I think that if labouring men even were selected it would really be better than having such persons as now fill these offices, because they would, at all events, have some practical experience of the work they had to look after.
2389. Would the road overseers be able to act as road engineers? Not unless they were trained to it.
2390. Have not persons tendered for works for less sums than Mr. Miller or Mr. Martindale, and yet not got the contract? I do not know that such has been the case.
2391. Have not contracts been given to persons without their tendering for them at all? I have heard that such a thing has been done.
2392. Have you ever seen the scale of prices for work allotted to different parties; so much for making, so much for forming, so much for ballasting, and so much for cutting and for draining—the scale as directed by the department? No; I have not.
2393. Do you recollect the Murrurundi toll house and gate being let without tender? I do not. I heard that it had been let without tender, but I do not know who was the contractor.
2394. This German that you speak of, is he the man who lives out near Paddy Cummins? I believe not; he was living at Murrurundi.

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2395. Are you aware that Mr. Martindale sub-lets some of his contracts to Mr. Greer? Yes, so Greer told me; he said he had taken part of Martindale's contract
2396. How long was Mr. Debenham pegging out the Doughboy Hollow line? That I cannot say.
2397. Mr. Thomas Miller has gone to Europe, I believe? Yes, so I understand.
2398. Has Mr. Greer any contract in Murrurundi? No; he has one at the Willow Tree; he is blasting and quarrying stone there.
2399. Have you heard whether contracts that have been tendered for have been taken at a large sum less than the specifications from the office, which other contractors have tendered for? I do not understand the question.
2400. *By Mr. Lucas:* With reference to this German who told you that Mr. Martindale was receiving £50 a-month for keeping up a certain part of the road in repair, what piece of road was it that he referred to? The piece known as Martindale's contract, and extending down from the Liverpool Range Gap in the direction of Murrurundi; a distance probably of a mile and a half.
2401. Was that the piece of road which Mr. Martindale had had the contract for completing? It was.
2402. Do you know that a difference of some 30 or 40 per cent. can be made by the manner in which the work of a contract is performed? Yes; I know that a very large sum can be made, varying of course according to the extent of the contract.
2403. Do you suppose that if contractors had known the way in which the work was to be performed, and that shale instead of metal was to be put upon the road, that they would not have tendered for very much less than they did? I do.
2404. You say that you do not blame the contractor for doing the work in this slovenly manner? No; I do not blame him for not doing it better when he found that it would be passed as it was.
2405. Whom then do you blame? The person who overlooks him, and the head of the department, who passes the work; I myself blame Mr. Collett; in this I may be wrong, as the blame may rest somewhere else; but I look upon him as the head of the department.
2406. Some of the earth-work from the cuttings on his contract have been tipped over into the creek? Yes; the earth from the large cutting.
2407. And this has had the effect of filling up the watercourse? Yes; it has stopped the course of the creek.
2408. Will it necessitate the cutting of a new watercourse? It will do so before long, but has not yet.
2409. Have you heard whether it is proposed to cut a new watercourse? Yes; I did hear that it was intended.
2410. Did you hear the price at which it was to be done? I did hear, but I forget what it was.
2411. Was it the usual price paid for work of that kind in the neighbourhood? I was told not.
2412. It is not commenced yet? I passed there this day week, but I could not observe whether they had commenced it or not.
2413. Have you seen the contract and specification for the works on the Arnold Bridge contract? I have not.
2414. I think you say that you do not of your own knowledge know that white gum has been used for the flooring of the bridge? I do not; but I may say that Mr. W. Martyn, J.P., told me this day week, when I was in Murrurundi, that he could prove unmistakably that the flooring was of white gum.
2415. It does not require much experience for a person to know when a road is well made, particularly when he has been in the habit of travelling during 20 or 30 years of his life? No; it does not require much experience, but it requires a certain amount of knowledge of the subject to enable a man to point out the defects that exist.
2416. Will you look at this specification. (*Specification of Mr. Martindale's contract handed to witness*)? If you turn to the metalling clause, you will see that the roadway is to be metalled for a width of 18 feet; and that the metal is to be laid to a depth of 9 inches in the centre, and 6 inches at the side of the road.
2417. Is the road, as far as you have observed, in accordance with this clause of the specification? No; I have already said that I did not think the metalled width to be more than 13 feet, and therefore there is not the 18 feet of metalled surface. There is nothing like 9 inches of broken metal on the centre, nor of 6 inches on the side of the roadway. The metal used is not the best and hardest that is to be obtained, for instead of being blue-stone, it is only common basalt. The metal is not broken to a $2\frac{1}{2}$ inch gauge, nor anything like it by a long way; and as to the metalled surface being 18 feet wide, I feel quite convinced about that; it is nothing of the kind. I set it down at 13 feet, and my eye seldom deceives me; I am too much accustomed to these measurements.
2418. Then you say that there is not 9 inches of metal on the centre and 6 inches at the side? No, nor nothing of the sort. The metal is not there; and anyone could see that it is not.
2419. The metal is to be spread in two layers of equal thickness, the first to be well consolidated before the second is spread. The metal to be broken on the road-side, and left in heaps to be measured by the Superintendent. The first layer must be spread on the road before the second layer is begun to be broken. Now, has all this been done? This I cannot say anything about.
2420. The other portions of the road are to be ballasted and spread with good clean ridge or river gravel? I saw no ridge or river gravel spread upon the road.

[Here Mr. Hoskins vacated the Chair, and Mr. Forster resumed it.]

2421.

2421. Will you look at the section of the specification which refers to the slopes? Yes, I have it.
2422. Are the edges of the embankments hand-packed? I did not notice that the edges of the slopes were; but the pitching was hand-packed.
2423. The contract specifies that all slopes where through rocks, are to have a fall of six inches to the foot, and where of earth, of a foot to a foot. Banks to be as shewn on the cross sections, and where no cross sections are shewn, to be $1\frac{1}{2}$ to one. Where slopes are shewn steeper than this, the best rubble from the cuttings is to be selected to face the outside, where it is to be carefully hand-packed? In travelling up and down the road, I have never seen any hand-packing on the edges of the embankments.
2424. I think you said that you could not give an opinion in regard to the masonry? Yes, I said so.
2425. The specification provides that all the roots and stumps on the line of road are to be eradicated, and that the holes left are to be filled up with gravel—has that been done? No stumps have been eradicated, except for the width that I have already spoken of.
2426. With regard to the width of the cuttings, are they thirty feet wide, as required by the specification? That I cannot say. It would require careful calculation and measurement to decide this, whereas I have only noticed them as I rode over the road, and measured them with my eye.
2427. You have spoken of the pipe-clay that was laid on one part of the road—do you know that the late Commissioner of Roads condemned this pipe-clay or bad gravel? Yes, I do.
2428. And was it afterwards passed by the present Commissioner of Roads? Mr. Bayley stated to me that it was so. He told me that Mr. Collett passed it, and that his objection was not taken notice of.
2429. Mr. Bayley objected to it? He did.
2430. And yet it was passed by Mr. Collett? Yes; so Mr. Bayley told me.
2431. How long was that ago? I cannot exactly say; but it was immediately subsequent to Mr. Bennett's leaving the Colony. This, however, I am not very clear about, though I think that by inquiry, it will be found that I am correct in saying so.
2432. Is that part of the road being now re-made, or undergoing repair? No; I saw nothing being done there, except a little trifling repairs. There is some more pitching being done immediately below it, towards Murrurundi.
2433. *By Mr. Hoskins:* You stated, in reply to Mr. Dick, that you were asked to contribute to this testimonial, and that you said emphatically that it was of no use for them to ask you; may I inquire why you stated that it was of no use? I have my own opinions about matters of this kind. When persons are in the receipt of a good salary, and when they only do the duty for which they are well paid by the country, I see no possible occasion for getting up testimonials; neither am I favourable to getting up dinners to persons who can well afford to pay for them out of their own pockets; I would much rather give a dinner to somebody who wanted one, and could not afford to pay for it. Besides, I did not think Mr. Collett entitled to a testimonial; that was the main reason.
2434. Will you state why you did not consider him entitled to a testimonial? I have already stated the reason. That he was not sufficiently strict with the contractors, and the other persons who were under him.
2435. I am not quite clear about these excavations. You have read the specification in regard to them, and now can you tell me whether you believe that there is any portion of them 24 feet wide? I have stepped it at several points, and I have made it about 13 feet. In no portion is it 24 feet wide.
2436. Then in no part is the width of the cutting more than 13 feet? I am speaking of the metalled portion of the road; that is what I understand when I speak of the roadway. When the metal is laid, it is packed on each side with large stones to keep it up, so that there is a portion on each side—say about six inches—exposed and with no metal on. Taking from one edge of this exposed surface to the other, I reckon it to be only 13 feet wide.
2437. But, from the water-table on one side of the road to that on the opposite side, what should you say was the width? There is a clear space on each side, from the packing at the edge of the metal to the water-table, of, I should think, about 2 feet; so that there would be a width of 18 feet from one water-table to the other.
2438. You are sure there are not 24 feet? Well, possibly it may be 20 feet across, but certainly it is not more.
2439. In no portion of the road? At what we call the big cutting it is wider than that.
2440. That you consider a better width? Yes; it struck me as being a good width.
2441. It did not strike you as being too narrow? No, not at all. It is wider there than at any other place.
2442. What is the average height of the embankments? I cannot say.
2443. Is there room for two bullock drays to pass each other comfortably on the road? I think not; and that is the main reason that I consider the roads to be so objectionable.
2444. And the effect of two bullock teams meeting on these embankments would be, that one would be crowded off, and would be tumbled down over the embankment into the gully below? I apprehend very great difficulty in the case of teams passing each other. Unless the bullocks are exceedingly tractable, accidents are sure to occur.
2445. If a bullock team is crowded off this embankment, what depth would it fall before it reached the bottom? I do not so much apprehend any difficulty about this embankment; but, in other places, there would be very great difficulty for two teams to pass each other. I noticed, as I was coming down by the mail, that as we came up the bullock drays were forced to pull off the metalled road to let us pass, and the moment they did so their drays sank in the soft shale that composes the road. In no portion is there room for two vehicles to pass each other on the metalled roadway.

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2446. And in consequence of the drays being forced to turn off the metalled road, the water-tables and drains are completely cut up and destroyed? Yes.

2447. Then, of course, in the construction of the roadway, the terms of the specification have not been complied with, since it should have been 30 feet wide in some places and 24 feet in others? That can be easily ascertained by actual measurement; but I am sure that they are not that width. To shew how narrow the road is, I noticed, at that very spot to which Mr. Martindale drew my attention, a little episode which I may perhaps be permitted to mention to the Committee:—Whilst I was passing, a bullock driver had got possession of the centre of the road with his dray, when a horse team came along the road, and finding it impossible to pass, the driver asked the other men to draw off a bit. After a good deal of strong language had been used on both sides, the driver of the horse team asked the other man to draw his leading bullocks off the road a bit, so that he might have a chance of passing. The bullock driver consented; but the moment he turned his bullocks off the metalled road they went up to their bellies in the soft shale at the road side. This brought on another storm of words, and the men were very nearly coming to fisticuffs as I passed on. But it is not here only, for the roads are not sufficiently wide through the whole district.

2448. But if they had been 24 feet wide, that would have been amply sufficient to have allowed two teams to pass each other? Yes, amply.

2449. That width of roadway has not been provided? No; and what I call the roadway is the metalled portion of the road; that is what I would wish to be understood as referring to, when I speak of the roadway.

2450. The roadway, you say, is wider at this big cutting? Yes, it has that appearance; but they have not finished it yet. I observed them at work cutting out from it when I last passed—a week ago.

2451. Do you know that a good portion of this roadway is not cut out of the solid ground, but that it is made ground? Yes; a great deal of it is made ground—made from the material pitched over from the cuttings.

2452. You have told the Committee your opinion of Mr. Collett in a very plain and outspoken manner, therefore I may perhaps be permitted to ask you whether it has not been a common topic of conversation, and a common cause of astonishment, that Mr. Collett should have, in so short a time, acquired so large an amount of property in the Northern District? I must say that it has.

2453. Is he not considered to be one of the largest land owners in Singleton? I do not know; but I remember seeing a report of a meeting held in Singleton some time back, when they were thinking of having a municipality there. Mr. Collett was present at that meeting, and is reported to have said, that he was favourable to the object of the meeting, though he would be the most heavily taxed of anyone present.

2454. Can you give us any idea of the amount of money laid out in contracts in Murrurundi during the last three or four years? No; I only took an interest in the larger works—the bridge, the Liverpool Range, and the Doughboy Diversion; but there have been a very large number of small contracts that I have scarcely noticed.

2455. Do you know the road between Warland's Ranges and Murrurundi? I do.

2456. Do you know what has been expended there? I have heard Mr. Collett express an opinion about that road; but it was not done by contract work.

2457. What was done there? They gravelled the whole road over the range, a distance of about three or four miles.

2458. Do you know what amount has been expended over this work? I have heard that it cost £4,000 or £5,000; but of course I do not speak with any authority on this point.

2459. Can you say whether that amount has been judiciously expended? No; I do not. It cost too much in the first place, and in the next place, a much better piece of road could have been made for the money. Now, it is very much too narrow—the common complaint with all our roads. However, all these particulars could be got at by returns from the office of the Commissioner for Roads.

2460. Did Mr. Quodling ever tell you that he could not continue to perform his duties with satisfaction to himself at the Doughboy Diversion, because of the very unsatisfactory way in which Mr. Martindale was carrying out the work? He told me that the unsatisfactory way in which Mr. Martindale carried out his contract had led to a great deal of unpleasantness; that he had made certain representations to Mr. Collett, in regard to the work, and yet that Mr. Collett had passed it.

2461. He told you that he had represented the matter to Mr. Collett? Yes, and that Mr. Collett had entirely disregarded his representations.

2462. Did he make any other statement to you? Yes, he made many similar complaints.

2463. Did he state upon another occasion that his objections had been explained away, personally, to Mr. Collett, by Mr. Martindale? He did.

2464. Did you ever hear the contractor, Mr. Martindale, make any personal explanation in your presence, in reference to Mr. Quodling's objection to his manner of carrying on his contract? No.

2465. I think you said that Mr. Martindale is performing another contract on another portion of the Liverpool Range? Yes, that is recently.

2466. What is the nature of it? He is pitching a piece of road; and on this matter I was surprised that it was not taken up by Mr. Williams, for the public were driven off the road for nearly two months. Trees were put across the road to prevent the traffic coming on it, and there it was left for two months, whilst Mr. Martindale was away performing a contract upon New England, somewhere.

2467. Whereabouts is this piece of road? About two miles from his other contract; on the top of the range.

2468.

2468. Do you know if Mr. Collett authorized these works to be carried out? I cannot say.
2469. What is the extent of the contract? The length?
2470. Yes; what distance does it extend? About 100 yards.
2471. Was it let by public tender? No; I never heard of any tender having been called for.
2472. Who designed or laid out the old road over the Liverpool Range? The first pioneers of that part of the country. They went over that line when they first penetrated into the country beyond the range, and it has been in use ever since.
2473. Do you know the improved road that has been made by the side of Murrurundi, and to the right of the new line? That is the old line of road I speak of.
2474. I do not mean the original Doughboy Road? There are only two roads going up the range; one is the old line, made by the first settlers who crossed the range, and which has been in existence for the last thirty-five years; the other is of recent date, having been made within these last few years, and has the name of Bennett's piece of road.
2475. Has not a good deal of money been laid out upon the old road? Yes, a good deal.
2476. How long ago? It must have been some time back, because the Bench at Murrurundi had the laying of it out. Afterwards, however, some of the money was spent under Mr. Collett's superintendence.
2477. About how long was it? Perhaps about five or six years ago.
2478. Was there not money laid out there so recently as three or four years ago? Yes, I think it was about that time that some money was laid out upon that range. I recollect having some conversation with Mr. Collett upon the subject, and at that time he and I seemed to be very much of one opinion, and that was, that it was a pity to take up the new line after so much money had been spent upon the old one, and when such a small additional sum would put it in good order.
2479. Did he say how much was expended on the old line? I do not remember whether he said how much, but most probably he did. I cannot now call the amount to mind, but it could not have been less than £1,000. I think, however, that it must have been more than that. The Murrurundi Bench expended £400, and with the money placed at Mr. Collett's disposal there must have been quite £1,500 spent there from first to last. I think it was a pity that the new line was carried out at all, for even if the old line had been made and metalled, it would not have cost more than the new one, and would have been a better road.*
2480. Did Mr. Collett ever visit the works at the time when the German was filling up the dray rucks with large stones in the way you have described? No; I never heard of his doing so.
2481. You have never heard that Mr. Quodling was addicted to intemperance? No, I never heard anything at all said against Mr. Quodling, and never knew that there was even the shadow of a suspicion cast upon him on the point of intemperance, and I was therefore very much surprised when Mr. Dick put such a question to me as he did.
2482. With reference to the persons named Hill that have been spoken about—what appointments were given to them? He first went down to Shoalhaven, to collect specimens of wood for transmission to England for the Great Exhibition; since then I believe he has got an appointment either on the Southern or Western Road; but I may say about Mr. Hill, that we never had a road overseer like him in the district, either before or since.
2483. As a competent overseer? Yes, of course that is what I mean.
2484. Do you think, as a general rule, that it is the custom in the Roads Department to place in the situation of road overseers persons who have had no experience whatever in road-making? I think that since Mr. Hill has left we have never had a thoroughly experienced road overseer appointed in our district.
2485. Do you know who appoints these road overseers? I have always understood that Mr. Collett has the appointment. Mr. Hannington told me he received his appointment from Collett, so that I presume the others would do so also.
2486. Do you know the nature and extent of Greer's contract on the road near the Willow Tree? Mr. Martindale has that contract, and sub-lets it to Greer.
2487. Mr. Greer has a contract at Merriwa? Yes; but that also he takes from Mr. Martindale, who is the contractor with the Government.
2488. What is the nature of the work that Mr. Greer is executing at the Willow Tree? There is a stony hill there, and they are quarrying and blasting in order to make a road up the hill.
2489. Is it an extensive work? Yes, passably so.
2490. How many men does he keep employed there? About six or eight.
2491. Was that contract let to Mr. Martindale by tender? I cannot say.
2492. How many yards of the Doughboy Creek do you think have been filled up by the earth tilted into it from the cuttings? I should say that there cannot be less than 60 or 80 yards filled up in this way.
2493. And you say that no person is at present employed to cut a new channel for the water? I saw no evidence of it when I last passed there. I looked down as I rode along, but saw nothing doing, whereas if there had been I must have seen it.
2494. Do you know the price that Greer is getting for his work from Mr. Martindale? I do not.
2495. You cannot say then, whether it at all approaches the amount that Mr. Martindale himself receives from the Government? No, I cannot.

2496.

* NOTE (on revision):—I stated that half of the money spent on the new line would have made a good road of the old, although the gradient would not have been so easy.

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2496. *By Mr. T. Garrett*: In the first part of your evidence you related a conversation that had taken place between you and Mr. Martindale whilst on the road, in which conversation the name of Mr. Miller was introduced? I did.

2497. And Mr. Martindale said then, that Mr. Collett and Mr. Miller understood each other? Yes, that was what Mr. Martindale said.

2498. In another part of your evidence, in speaking of the testimonial that was being got up by the contractors, you used the words "I think he deserved it at their hands"? I did.

2499. What did you mean by that? I meant what I have stated more than once in the course of this examination, that Mr. Collett was not sufficiently strict with the contractors, in making them carry out their works in accordance with their contracts. He allowed the work to be done in the most slovenly manner; whilst there was neither the quantity of work or of material that the Government ought to have had for the money they paid for it. It was for this reason—for the favouritism shewn them—that I made the remark that he deserved the testimonial at their hands.

2500. Do you wish the Committee to believe that this conduct of Mr. Collett arose from his inefficiency as an officer, or from some other and more discreditable notice on his part? It arose from either the one or the other.

2501. But from which? Why, either would be equally fatal to Mr. Collett's character as a public officer.

2502. Which do you think it is? I have already fully explained my view—that, taking the conversation of Mr. Martindale in reference to Mr. Miller, in conjunction with the favouritism shewn to himself, and the memorandum said to be in Mr. Collett's handwriting, I could only come to the conclusion that some more discreditable motive than mere inefficiency was at the bottom of Mr. Collett's conduct.

2503. You are not in the possession of any facts by which to fix him with this charge? I am not.

2504. Then you refer his conduct either to a want of knowledge of the duties of his office, or to corruption? Yes; to one or the other. But then, from the facts of the conversation, in conjunction with the loose way in which Mr. Martindale in particular is allowed to perform his contracts, and this letter that has been produced, I am afraid that there is some truth in the report current, that Mr. Collett gets a per centage on Mr. Martindale's contracts.

2505. What grounds have you for this belief? I have just stated them—that these facts, together with this letter, are such, that the inference I draw from them is not an unfair one.

2506. But leaving out these, have you any other grounds of suspicion? I have no other source from which to obtain such grounds, unless indeed Mr. Bayley was examined. He appears to me to be the only person who is at all likely to throw any light upon the matter. Here is the fact before us, that Mr. Collett goes out of his way as a public officer, to put a contract into Mr. Martindale's hands. Surely there are grounds of suspicion in this very fact.

2507. Mr. Martindale got a contract for £6,300? Yes.

2508. And extra work being required, the amount was increased to £7,000. That is exactly the case.

2509. And you think that is corruption in Mr. Collett? No, not what you have stated; but the corruption lies in this—that a letter is written in Mr. Collett's own handwriting, as proved by Mr. Bayley's memorandum, recommending Mr. Martindale to apply for this extra work at a particular price, and that this application should have to be sent in to Mr. Collett for his approval.

2510. But Mr. Martindale having the contract for the original work, would be likely to have the preference for the extra work? That may be; but when we find a public officer in Mr. Collett's position going out of his way for any contractor, it was not by any means an unfair inference to draw, to say that he had some interest in so doing.

2511. Do you know the circumstances which led to this memorandum being put on the back of the letter by Mr. Bayley? I do not.

2512. Have you noticed the date of the paper? No, only that I see it is dated some time ago.

2513. Is it not usual—supposing that extra work is found necessary, in order to finish a contract in a proper way—is it unusual to give such additional work to the person holding the contract, at a fixed price? I fancy that if additional works were required, the proper way would be to let the matter go through the regular official form, instead of the head of the department going out of his way to write to the contractor, telling him for what amount to tender for the work.

2514. Do you not know that it is necessary for the officers of the department to examine the works as they are in course of progress, and that upon such examination, other work not specified in the contract is often found necessary? If Mr. Collett examined the works, and so found other works necessary, he must have done so before he left Sydney, for this letter was written before he arrived at Murrurundi to inspect the line; but if it were done after inspection, why could it not have been done regularly? His clerk might have written the letter from the office of the department in the usual way, and then an application could have gone in; instead of which, Mr. Collett writes to Mr. Bayley, and Mr. Bayley sends a copy of the letter to Mr. Collett.

2515. As a matter of fact, I believe there are extra works required beyond those in the original contract? There are.

2516. Supposing them to be required, would the works be complete without them? That I am not prepared to say; but this is a fair inference to draw—that when plans and specifications are drawn out it is to be assumed that if the officer is efficient they will contain in them all that is necessary for the work; and then this further work coming on the top of them

them gives rise to the idea, either that there is inefficiency or something worse; but it has always been a matter of surprise to me that there never is anything reliable in the plans and specifications, for they are always exceeded when the work comes to be executed.

2517. It is usual then, to exceed the original contract? It seems so.

2518. *By the Chairman:* Do you know one Henry Howard, of Lochinvar? I do not.

2519. There was a question put to you by Mr. Dick, which seemed to imply that you had come here to give evidence in consequence of some collusion between you and other parties. May I ask you what your motive was in coming before this Committee—was it solely from a regard for the public interest, or was it with a desire to injure or denounce anyone? It certainly was not with the latter object.

2520. Have you come expressly to give evidence in favour of Mr. Quodling, or expressly to make out a charge against Mr. Collett? I never had the slightest idea of anything of the kind. It is my regard for the public interest that has alone induced me to come forward in a matter that cannot be anything but exceedingly unpleasant.

2521. And that is your only object? That I am satisfied is the only object I have in view. I have long felt that there was something radically wrong in the management of the Roads Department, and, as I before said, if I had remained in the Assembly I should have brought the matter forward, and have obtained a Committee of inquiry to see into the general management of the roads.

2522. You never had any quarrel with Mr. Collett? Not at all; on the contrary, we have always been on the best terms together.

2523. And you owe him no ill-will? Not the slightest.

2524. Nor are you particularly inclined to favour Mr. Quodling? I am not; I only desire fairly to speak the truth as to what I know.

2525. *By Mr. Garrett:* With regard to the £700 contract of Mr. Martindale on the Liverpool Range, are you aware whether that was let without tender? I believe it was.

2526. But you think the extra work was necessary? Mr. Martindale told me the extra work was necessary, as that specified in the contract was not sufficient to complete the road as it should be.

2527. Do you know if this mode of letting without calling for public tenders is contrary to the rules laid down by the Department for managing the roads? I do not.

2528. Do you know what their rule is? I do not.

2529. Who were the parties who originated the testimonial that you have referred to? There were three of them—Mr. Martindale, Mr. Greer, and Mr. Clements.

2530. Mr. Martindale was a contractor at that time? He had just completed his Liverpool Range contract at that time, for £2,200, or something of that sort, and Mr. Collett was coming up to inspect it.

2531. Was Mr. Clements also a contractor? Yes; he told me that he had contracts, previous to this, to be approved of by Mr. Collett at this visit.

2532. Greer also was a contractor? He was.

2533. On his own account, or only under Mr. Martindale? I believe he had a contract on his own account.

2534. Do you know, of your own knowledge, whether all these three parties who had made themselves active over the testimonial obtained works without contract afterwards? I do not know of my own knowledge, but I know that it was subsequently talked about in the district, and was said that they did so.

2535. Do you know the amount that was subscribed to this testimonial? I do not.

2536. Do you know the amount that these three persons subscribed? No, though I heard that Mr. Martindale had subscribed £5. I cannot say whether this is the case or not; but I was informed that the list was headed with his name for £5.

2537. I believe that you object to testimonials on principle? To that description of testimonial.

2538. You object to testimonials to public officers? I object to giving them to public officers who are paid good salaries for what they do; but when the public officer does not do his duty to the extent that one has a right to expect from a person in his position, I most certainly object to any testimonial being given.

2539. You think then, that Mr. Collett did not do his duty? I do.

2540. In what? In not keeping the parties to a strict performance of their contracts. It may be that he has too much of the milk of human kindness in his composition, and may not like to refuse favours that are asked of him. There are some persons who cannot say "No"; but they are not the men to fill such situations as Mr. Collett holds.

2541. You have spoken of the property that Mr. Collett possessed—do you know what Mr. Collett came into possession of, prior to his entering into the Government service? I do not.

2542. Do you know what his position was, as regarded finances? Not from my own private knowledge; but it was patent to the public what his position was.

2543. How long has he been in the Government service? I do not know.

2544. Nor what he had when he entered it? No.

2545. He may have had pecuniary means that you knew nothing about? He may.

2546. With regard to the bridge to which Mr. Clements was making some repairs, near the Doughboy Hollow, is that standing yet? It is.

2547. How long is it since it was erected? Possibly about four years.

2548. It could not then have been so very badly constructed? But I must qualify this by saying that, though it is standing, it is not standing as a bridge, for it has been silted up, and the water, instead of passing under it, breaks over the roadway. It has been metalled twice; but owing to the large body of water that breaks over the roadway, the metal is carried away with the first heavy rain. It is not, therefore, as a bridge that it stands, but rather as a miniature waterfall.

- A. Loder, Esq., J.P.
10 Dec., 1861.
2549. Would a wooden bridge of the same dimensions have stood? Yes; because there would have been a passage for the water under it. I suppose that the span is not above four or five feet; and the large quantity of silt that is washed down from the mountains by the heavy rains has choked up the small openings left between the stones, and so forced the water over the roadway.
2550. Did you ever take notice of the depth and thickness of the pitching on the roads? I have; I have remarked it frequently.
2551. Do you know the thickness at which it ought to be laid by contract? I do not. I know that the metalling has to be nine inches at the centre.
2552. I am speaking of the pitching? The way they do the pitching is by putting the smaller stones at the edge of the roadway, and the larger ones at the centre, gradually increasing them in size so as to form a convex surface.
2553. You cannot say that the pitching is not nine inches thick at the centre? I think it is the broken metal you refer to, and that is not nine inches in the centre, or anything like it.
2554. I allude to the pitching, which the specifications declare shall be nine inches thick in the centre—is that so? It may be.
2555. Have you been asked any questions as yet in regard to the pitching? No; I have not, as I remember.
2556. Now with regard to the metalling: Suppose that there be nine inches of pitching, three inches of broken metal, and two and a half inches of binding; would not these together be more than equal to nine inches of broken metal? No, certainly not; especially if the metal were put on at two different times, as provided for in the contract.
2557. With regard to the spreading of the shale that you noticed at one place, was it laid down upon the bare earth, or on the foundation of the road—on the natural soil, or on the rock or pitching of the road? It was laid down on the pitched road.
2558. You have only known Mr. Quodling for two months? It is about two months ago since I was introduced to him.
2559. Have you had an opportunity during that time of knowing his character for efficiency as a public officer? I have had opportunities of seeing him up and down the road for a much longer time than that. Besides that, I have heard the objections he has made to the construction of the road, and these give me the idea that he must be an efficient officer, or he would not have found them out.
2560. Have you yourself heard him making these objections? I have.
2561. Have you ever heard him, in any public place, denounce the way in which the works have been carried on by the contractor? I have heard him state that they were not carried on as they should be, in the private room of an inn, if that may be regarded as a public place.
2562. Who was present? Myself and Captain Scott.
2563. That was when you were introduced to him? No; but that was the first time that I knew that there was any difference made between Mr. Martindale and other contractors.
2564. Was that when the voucher was produced? It was.
2565. Did he complain of payments having been made to the contractor before the voucher had been sent back to the Department? He complained both of the money having been paid, and of the remark that had been made on the voucher.
2566. He shewed it to you? Yes.
2567. At that time? He did.
2568. Do you think that the remarks made were either offensive or improper? He might have considered them so; because I think that he had good grounds for complaint of Mr. Collett, for his having taken up the cudgels on behalf of the contractor as against his own overseer.
2569. Do you regard this memorandum as taking part with the contractor against Mr. Quodling? I do, most assuredly.
2570. Do you draw that inference solely from the remarks upon the document, which were solely to the effect that Mr. Quodling should not have made his remarks in ink, and which did not in any way go into the merits of the question between him and the contractor? Yes, I believe that was the purport of the memorandum.
2571. Then do you draw your inference from the memorandum itself, or from what Mr. Quodling said to you at the time? From both.
2572. As regards the copies of the specifications, do you not know that copies are always sent to the Benches nearest to where the work contracted for is situated? I do not. I have already explained that when I visit the Court House the Bench duties occupy my whole time. I have a distance of 16 miles to ride from my place to Murrurundi, and I have not much time to give to other matters than the Bench business.
2573. There has been some statement with regard to Mr. Hannington having come down the country with Mr. Collett? Yes, I understood that he had come down with Mr. Collett.
2574. How did you hear this? The week before last—since this inquiry has been commenced. When I was coming down on the mail, the contractor, who drives the coach himself, told me that Mr. Hannington and Mr. Collett had gone down the country. He also said, that whatever might be the result of this inquiry, it would at all events do some good, because he had never seen the officers of the department so active as they had been for the last few weeks.
2575. Did he say that Mr. Collett and Mr. Hannington were travelling in company? No; only that they had gone down the country.
2576. *By Mr. Lucas:* Have you heard that the overseers on the northern line of road were horsed by the contractors? I have heard it said that it was a pity Mr. Brown allowed himself to be under a compliment to the contractor, by having their horse to ride upon.

WEDNESDAY, 11 DECEMBER, 1861.

Present:—

Mr. ARNOLD,
Mr. DANGAR,
Mr. DALGLEISH,
Mr. DICK,

Mr. T. GARRETT,
Mr. HOSKINS,
Mr. LUCAS,
Mr. MARKHAM.

WILLIAM FORSTER, Esq., IN THE CHAIR.

The Commissioner of Roads present in the room.

Mr. Robert Quodling called in and further examined:—

2577. *By Mr. Dick:* At your last examination you stated that you could not furnish certain information because you had not your books? Mr. Chairman, before I answer any of Mr. Dick's questions, I want to explain to you, I rather inadvertently the other day made use of an expression; I said I believed Mr. Dick was paid to confuse me in this inquiry, and I would like to explain how I arrived at that conclusion. (*After some conversation on this point, the witness proceeded.*) My reason for using the expression I did, stating that I believed him to be paid, was founded on a conversation he had with me, when he asked me to show him my documents and hand over my case to him. Mr. Robert Quodling.
11 Dec., 1861.
2578. *By the Chairman:* Where at? At Pochlman's Café, in George-street; he wanted to go through my documents and take the case over, as a private friend and solicitor.
2579. What did you understand by this offer? Those were the words; I did not hand him over the documents because I heard —
2580. Have you had any further communication with Mr. Dick? No.
2581. Is Mr. Dick a private friend of yours? I do not know that he is.
2582. *By Mr. Dalgleish:* Had Mr. Dick and you been on terms of intimacy previously? Yes.
2583. *By the Chairman:* Is that all your statement? That is all.
2584. *By Mr. Dick:* Was this conversation with me before the motion was brought forward in the House? It was after the Committee was granted.
2585. Did you call at my office the next day? I do not recollect; I did call at your office.
2586. Did you call at my office the next day after the conversation you speak of? I think not.
2587. When then? I saw you twice, and you spoke about it at two different times.
2588. You stated you could not give me some information the last time you were examined because you had not your books—have you those books now? I do not know what information you require.
2589. Do you not recollect the questions I asked you last time? No; I do not recollect them.
2590. You stated that you could inform us of the last day you saw Mr. Hannington? The last time I saw him was when I was on my road to Sydney.
2591. What date was that? I cannot remember the date.
2592. I think I understood you to say that the last time you measured the works was on the 11th September? My last report about the works —
2593. I do not ask for the date of your last report about the works—I ask what was the last day you measured the works? November 5th is the date of my last return. That is compiled from Mr. Hannington's return. I can scarcely recollect what I did say to Mr. Dick on the last day I was examined; but when I read over my evidence, if there are any errors as to dates, I suppose I am at liberty to be re-examined to explain them.
2594. Can you tell the Committee on what day you last measured the works? I do not recollect the last day.
2595. Did you make any entry of it? I cannot tell you the date.
2596. Did you make any entry of it? I cannot tell you the date.
2597. My question is, did you make any entry of it? Where?
2598. Did you make any entry of it? I have made an entry of it.
2599. In what book? I am not in a position at present to tell you.
2600. Do you mean to say you do not know in which book it is? I cannot give you the information now.
2601. Do you mean to say you do not know in which book it is? I do not know at the present time.
2602. Have you a journal with you? I have several books with me.
2603. Tell the Committee where you were on the 11th September? I am not certain whether I was in Murrurundi or on the Doughboy works. I think that is the date of Mr. Collett's arrival there—I would not be certain.
2604. Were you in charge of Doughboy works at that time? I was.
2605. How did you measure the works? I was not asked to measure them that day.
2606. I ask how you measured the works about that time? In the ordinary way.
2607. Who was with you? Mr. Donaldson was with me.
2608. Who is he? The contractor's agent.
2609. Did you measure them with a tape? Yes, a portion of them; a great portion I took off from the drawings.
2610. Did he hold the tape? No, one of the workmen held the tape.
2611. Is it usual to measure works in that way with the contractor's men? Yes.

- Mr. Robert Quodling.
- 11 Dec., 1861.
2612. Do you not think that practice might lead to great abuse? No, I do not think it would. It is usual in all cases.
2613. You mean in all cases where you have superintended? Where the contractor is absent from his work for ten weeks, of course you cannot expect him to be there to hold the tape.
2614. Is it not usual to have a man employed by the Government to hold the tape? No, I never knew an instance in all the railways I have been on.
2615. What railways have you been on? On the Parramatta and Liverpool, the Liverpool and Campbelltown, Parramatta to Blacktown—those three lines.
2616. When you measured the works there, did you always measure with the contractor's foreman? I was then employed for the contractor.
2617. What amount of earth-work did you measure the last time you measured the works? I have not the measurements of the earth-work; I have some measurements that Mr. Hannington made with the contractor's agent? I have not them with me.
2618. I thought you said Mr. Hannington was unable to measure? He booked with the contractor's agent.
2619. Was he able to measure the work himself? No.
2620. What did you mean by saying they were his measurements? I have the return forwarded from him to me.
2621. Have you the book that you were asked to bring when you were before the Committee the other day, shewing the measurements of the earth-work? I do not recollect it.
2622. Did you come to this Committee with the intention of giving all the information you could? Yes.
2623. Did you expect to be examined with reference to all these matters? I expected to be examined with reference to my letter.
2624. Generally, with reference to the Northern Roads? With reference to the works I was on.
2625. Why did you not bring this book with reference to the earth-work? Because I placed no reliance on that statement.
2626. You placed no reliance on your own book? Not on the measurements Mr. Hannington has taken; I have taken off all the quantities from the sections.
2627. Do I understand you to say that you placed no reliance on your own book? No, on Mr. Hannington's measurements I place no reliance. All measurements can be taken off from the sections and from the drawings.
2628. Can the measurements of what work has been done be taken off the sections? Yes.
2629. That is supposing it to be properly done according to contract? Yes.
2630. Not supposing it is deficient a certain quantity? Then, of course, you must deduct the deficiency.
2631. You would have to measure the deficiency in order to deduct it? Not in all cases, because you can take the distances between the pegs; the line is all pegged out, and every chain is numbered.
2632. Did it always happen that the deficiency occurred between two exact points? Every chain on the line was numbered; I could tell the mileage at any particular point.
2633. Do I understand that any deficiency in the work always commenced at one peg and ended at another? Not at all times; it might be 12 or 20 feet from either of the pegs.
2634. You measured from the pegs? Yes.
2635. In order to get at it, unless it comes from two known points, it is necessary to measure the deficiency? It is necessary if you cannot get a starting point.
2636. Was there not an error of five feet in laying out the north approach to the bridge? To what bridge?
2637. The last bridge? Not to my knowledge. I can soon tell you. Do you know the name of the bridge?
2638. No, I do not know the name of the bridge? Then I cannot tell you.
2639. The last bridge that was erected nearest the Willow Tree? No, I do not know of any errors in any of the setting out of the bridges.
2640. Had you the earth-work under your charge in that bridge—especially under your charge? I had a portion of the earth-work under my charge. I know the piece of work Mr. Collett alludes to; it is a piece of work I condemned, and refused to pay the contractor for.
2641. Will you answer the question? I want to explain.
2642. You will have every opportunity of explaining; answer the question first. Had you the earth-work in that bridge specially under your charge? I stated before, I had the earth-work for a certain period.
2643. Did Mr. Collett discover any error? Mr. Collett never discovered any error; any errors that were made were pointed out to Mr. Collett.
2644. If Mr. Collett did not discover the error he did not reprimand you for it? He did not reprimand me at all for it.
2645. Do you know a work called the big cutting? I have seen it.
2646. Was that under your charge? It was, for a time; but that was commenced by the contractor without any order from Mr. Bayley or myself. He had a private note that he shewed to Mr. Bayley; and he also shewed the same letter to me, with reference to that big cutting. Mr. Collett was in the habit of writing private letters to the contractor with reference to the works. That letter was shewn to me. He turned down a portion, and did not let us see the rest.
2647. What was the letter about? Directing Mr. Martindale to commence the works.
2648. Why do you call it a private letter—did it come from the department? It was a private letter from Mr. Collett.

2649. Did it appear to come from the Department of Works? No; I say it was a private letter. Mr. Robert Quodling.
2650. Had it no official appearance about it? It had no official appearance about it. In fact he would not shew me the letter; he only shewed me a few lines, and turned down the other portion. 11 Dec., 1861.
2651. How then do you know it did not bear any official appearance? I know it did not. Of course if it bore any official appearance he would not have objected to let me read the whole letter.
2652. Do you know whether Mr. Martindale had made any complaint that Mr. Bayley would not allow him to begin the last cutting at Doughboy? Mr. Bayley said he had received no orders from Mr. Collett to commence it.
2653. Did he state this in your presence? Yes.
2654. To whom? To Mr. Martindale.
2655. What did Mr. Bayley say? Mr. Bayley refused to measure up the work, and I refused to measure up the work at this particular time.
2656. I am now asking you what he said about beginning the big cutting? He said he had received this letter.
2657. *By Mr. Hoskins*: Who said? Mr. Martindale said so; and he turned down the portion with reference to the cutting. I recognized the hand of Mr. Collett, stating he was to commence the work; and no official intimation had been sent to either Mr. Bayley or myself with reference to it.
2658. *By Mr. Dick*: About what time was this? I could not give the exact date; I think it was in February; I believe it to have been in February.
2659. You took charge of the works in February? Yes, I believe that was the date I took charge.
2660. Do you know whether Mr. Martindale made any complaint of Mr. Bayley not allowing him to begin the large cuttings? I do not know whether Mr. Martindale ever did make any complaint. I heard Mr. Martindale ask Mr. Bayley to measure these big cuttings, and Mr. Bayley said he had received no orders; there was no arrangement made as to the price of the works, and Mr. Bayley had no official information.
2661. How do you know that? He stated that in my presence. Mr. Bayley is coming down, and of course his evidence can be taken.
2662. Look at this letter, dated 18 February; just read that to the Committee? (*The witness read the letter referred to. Vide Appendix A.*) Well, Mr. Bayley had received no instructions about this.
2663. You may as well read the notes upon it? (*Witness read the same.*) I think that has been written since this inquiry. It might not be.
2664. You state you think that memo. in red ink has been written later than the other? I did not state that.
2665. What did you state? I said I thought this memo. had been written since the inquiry.
2666. Not the red ink? I do not know about the red ink.
2667. Which part do you believe has been written since this inquiry? Mr. Collett's note upon it.
2668. Why do you believe it—for what reason?
- [*The question being objected to, witness directed to withdraw. The Chairman ruled the question in order. Witness recalled.*]
2669. Why do you believe that memo. was written after this inquiry began? I think so, from the way that is written there. There is a great deal of difference in the ink; if you notice, "61-21" is very different to this memo.
2670. You believe so, from the appearance of the document? I believe so, from its appearance.
2671. *By Mr. Arnold*: Is your belief that this was written after this inquiry began—is your belief in that statement as strong as it is in any other statement you have made? From the appearance of that document, I think it was.
2672. You have the same faith in this belief of yours as in any other statement you have made?
- [*The question being objected to, witness directed to withdraw. Committee deliberated. Mr. Forster resigned the Chair. Mr. T. Garrett called to the Chair. The Chairman ruled the question in order. Witness recalled.*]
2673. I asked whether your belief that this minute of Mr. Collett's was written since this investigation began, and not at the time it purports to be written, is as strong as your belief in the other statements you have made during this inquiry? I decline answering the question.
2674. *By Mr. Dick*: In reference to this big cutting, where is the work called the big cutting? It is on the Doughboy Diversion.
2675. Were the levels right on the big cutting? Yes, it was carried out according to section.
2676. Were the levels altered by Mr. Collett—did he correct them? No.
2677. Who laid out the sections of the Doughboy Diversion? I believe one of the draftsmen in the office. Mr. Collett did not lay them out.
2678. I am not asking who did not lay them out. Do you know who did lay them out? I believe Mr. Debenham surveyed the line.
2679. Have you seen Messrs. Bennett and Wells' plan of the line? What line.
2680. This Doughboy Diversion? Yes, I have seen it.

Mr. Robert Quodling. 2681. Do you know whether Mr. Collett made any alterations in the bridges? Mr. Collett abandoned the first line laid out—at least the line laid out by Mr. Wells—and took this line of Mr. Debenham's at a certain point on the works.

11 Dec., 1861.

2682. Do you know whether Messrs. Bennett and Wells' line was objectionable on account of there being so many curves? I had the drawings here the other day; I have not got them with me at the present time.

2683. Did not the Chairman, Mr. Forster, at the previous meeting, ask you to bring all the papers relating to this inquiry? I do not recollect. At any rate I have had them here several times.

2684. Have you a good memory? Yes, very good.

2685. You can recollect matters that took place six months ago? Yes, perfectly.

2686. Or twelve months ago? I do not know about that.

2687. How is it you cannot recollect what took place last week in this Committee? I had the documents here before.

2688. I ask you how it is that you cannot recollect what took place last week in this Committee? I do recollect what took place.

2689. Do you recollect the Chairman asking you to bring all the papers? I believe he told me to bring the papers—not any particular papers.

2690. Why did you not bring all the papers here to-day? I have not got them with me.

2691. Why have you not got them with you? I would have brought them if I had thought of it; if I had thought I would have been asked these questions I would have brought them with me. I could bring them at any other time.

[Witness directed to withdraw. Committee deliberated. Witness recalled.]

2692. *By the Chairman*: Have you in Sydney the plan alluded to? Yes.

2693. Have you any objection to produce it to-morrow morning? Not the slightest.

2694. Messrs. Bennett and Wells' plan of the Doughboy Diversion? Yes, both their names are marked on the plan.

2695. You can produce that to-morrow morning? Yes.

2696. *By Mr. Dick*: Have you any other papers in Sydney that relate to this investigation? Yes, I have papers connected with it.

2697. Have you any objection to produce them to-morrow morning? No, no objection. I have several papers here I want to hand in to the Committee.

2698. Have you any objection to bring to the Committee all the papers you have relating to this matter? Not the slightest. I will bring all I have with me. I have written for a great number of papers; I think I shall have to go to Tamworth for more.

2699. Are your task books in Sydney? No.

2700. Where are they? In Tamworth, I believe; I left them there.

2701. Have you got your field book? I have a field-book.

2702. What do you mean by a field book? An ordinary book for measurements.

2703. Had you a private field book and a public field book? I have a public field book.

2704. And a private field book? I have a book with private memoranda; this is the book with the measurements in.

2705. *By the Chairman*: Will you hand it in? Yes, but I shall want it to refer to; I know there is a great deal here that Mr. Collett would like to get information from—a great deal in this book.

2706. If it is information bearing on this inquiry —? It is information bearing on the inquiry; but it is information I do not wish to hand in till I am asked the questions; if it is kept from Mr. Collett, that is all I care about.

2707. *By Mr. Hoskins*: Would you have any objection at the termination of this inquiry to hand this book in? Not the slightest.

2708. *By Mr. Dick*: To whom does this book belong? It belongs to the Government.

2709. Do you refuse to hand it in? I do not refuse.

2710. Will you hand it in now? I want it to refer to.

2711. *By the Chairman*: I may explain that you will be allowed to refer to it? If you demand the book, you may take it, but I want to refer to it.

2712. *By Mr. Dick*: Will you hand the book in now? I state that I wish to have it to refer to.

[Witness directed to withdraw. Committee deliberated. Witness re-called.]

2713. *By the Chairman*: With regard to this book, the decision of the Committee is, that you produce the book, that you hand it in to the Clerk, but you will have every opportunity of referring to it, and it will not go out of the possession of the Clerk? Of course I will hand it in then. (*The witness handed in the same.*)

2714. *By Mr. Dick*: You say you measured the work at the big cutting? I have taken measurements there.

2715. When did you measure it? I have frequently taken the heights of the buoys.

2716. When did you measure it last? I took some depths as I was coming down the last time I was on the Doughboy Works.

2717. What date was that? It was in October, the latter end of October.

2718. Did Mr. Collett ever tell you, you were unable to measure the work? Never. The works were not in my charge when he asked me about the measurement.

2719. What did he say to you about the measurement? He asked me about the measurements of the Doughboy cutting; I said the works were not in my charge; and another thing, the contractor has been knocking down the buoys, and it was impossible to get an

accurate

accurate measurement, only an approximate estimate could be arrived at, when the calculations were taken from the cross sections that Mr. Debenham took.

Mr. Robert
Quodling.

2720. Then Mr. Collett did ask you to measure the big cutting? He never asked me to measure it, at least he spoke in this way—he asked me my opinion as to an estimate of the quantity; he said something about measurement, but the works were not in my charge; at the time he asked me Mr. Bayley was on the works.

11 Dec., 1861.

2721. Was it because the works were not in your charge that you refused to measure them? I have stated already that the buoys were knocked down, and accurate measurements could not be obtained from the present state of the cutting, without it was taken from the transverse sections of Mr. Debenham's survey.

2722. *By Mr. Dalgleish:* What are these buoys—are they not portions of earth from the original level, left in order to facilitate the measurement? Yes, to take the heights.

2723. Left at different distances along the cuttings? Yes.

2724. These buoys are necessary, in order to get a measurement? Yes, they are necessary.

2725. It is usual in all works of cutting to leave these buoys? It is usual. At this time, these buoys were nearly all knocked down.

2726. The cross section shews the original ground to be cut? Yes.

2727. And you were willing to give an approximate measurement from the cross sections? Yes.

2728. Seeing that it was impossible to give it otherwise, from the buoys being knocked down? Yes.

2729. *By Mr. Arnold:* Are the transverse sections and the cross sections you speak of the same thing? Yes, they are similar.

2730. You use the terms as synonymous? Yes.

2731. *By Mr. Dick:* Have you any other field book than the one you have handed in? No.

2732. These measurements appear to me to extend from February to April? Yes.

2733. Have you made any measurements since that? No, I was directed not. Mr. Bayley took the works over, and I think Mr. Bayley has a considerable number of measurements.

2734. You took no measurements since the 28th April? I have taken no measurements except for my own information, as I was directed by Mr. Collett not to measure.

2735. It was no part of your duty to take any measurements after that? It was not, but I have taken measurements.

2736. Was it your duty to make fortnightly returns after that? I had not charge after that date—Mr. Bayley was on them.

2737. How long did Mr. Bayley remain on them? I cannot tell you from memory, but he is summoned, and you can obtain his evidence.

2738. Did Mr. Bayley leave in July? Mr. Bayley left in August.

2739. Who has had charge of the works since then? I had, for a portion of the time.

2740. Did you make any measurements since you had charge of that portion? No, because, as I stated in my reports, the contractor had orders to do them without measurement.

2741. How did you arrive at that conclusion? I took measurements, but I was directed to make returns without measurements, according to slips I received from Mr. Bayley.

2742. Did you receive those instructions in writing? No, verbally from Mr. Collett.

2743. Where was Mr. Collett? On the Doughboy Diversion.

2744. About what time was this? I think Mr. Bayley was present at the time.

2745. What did Mr. Collett say? He stated that no measurements were required; I think I can give you the words he used. (*The witness referred to a memorandum book.*) At any rate he stated that no measurements were required, as the contract was a lump sum.

2746. But in order to see what money he was entitled to, surely it was necessary to make some measurements? I did it for my own information, but I was not furnished with the amount paid to him.

2747. Notwithstanding you were told not to measure you did measure? I did.

2748. Have you those measurements? I have not.

2749. Are they in Sydney? Some of them are in Sydney. I can swear to any evidence I have already given as to the quantity required to complete the contract.

2750. When? At the last date when moneys were paid to Mr. Martindale without my certified voucher.

2751. At what date was that? I handed in the document; I cannot tell you without it—it is a £300 voucher.

2752. When did you hand it in? I think it was on the second or third days' evidence.

2753. Had you no other use for a field book except on this work? No; I noted anything that was important; it is a mere memorandum book.

2754. I do not see anything else noted? There is at the other end.

2755. *By Mr. Dalgleish:* Do you consider the other end of the book to be private? No. There are copies of specifications and information to guide me, compiled from documents I received from the office.

2756. *By Mr. Dick:* Were there no other works that it was necessary to enter in this field book? There are no other entries there. That is only given as a memorandum book; I applied for memorandum books, and they sent me these.

2757. Every surveyor has what is called a field book? Yes, but I was not a surveyor; I was a Road Superintendent. A surveyor's field book is very different to a memorandum book.

2758. You call this a memorandum book? Yes, I know what a field book is.

2759. I asked whether you had a field book? I supposed you meant that book; that is the only book I have of the description you spoke of.

2760. I meant what I said—a field book? You may term that a field book, one portion of it. It is for general memos.

2761.

- Mr. Robert Quodling.
11 Dec., 1861.
2761. You stated that one of the channels was filled up at Doughboy Creek, or Mr. Loder stated it—you heard him state so? Yes, I believe it is filled up.
2762. Were you ordered to cut a new channel to prevent the undermining of the embankments? Mr. Collett arranged with the contractor to cut a new watercourse, and I was directed to make this out as a task agreement for Mr. Martindale, and to pay him 2s. a cubic yard for cutting a fresh watercourse, and my letter is in the office forwarding this estimate; I suppose it can be easily obtained.
2763. *By Mr. Dalgleish*: What was the material? It was soil—earth-work.
2764. No rock? No rock.
2765. *By Mr. Dick*: Did Mr. Collett direct you to cut a new channel to prevent the undermining of the embankment? I have just answered the question.
2766. Please to answer it again? I have stated that Mr. Collett directed him to make a new watercourse, and I was to make it task-work.
2767. Did Mr. Collett direct you to cut a new channel to prevent the undermining of the embankment? He did not direct me; he directed Mr. Martindale to do it.
2768. Did you send in an estimate? I did. The prices were agreed on by Mr. Collett and the contractor, without any reference to me whatever.
2769. How was it that you forwarded an estimate that you did not make? I think in the letter I explained it. Mr. Collett arranged about it, and he directed me to send it in.
2770. *By Mr. Dalgleish*: Was it usual for you to have the terms of your letters dictated to you? This was an arrangement made by Mr. Collett and the contractor; no question was asked me with reference to it.
2771. I understood you to say Mr. Collett had directed you to write a letter of a certain import? Yes.
2772. To himself? To himself.
2773. *By Mr. Hoskins*: Where is the letter? I saw it on the table.
2774. *By Mr. Dick*: What is the use of asking you to make an estimate of works if the price is already agreed upon by the Commissioner of Roads? He told me to send it in, so that it would clear him up from the case, and tried to put it on to my shoulders.
2775. Did he say this? He told me to send this in.
2776. Did he say it was to clear him up? I believe that was his object, and I stated in my letter that I forwarded the return, if you will produce it and read it, at the prices agreed on by the Commissioner himself.
2777. I ask you what is the use of calling on you for an estimate of the work if the price is already agreed upon? They wanted it as a record I suppose—Mr. Collett wanted it, and he told me to send it in. I could get the work done for half the sum.
2778. Why did you not so report? Because the work was let to him by Mr. Collett. Who was I to report to?
2779. Did you consider it your duty to obey Mr. Collett's instructions, and to report anything he chose to tell you? If Mr. Collett made an arrangement with the contractor, being a subordinate officer, I had to carry it out; at least I was supposed to do so.
2780. What do you say was the price agreed upon? I do not know from memory.
2781. What price do you say you could get it done at? Well, I could get it done at a considerably less sum than what was forwarded.
2782. You said half the price? Perhaps half the price.
2783. And now you say you do not know what the price was? I do not want to state the price.
2784. Do I understand you to say you could get it done for half the price you certified for? I have not certified for it; I only sent it in as directed.
2785. At the time you sent in that letter did you know you could get it done for half the price? Yes.
2786. Why did you not report it? What was the use of reporting it to Mr. Collett; Mr. Collett let the work without any question to me as to the price.
2787. At the time you wrote this letter the work had been commenced? The work had not been commenced—not the whole of it.
2788. Then it was not too late to point out that it could be done cheaper? There was no use in pointing it out after the Commissioner had let the work.
2789. How do you know there was no use? I considered there was no use. It was no use fighting with my own finger.
2790. *By Mr. Hoskins*: Were you sure this work was let at this time? Yes, I am satisfied it was; I am satisfied Mr. Collett let it, and never made any reference to me in the matter.
2791. *By Mr. Dick*: Whereabouts was this that it was let—who was present at the time it was let? I cannot tell you from memory; Mr. Martindale was present.
2792. And Mr. Collett was present? Mr. Collett was present.
2793. And you were present? I was present.
2794. The work was required, I presume? I do not know; I suppose Mr. Collett thought it was.
2795. You were there when the agreement was made? I was there when Mr. Collett agreed to give Mr. Martindale these prices, and this is my note I made at the time.
2796. Read your note—about what date was it? I think it was about the 10th or 11th of September; I would not be certain which.
2797. What is the date in your book? I have got the 11th of September.
2798. You believe it was on that day, or the 10th? I believe it was about that date.
2799. *By Mr. Hoskins*: Please to read your memorandum? (*Witness reading*) "Drain to be cut at the foot of embankment at the big cutting, so as to carry watercourse away from the foot of embankment; to be let to Mr. Martindale, as task agreement, at 2s. 6d. per cubic yard"—

2800. *By Mr. Dick*: 2s. 6d.? 2s. rather; it is 2s. I have made a mistake in drawing it out. "Extra culvert north end of retaining-wall, second-class task agreement." Mr. Robert Quodling.
2801. *By Mr. Dalgleish*: What was the price of that? I think it is £15. 11 Dec., 1861.
2802. *By Mr. Dick*: Was the amount stated at the time? Yes, the amounts were stated.
2803. Have you any other note of what took place? Yes, there are some other notes.
2804. Have you any objection to read them? Yes, I have an objection.
2805. *By Mr. Dalgleish*: Have they reference to this matter? No reference to the matter he is speaking about.
2806. *By Mr. Dick*: Are they simply with reference to other matters that took place at this time? Yes.
2807. *By Mr. Hoskins*: Do they refer to this cutting? No.
2808. *By Mr. Dick*: Did you at that time think Mr. Collett was letting the work too high? Yes, I did think so.
2809. Or did you subsequently ascertain that it was too high? I knew at the time he was giving him too much money for the work.
2810. Did you tell Mr. Collett so? No; Mr. Collett never referred to me, and never asked me a question with reference to it; he let it to the man without any reference to me.
2811. Where were you at the time? On the works.
2812. Where? At the big cutting, at the time he let the watercourse.
2813. You must have heard all this, as you took a note of it? I did hear it.
2814. There was no concealment on Mr. Collett's part? I do not know if any concealment was meant.
2815. *By Mr. Dalgleish*: Were you intended to hear it? Yes, I was intended to hear it.
2816. *By Mr. Dick*: You know, I suppose, that when two people have anything to say that they wish to conceal they would be likely to go on one side? They were on one side a considerable time after they left the work; they were continually together and on the work.
2817. You were continually with Mr. Martindale, I suppose, about the works? No; I was at times with him.
2818. You have been frequently with him? Yes.
2819. *By Mr. Dalgleish*: At this time were Mr. Collett, Mr. Martindale, and yourself, continuously together during the discussion as to the letting of this work, or did Mr. Martindale and Mr. Collett go on one side and leave you while they discussed the matter? I was standing close to them.
2820. The whole time? Yes; but Mr. Collett never spoke to me on the subject; he turned round, and Mr. Martindale pointed out the work to him, and then Mr. Collett turned to me and said, "give it to Mr. Martindale at 2s. a cubic yard."
2821. You do not know that there was any private agreement between them—the agreement was made when the three of you were present? Yes.
2822. *By Mr. Dick*: You state that at that time you knew the work could be done for half the price? Yes.
2823. For 1s. a cubic yard? Yes, I could get men to do it for 1s. a cubic yard for cutting out grit of that description.
2824. Will you state the names of any parties who would have done it for that? I can state fifty.
2825. Will you state the names of any who would have done it? I cannot tell you the names of every man that was employed, because I knew some hundreds.
2826. Will you state the name of one man who would have done it for 1s. a yard? No, I will refuse to state any names at all. I know the work can be done; I know the value of the work.
2827. Did you ask any other contractor what he would do it for? No, I did not ask any other contractor.
2828. There is the letter you referred to—will you read it? (*Witness read the letter. Vide Appendix B.*) The last work mentioned here was let to him in a public-house, without any reference to me.
2829. But you were present at the time? Yes.
2830. *By Mr. Hoskins*: Are you sure that Mr. Collett directed you to write that letter to him purporting to emanate from you? Yes. I state in the letter that the prices were agreed on by himself.
2831. *By Mr. Dick*: In the specification or contract is there a clause that extras are to be taken at a schedule of prices? I think it is always understood that any extras to a contract are paid for at the same price as the contract, if they are extras, if it is an extension of the contract.
2832. Was not the contract for a lump sum? It was let originally at a schedule of prices.
2833. And afterwards at a lump sum? Yes, so I am told by the letter.
2834. Do you know the schedule of prices? I do not; I have not been furnished with any copy of them; I know some of the prices; I dare say I know the whole of them, but I was never furnished with them from the office.
2835. Has Mr. Clements had any contract under you during this year? I do not recollect.
2836. Had Mr. Greer? I believe Mr. Greer did carry out —
2837. Any contract under you? Yes.
2838. What contract? Some ballasting near the Willow-tree, I think.
2839. What do you mean by you think? It was at the Willow-tree—ballasting.
2840. You are sure? Yes.
2841. Who employed him? I employed him.
2842. On your own authority? On my own authority.
2843. Did you consult Mr. Collett? No.

- Mr. Robert Quodling.
11 Dec., 1861.
2844. Mr. Collett did not direct you to give him any employment? No, but sums of money were placed in my hands to carry out certain works.
2845. You employed whom you thought proper? I employed whom I thought proper.
2846. Has Mr. Miller had any contract under you, during the present year? I believe not.
2847. *By Mr. Hoskins*: Do you not keep a list of the works under your charge? Yes, but I know he has not; Mr. Miller is not in my district at all.
2848. *By Mr. Dick*: Are there no entries of what you call task work? Yes, there is a task book.
2849. Is that a private memorandum book or a task book? A task book.
2850. Have you that with you? No.
2851. Is it in Sydney? No, at Tamworth.
2852. Who introduced the system of task-work? I believe Mr. Bennett, the head Engineer for Roads.
2853. Do you know? Mr. Bennett told me he introduced it at the time Captain Martindale was in office.
2854. Is it a good system? It is a good system if it is not abused.
2855. Do you know whether Mr. Collett introduced the system? I am satisfied he did not introduce it.
2856. Will you call it a "loose and discreditable" system? I decline answering that question.
2857. *By Mr. Hoskins*: Will you explain what you mean by this task-work? It is supposed that the Superintendent should have the power of letting and carrying out certain works, without advertising.
2858. To working men? To working men.
2859. What is the general extent of these contracts? Up to a couple of hundred pounds, I believe, and many go higher.
2860. Have you let contracts amounting to £200, without consulting your superior officer? No, I think not.
2861. *By Mr. Dalgleish*: What is the highest sum you have let contracts for in that way? £150 is about the highest.
2862. *By Mr. Hoskins*: How long ago is that, that you have let contracts amounting to that sum, in that way? Since I have been on there; I cannot tell you the date.
2863. *By Mr. Dick*: Is this task-work system a part of what you call the "regular loose and discreditable system carried on since Mr. Collett has been in office"? I decline answering that question also.
2864. What system do you refer to as being "loose and discreditable"? The whole management generally. I have given sufficient evidence of it, I think, already.
2865. Will you tell us the particular points of management you refer to? No, I cannot; you can take it from the evidence I have given; I have a great deal of evidence yet to produce, and I decline answering that question, without the evidence will prove there is that discreditable system. I think you have had sufficient proof already.
2866. You state that you "can produce documents to prove there is a regular loose and discreditable system"—have you any documents with you? I have handed a great many in.
2867. Have you any with you now? No.
2868. Have you any others to hand in? Not relating to that.
2869. Have you handed in all the documents relating to the "loose and discreditable system?" I think so; I am not certain.
2870. What do the documents that have not been handed in relate to? To the works generally; I shall have to go to Tamworth for some of them.
2871. Before you complete your evidence? Yes.
2872. You referred to the plans and drawings of Messrs. Bennett and Wells—did you take out any quantities from their cross sections? Yes.
2873. When? I have taken them out on evenings, for my own information.
2874. How many evenings? Well; I have taken them out at my leisure.
2875. What do you call your leisure? In my own time.
2876. How many times have you taken them out? Well, I have taken them out.
2877. How many times? I have taken them out; as to the number of times it is a ridiculous question you are putting.
2878. Have you any books shewing the measurements you made? I have no books to give to you at the present time.
2879. No books to give to the Committee you mean? No.
2880. Have you any books that will shew the quantities in the cross sections? I can give you the quantities in the cross sections.
2881. Now? Not now; if they are required.
2882. I am asking for them? Well, I decline giving them at the present time.
2883. Have you any books that will shew the quantities? I have, for my own information.
2884. Will these books shew the quantity of earth and the quantity of rock from the drawings? I have already declined answering your question.
2885. Were these quantities given in order to check the contractor's work? How to check it?—it is a general rule that, in every work before it is let by public tender—before it is let at all—the calculations are made from the sections, shewing the quantities to be excavated, of earth, and the quantities in each of the embankments.
2886. To check the contractor's charges? Yes; it is a general thing.
2887. Well, if that was carried out according to that contract, would any further measurements be necessary? Yes, further measurements would be necessary.
2888. After the quantities were ascertained in the first instance? No; to arrive at the amounts the contractor was to be paid.

2889. I thought I understood you to say the quantities were taken out in the first instance? Yes, the quantities are taken out in the first instance. Mr. Robert Quodling.
2890. Then when the contractor has finished his work surely you know what the quantity is without measuring? But the works were not finished. I can tell you the quantities, but Mr. Collett cannot tell you. 11 Dec., 1861.
2891. Why? Because he does not know the quantities.
2892. How do you know he does not? I admit that after the work is completed you can tell without any measurements, from the sections and drawings, the total quantities of earth-work.
2893. Exactly, in the same way as you said you could tell us what was deficient on looking at the plans just now? Yes, if you had a starting point.
2894. What did you mean by saying that Mr. Collett could not know this? I do not think he does know it.
2895. Why do you say he does not know it? Because I know from Mr. Collett's manner on the work that he has no knowledge of work; he has not the slightest knowledge of measurements or anything that I have seen yet; he could never give me any instructions.
2896. Do you consider yourself competent to give your opinion of Mr. Collett? Yes, I do.
2897. From your experience on public works? From my experience on public works.
2898. How long has your experience extended over? I have been ten years employed altogether in receipt of salary.
2899. In receipt of salary as what? Principally on railways, and in the Road Department, and in the Survey Department.
2900. In what capacity? I was lately Superintendent of Roads.
2901. Previous to that? I was then agent for the contractor.
2902. What did you call yourself? I had charge of the whole measurements for the work.
2903. Of course when you give us an opinion like that the Committee have a right to ascertain the value of that opinion, and therefore I wish to know what experience you have had? I have stated sufficient.
2904. How long were you agent for the contractor? A considerable time.
2905. Five years? Yes, more than five years.
2906. In this Colony? In this Colony and in Melbourne.
2907. During that time you had the continual measurement of works? I had.
2908. Similar to those in Doughboy Hollow? The heaviest description of railway works we have had.
2909. Similar to those in Doughboy Hollow? Yes, something similar.
2910. Have you any objection to tell the Committee your age? I am twenty-three.
2911. Did Mr. Collett ever order you to send in a final measurement of the work? No; I have no official—
2912. I am not asking about what you have officially? I have no documents directing me to send—
2913. I am only asking whether he told you verbally, or in writing? He told me at Singleton that he would want me to go through the works on their final completion.
2914. How long ago was that? I forget the date; I believe it was in May when I was travelling up from Sydney; I was on leave for a time. I stated then that it was no use, that no measurements could be made if the buoys were knocked down; and I declined doing anything of the sort.
2915. Were the buoys knocked down then? I stated that at the final completion, it was impossible to make any measurements, or to see how it was done, if I had not the sole superintendence while it was being carried out.
2916. Do I understand you that the buoys were knocked down in May last? The buoys were not knocked down in May last.
2917. Why then should you have stated to Mr. Collett that it would be impossible to measure at the end of the works if they were knocked down? I told him it would be impossible without the sole supervision over the works while they were in progress; it was no use asking me to certify after another officer had charge; I could not certify for a thing I knew nothing about.
2918. Was it not competent to you to see what had been done? No, I could not do so.
2919. Why not? Because I could not do so.
2920. From the nature of the works? Yes.
2921. By Mr. Dalgleish: Was the rock irregular in its formation, or in regular strata—did the depth of the earthwork vary? It varied considerably.
2922. And this would affect the payment for the work done? Yes.
2923. And it is with regard to that you say you could not know unless you were there continually? Yes; for instance, if the pitching was put on when the embankment was bad and boggy, after it was metalled, I could not tell whether the embankment had been consolidated according to specification.
2924. It is in this light you say you could not tell by going through the works? Yes; I told Mr. Collett at the time I could not certify to a thing I knew nothing about.
2925. By Mr. Dick: In May last? Yes.
2926. Who had charge of the works at that time? I believe Mr. Bayley had.
2927. Had you not charge jointly with him. I thought I understood you to tell me the other day that you had charge of the earth-work, and Mr. Bayley of the bridges? Yes, a portion of them.
2928. What time was that? I cannot tell you the date I left Mr. Bayley.
2929. In that book I found some of your joint measurements? Yes, the last entered here is April 18th, but Mr. Bayley has some other measurements in his own book which can be produced.

- Mr. Robert Quodling.
11 Dec., 1861.
2930. Just look at that letter of May 3rd, written by you—just read the first page? The whole of the cuttings were not carried out then. (*Witness read from a letter handed to him, dated Doughboy Hollow, May 3rd, 1861, and signed "Robert Quodling."*) "The contractor is progressing favourably with this contract the earth-work; will be ready in a month for final measurement." I suppose I may be allowed to explain about this. It was on my return from Sydney, about the 27th May I believe, that Mr. Collett then told me I would have the final measurement of the whole works—I would have to certify to them finally; it was on a Sunday, I would not be certain of the date, but it was in May, subsequently to this letter—I think it was on the 26th May; I was told then that Mr. Bayley was to take these works and I would have to report and certify to them finally, and I told the Commissioner that if he placed them in the hands of Mr. Bayley, Mr. Bayley would have to certify—that I could not be responsible for work he superintended.
2931. That would not prevent your being able to certify for the work? Yes, it would; I would not certify for £7,000 without knowing something about the works.
2932. I take it, all you would have to certify would be that the work agreed upon was done, and done properly? I could not do that without I had continual supervision of the works.
2933. You told him that as far back as May? Yes, I think it was on my return from Sydney, at Singleton.
2934. At that time you made no remonstrance about the manner in which the work was being done? No; regular payments were sent in.
2935. What was Mr. Collett's manner to you—did he treat you with openness and confidence? Well, generally.
2936. Did he appear as if he was striving to conceal anything from you? Well, I do not know if he was striving to conceal anything from me.
2937. You state that the work was conducted properly for a certain time—when were your suspicions as to mismanagement first aroused? Well, the first time I forwarded a voucher when I took charge of the works from Mr. Bayley, I then objected—the first thing I did was to object.
2938. When your suspicions were aroused? That was the time I objected; that was the time I returned the voucher.
2939. *By Mr. Hoskins*: What was the date? I think the 12th August.
2940. When you considered the works entirely in your charge? Yes.
2941. *By Mr. Dick*: The first time was when you took the works from Mr. Bayley? Yes, I took them on that date.
2942. That was the first time your suspicions were aroused? Well, I do not know; I had my own suspicions at different times. I have had great suspicion of Mr. Collett ever since I knew him as a Road Superintendent. I used to see then the way he treated his contractors; and of course I had my own private opinion of Mr. Collett.
2943. It is very easy to have suspicions, is it not? It is very easy.
2944. Can you tell us the ground of your suspicions? From Mr. Collett's manner that he treated his contractors.
2945. Did he fold them in his arms? Not exactly; I did not see him embrace them at any time.
2946. How did he treat them? He was continually using the horses of contractors, and always had a posse of them about him every time he visited the works.
2947. What time of year was this? I do not know; I cannot give you the date.
2948. Can you tell me any one place where he had a posse of them about him? I used to see him at Murrurundi.
2949. It was at Murrurundi? Yes.
2950. How long ago? I do not recollect the date. And Mr. Collett's nephew being employed and Mr. Martindale finishing his work, that aroused my suspicion. Mr. Martindale going over to complete some work that Mr. Collett's nephew had taken in hand—from the Northern Road to the Southern.
2951. When was that? I have not the date.
2952. About the time—was it this year? It was this year, I believe.
2953. What part of this year—July or January? I cannot give you the date.
2954. Whose horses do you say he used? I believe they belonged to the contractor.
2955. What contractor? I have seen him using Mr. Martindale's horses; the last time he was up he used one of Mr. Martindale's horses.
2956. Have you ever used a horse belonging to a contractor? No.
2957. You have never borrowed a horse from a contractor? No.
2958. Borrowing a horse from a contractor would be a ground of suspicion in your mind? That would be, in a measure.
2959. That is one of your suspicions; can you tell us any other? I have a great number of suspicions, but I decline stating them to you.
2960. Does Mr. Collett usually ride or drive? He generally drives.
2961. Did you ever see him driving the contractor's horses? I have seen a great number with him.
2962. A great number of horses with him? Horses and men; and Mr. Martindale continually boasted that he could do what he liked—he had Mr. Collett all right, and he did not care about me objecting to anything. It was his continual boast throughout the district, and I will bring men to prove that he has said he would put aside Quodling altogether, and soon shift him out of his billet.
2963. You have heard him yourself? He has told me as much.
2964. Where did he say that? It is not convenient for me to tell you at the present time.
2965. Was it at Murrurundi? Yes; and on the works he has told me that.
- 2966.

2966. I think you stated that Murrurundi was not in your district? Murrurundi was not my district.
2967. *By Mr. Dalgleish*: How far off? Four miles, I believe.
2968. Is it the nearest town to your district? Yes; the nearest post office.
2969. *By Mr. Dick*: Where did you reside usually in the district? Tamworth was my head quarters.
2970. What places were your letters usually addressed to? To Tamworth, generally.
2971. Did you ever go to Glen Innes? Yes.
2972. How long ago was that? I cannot give you the date at present.
2973. Was it this year? Yes, I was there this year; I had charge of that road for the Bench of Magistrates, and the letter directing me to take that road can be produced from the office; it was sent to me by Captain Martindale.
2974. You are getting on at a great rate? I want to explain about my going to Glen Innes; Mr. Collett referred to that in a letter, if I had been at my post, and I want to explain that I had been at Glen Innes.
2975. Was Glen Innes in your district? No; I took charge of the road from Armidale to Glen Innes, for the Bench of Magistrates.
2976. How far is Glen Innes from your district? I think it is sixty miles from Armidale, and Armidale was the end of my road.
2977. By whose leave were you at Glen Innes? I have not the copy of the letter, but I believe the original can be produced from the office, from Captain Martindale during the time he was in office, directing me to superintend the road for the Bench of Magistrates at Armidale.
2978. What do you mean by the original being produced from the office—I suppose you received the original letter? Yes, I received the letter. I was to receive payment of the actual expenses I incurred.
2979. You went there by Captain Martindale's direction? I did.
2980. Who paid the expenses? I state that the Bench of Magistrates defrayed my expenses, and I had Captain Martindale's authority to receive them. The Bench of Magistrates at Armidale were also informed. I would have brought the letter with me if I had known.
2981. *By the Chairman*: Will you have it in the morning? It is at Tamworth; most of my papers are locked up. I have written for any that are obtainable.
2982. Will you be able to produce it before the termination of this inquiry? It would be better to have the letter from the office; there are copies of everything there.
2983. *By Mr. Dick*: You say you have the letter at Tamworth? I have.
2984. Have you ever been to Glen Innes during the time Mr. Collett has been Commissioner of Roads? I do not recollect. I think I wrote to the Bench of Magistrates, stating that Mr. Collett had an objection to my superintending their works, and the matter was broken off. I am not certain whether I did go. It can be produced. I have not the dates. My bills can be produced from the Armidale Bench.
2985. Did you ever recommend Mr. Hannington as being an efficient officer? No; I do not recollect recommending Mr. Hannington as an efficient officer.
2986. Did he ever make any measurements for you which you took for granted, without checking them yourself? Never.
2987. You always checked his measurements? I always checked them.
2988. Did I understand you to say, some time ago, that it was no use checking his measurements? I checked any simple measurements he made, that any schoolboy could do.
2989. You only checked such measurements as you thought a schoolboy could do? And any that were of importance.
2990. Did he measure the big cutting? I believe he did with Mr. Donaldson.
2991. Do you think he was able to measure it? I do not think he was able to measure it; Mr. Donaldson was able to measure it.
2992. Were you there at the time? No.
2993. Do you recollect, some time ago, that you went from Armidale to Tamworth and back with Mr. Collett? Yes.
2994. You were about a week together at that time, were you not? That was in April, I believe.
2995. Do you recollect travelling with Mr. Collett from Armidale to Tamworth? I do.
2996. Did you ever make any remonstrances about the management of the road then? The management of which road?
2997. The management of the Northern Road? That was the first visit of Mr. Collett.
2998. You made no remonstrance at that time? Mr. Collett never paid moneys at that time without my certificate, to my knowledge.

Mr. Robert
Quodling.
11 Dec., 1861.

APPENDIX.

A.

Murrurundi, 18 February, 1861.

Sir,

I have the honor to inform you Mr. Bayley will not allow me to begin the large cuttings at Doughboy deviation until the cross sections of Mr. Debenham are sent up to him; I have any quantity of men waiting to begin, and would feel obliged by your giving Mr. B. instructions what to do, or allow him and me to get the best gradient we can.

W. R. Collett, Esq.,
Commissioner of Roads,
Sydney.

I have, &c.,
JOSEPH MARTINDALE.

.Write

Mr. Robert Quodling. Write Mr. Martindale that he can proceed as rapidly as he likes with all the *other* cuttings, and that on Mr. Quodling's voucher for work done, money will be paid to his acct. each fortnight.—
W. R. C. 28/2/61.

11 Dec., 1861.

Mr. Martindale informed personally—S. G. S.

B.

Tamworth, 17 September, 1861.

Sir,
I do myself the honor to forward estimate for works on Doughboy Diversion, extras to contract.

Mr. Martindale has commenced the works at the prices agreed upon by you.

I have, &c.,

ROBERT QUODLING.

The Commissioner for Roads,
&c., &c., &c.,
Sydney.

EXTRAS on Doughboy Diversion Contract:—

	£	s.	d.
200 c. yds. in drain, to divert present watercourse from foot of bank at big cutting, @ 2s.	20	0	0
1 2nd class culvert	15	0	0
200 l. yds. of road to form, pitch, and metal, from end of present contract to "Evans Inn"	104	0	0
	<u>£139</u>	<u>0</u>	<u>0</u>

ROBERT QUODLING,
16 Sept., 1861.

Approved.—These items are to be charged to task-work, and not as part of the original contract, which is a bulk sum for £7,000.—W. R. C. 20/9/21.

THURSDAY, 12 DECEMBER, 1861.

Present:—

MR. ARNOLD,	MR. T. GARRETT,
MR. DALGLEISH,	MR. HOSKINS,
MR. DANGAR,	MR. LUCAS,
MR. MARKHAM.	

WILLIAM FORSTER, Esq., IN THE CHAIR.

Mr. Robert Quodling again called in, and still further examined:—

- Mr. Robert Quodling.
12 Dec., 1861.
2999. *By Mr. Dangar:* You were a Road Superintendent before Mr. Collett's appointment as Commissioner? I was.
3000. When Mr. Collett was appointed Commissioner did you intimate to him your wish to resign—at your first interview with him, when you visited him at first? No.
3001. Did you remonstrate with him in any way at that time? I did on his first visit; I told him when he asked me as to —. It was not at the time of his first visit as Commissioner of Roads that I remonstrated with him; it was after he made a remark about sending in returns without the necessary details, I told him he had got the wrong person to deal with; that I would not certify for anything I did not conscientiously believe to be correct.
3002. Where did this occur? At Murrurundi.
3003. At the inn there, Mr. Wightman's? Yes, at the inn.
3004. What did Mr. Collett say when you made that remark? He laughed, that was all; he did not make any other remark. I think I told him I would rather break stones.
3005. Are you not aware that Mr. Bayley certified to Mr. Martindale's work? I have it from Mr. Bayley himself, that he condemned, and I was present when Mr. Bayley condemned a great quantity of gravel on the Liverpool Range.
3006. Did not Mr. Bayley refuse to certify to the metal? Mr. Bayley mentioned to Mr. Collett about the metal upon that road.
3007. About the time that Mr. Bennett resigned? The contract was not in a forward state when Mr. Bennett resigned.
3008. What I want to ask you is whether at the time of Mr. Bennett's resignation, there was not some amount of work done by Mr. Martindale previous to that? There was an amount of money due to him for the Liverpool Range; and the gravel was condemned by Mr. Bayley, and condemned by Mr. Bennett, the engineer; and Mr. Martindale was informed that no payments would be made till the proper material was supplied. That letter can be obtained from the office—the letter of Mr. Bennett to the contractor, stating that no further payments

- payments would be made. After Mr. Collett's appointment, in April, about the time that this testimonial was given, Mr. Collett approved of this gravel—the whole of it, and set aside the Engineer's objection, and Mr. Bayley's, the Superintendent.
3009. Mr. Martindale has frequently re-let portions of his work? I believe nearly the whole of it. Mr. Robert Quodling.
12 Dec., 1861.
3010. Have the sub-contractors performed their work satisfactorily? Not in all cases; they perform it according to the terms of Mr. Martindale's arrangement with them.
3011. By sub-letting, Mr. Martindale, I suppose, has made a profit upon the contract? Considerable.
3012. You cannot specify the profit he has derived from any one contract? From the whole—the metal, the pitching, the earth-work, everything—he has got a considerable profit.
3013. He sub-let to Mr. Greer some portion of the original contract? Yes.
3014. Did you hear Mr. Greer state—? I know that for the clearing he let for £50 a mile, and the amount he received would be about £88—it would come out that—so that he cleared in that one case alone fully £30 a mile. That was not according to the specification.
3015. You are aware that Mr. Martindale was allowed a long extension in his contracts, from the specified time? I believe he was allowed some extension.
3016. Do you know how long? No, I do not.
3017. Are Mr. Martindale's contracts finished in No. 2 district now? The Doughboy Diversion?
3018. Yes? He had not finished when I left the district; it would take them fully two months to complete it, when I left; and a considerable sum of money.
3019. Was the fencing put up when you left? No.
3020. The fencing was not according to the specification? No.
3021. The portion of the Liverpool Range you had the superintendence of was in Mr. Collett's charge? I had nothing to do with the Liverpool Range, although I was present when Mr. Bayley condemned the gravel.
3022. Who was Superintendent before you, in No. 2 district? Mr. Newcomen.
3023. How did he leave the works—when you took charge were they in a satisfactory state? I did not take charge from Mr. Newcomen. The works were handed over to me by the Engineer for Roads, Mr. Bennett. Mr. Newcomen was not present; he had left the district some time before I took charge.
3024. Mr. Brown is now Superintendent of the Gap? To Doughboy Hollow Creek, I believe; I do not know whether there is any alteration.
3025. You had a longer distance to superintend than was comprised in No. 1 district? About thirty-five miles more.
3026. Your salary was how much a year? £400.
3027. How much was Mr. Brown's? £600, I believe.
3028. Your district was thirty-five miles longer than Mr. Brown's? I believe so.
3029. I believe your father has been an engineer for a great number of years? He has been surveying for a great number of years.
3030. He is still in Government employ? Yes.
3031. In what part of the country? I think on the Southern Road; I do not know the length of his district.
3032. You have a brother also an engineer? No; I have one brother under the Engineer for Railways; he is a clerk.
3033. You therefore had an opportunity of learning the profession from, perhaps, your father? No, I had no opportunity of learning from him.
3034. You left Mr. Hannington on the work when you resigned? I saw him at Murrurundi, when I was on my way to Sydney.
3035. He did not speak of coming to Sydney then? No.
3036. Has not Mr. Collett often, at public meetings and in private conversation, spoken of your competency, since he has been Commissioner? He spoke of me at Tamworth, when a deputation waited upon him about the streets, and stated that he had every confidence in me as a practical engineer.
3037. Whom were you under as overseer, before you were appointed to No. 2 district? I was directly under Mr. Bennett, the Engineer for Roads.
3038. For how long? I think eight or nine months.
3039. Did Mr. Bennett ever make a complaint of your inefficiency? Never.
3040. Is it the fact that you obtained your promotion through Mr. Bennett? I believe through Mr. Bennett; but those documents you can get from the office. I think Mr. Bennett recommended me for the promotion, and I believe Mr. Arnold confirmed his recommendation.
3041. There never were any complaints made to the office, as respects your inattention to duty or incompetency? Never.
3042. Did Mr. Hannington measure the works and give you that certificate of his own free will, or did you ask him for it? He measured the works of his own free will, but he compiled that letter from the notes I took on the works.
3043. Did he make any objection? Not the slightest; he thanked me for giving him the information. I have not his letters with me, or else I could produce—I could produce all his letters, and will hand them in when I get them from Tamworth.
3044. You have these letters at Tamworth? Yes, a great number of letters.
3045. When Mr. Bayley was transferred from the Murrurundi District to Yass the works were handed over to you? Yes.
3046. All the works? All the works.
- 3047.

- Mr. Robert Quodling.
12 Dec., 1861.
3047. Without any reservation or restriction whatever? Without any restriction whatever.
3048. Have you seen Mr. Bayley since he has been appointed to Yass? Never.
3049. And have had no correspondence with him? I never had any correspondence with him.
3050. How often had you seen Mr. Collett before he was appointed Commissioner—how often did he pay a visit to his district—to the end of his district? I believe he paid a monthly visit.
3051. You never heard of his being there oftener? I never heard of his being there oftener; he might have been on some very particular occasion.
3052. When he travelled to Armidale on duty as Commissioner, do you think the short time he stopped at Bendemeer was sufficient to inspect that bridge? I think it was quite long enough for him to stop; for if he had stopped from that time till now he could not have expressed an opinion upon the work, for he knew nothing about masonry then, nor does he now.
3053. He asked you no questions? No questions; he could not ask me questions.
3054. What was the use of his stopping then? He only stopped a minute or two—his stopping there was of no use.
3055. Did he pass any remarks? No remark at all.
3056. Did you understand that part of his duty during that journey was to inspect that bridge? I do not know what his duties were; I suppose he reported that he had inspected the bridge.
3057. Your district extends to Armidale? To Armidale.
3058. Does the main road end there? Yes.
3059. From Armidale to Tenterfield is a by-road? It is a minor road from Armidale to Tenterfield.
3060. Had the Millers any contracts in your No. 2 district? Not while I was Superintendent.
3061. Did you ever see Mr. Brown there while you were Superintendent? I saw Mr. Brown at Doughboy Hollow.
3062. Were any other parties with him at the time? Yes.
3063. Who were they? Mr. Doyle, Mr. Miller, Mr. Clements, and Mr. Williams.
3064. Mr. Doyle and Mr. Williams are road overseers? Yes.
3065. Mr. Miller and Mr. Clements were contractors? Yes; I believe they were.
3066. Had they a number of horses and gigs? Yes; they travelled there.
3067. You do not know at that time that Mr. Miller was in the habit of lending the Superintendents and overseers horses and gigs, to convey them from Scone to Muswellbrook to and fro? Report says that the contractors have been doing that; but I cannot speak from my own knowledge.
3068. Did you see the list you spoke of, the Murrurundi list, of contributors for Mr. Collett—the one that was got up at Scone and Muswellbrook? No, I did not see the one at Scone and Muswellbrook; but I saw the one at Murrurundi, in the hands of the contractor, Mr. Martindale.
3069. Are you aware that there was a second at Scone and Muswellbrook? I believe there was.
3070. Do you know the amount that was subscribed altogether? At Murrurundi I believe it was something like £40 or £50.
3071. Did you subscribe? No.
3072. Were you asked? No.
3073. Why? I am sure I could not tell you why.
3074. Are you aware that these contractors and overseers were seeking subscriptions from any others except those connected with the roads? I do not know that they were seeking subscriptions from parties that were not connected with the road.
3075. Do you recollect any amount on the list—you saw the names? I recollect seeing Mr. Martindale's name; I think £5 was before his name; there were others, but I cannot speak from memory; witnesses are summoned who presented the purse.
3076. Was the list published? No, I think not.
3077. Was Mr. Bayley's name to it? I do not know; I think not.
3078. Mr. Hannington's? No, I think not.
3079. Mr. Wightman's? I could not tell you; I believe Mr. Wightman gave something.
3080. Mr. Wightman was a contractor, or his brother? They are in partnership, I believe.
3081. They had a contract? They had a contract.
3082. Did you ever notice the Sandy Creek Bridge? No; I had nothing to do with it.
3083. Did you ever hear that Mr. Martindale had that contract? Mr. Martindale told me that he built that bridge; but I know nothing about it.
3084. Are those specimens of the metal put on (*referring to specimens of trap and shale lying on the table*)? I believe that is the description of metal put on.
3085. Was there much of the proper metal used? Yes, a considerable quantity; there was about 700 or 800 yards of this shale.
3086. You have often seen, have you not, the scale of prices from the office, for cutting and forming road? No; there is no scale of prices that I know of.
3087. Not sent to you? Not sent to me.
3088. Are you aware that there is a scale of prices kept in the Road Department? I am not aware of any scale of prices being kept.
3089. You have not known of contractors taking jobs of work, without tendering, by this scale of prices, on the main road? I know of no scale of prices.

3090. When letting a piece of work without tender, do you, as Superintendent, make your own bargain, apart from Mr. Collett, the Commissioner? Not in all cases, but I have done so. Mr. Collett has let works to Mr. Martindale without referring to me, but any other works I expected to have the power to let them myself, and to employ whatever contractors I pleased, at reasonable prices. I had a discretionary power to let those works
3091. Are you aware that contracts have been taken at a very large sum less than the prices in the office—that is, in No. 2? They have been taken at a less price.
3092. Than the amount specified in the office? I do not know of any scale of prices that is held in the office; I never knew of any scale of prices that was held.
3093. Are you aware that there was any scale of prices fixed by Captain Martindale or Mr. Bennett before they left the Colony? I am not aware of any.
3094. For ballasting, making roads, or cutting drains by the yard? I think prices vary a great deal.
3095. How much of Mr. Martindale's contract was there to complete when you were made the Superintendent? When the works were handed over to me?
3096. Yes? I have given in the quantities.
3097. How many overseers have you? Two.
3098. Are you aware how many Mr. Brown has for his hundred miles? I have heard that he had three overseers and one or two assistants, but I cannot give you any correct information on that point.
3099. Were you allowed any forage for horses besides salary? No.
3100. *By Mr. Lucas:* How long have you been employed in the Works Department? Nearly two years—about two years, I think.
3101. Were you some time upon the Western Road? Yes, I believe I was on the Western Road about eight months.
3102. Where did you go after that? I was appointed then to the superintendence of the second district of the Northern Road.
3103. Then you went direct from the Western to the Northern Road? Yes.
3104. From whom did you receive your appointment? From Mr. Arnold; I think Mr. Arnold was in office at the time I was appointed.
3105. To whom did you consider yourself responsible upon the Northern Road—who were your superior officers? Mr. Collett was my superior officer.
3106. Did you consider yourself responsible to him for your acts on the road? Yes, in a great measure.
3107. The whole of the Doughboy Diversion was placed under your supervision? Yes.
3108. Had that work been commenced when you went there at first? Mr. Bayley had charge of the works when I went there.
3109. You received a letter on the 8th February which gave you full charge? Yes.
3110. You have handed that letter in? Yes.
3111. You continued in charge until the 7th March, when you received a letter which somewhat modified your power? Yes.
3112. You were then in charge in conjunction with some other person? Yes, with Mr. Bayley.
3113. Do you condemn or find fault with any works between the 8th February and the 7th March? No, I did not; I pointed out to Mr. Collett the bad description of metal that was being broken by the contractor.
3114. Between those dates? Between those dates.
3115. From whom did you receive those letters—from the Works Department? Yes; at least one of them was from Mr. Collett, I believe the other was from the Works.
3116. You received a letter dated 5th July? Yes, I believe I received a letter of that date.
3117. Did that letter again give you full charge of the works? It was directing me to take charge of the works from Mr. Bayley—he was appointed to Yass.
3118. How long after you received the letter of the 5th July did you find fault with any of the works? Did I take charge?
3119. No. How long after you received the letter of the 5th July did you find fault with the works? I did not take charge till the 12th August, and when I took charge I then sent in my report to the Commissioner. Mr. Bayley did not leave till about the 12th of August.
3120. Then you did not take full charge, as directed in that letter? Not till Mr. Bayley left, or a day or two before he left.
3121. Had you any fault to find with the works between the 7th March and the 5th of July? There was the metal, as I explained before; I pointed out the metalling to Mr. Collett.
3122. I am now speaking of the letters of the 7th of March and the 5th of July—did you find fault between those dates? No, I think not; I do not recollect reporting anything.
3123. Do you know of any money having been paid to the contractor after you refused to certify? Yes I do, there were two payments made.
3124. After you refused to certify? Yes.
3125. Did the Commissioner visit the works between the time of your refusal to certify and the time of the payments being made? The Commissioner of Roads visited the works immediately after I sent in the return stating that the contractor had not done sufficient to entitle him to an advance.
3126. Was it after your return was sent in? The money was paid before the Commissioner paid his visit there.
3127. I want you clearly to understand the question: whether the Commissioner for Roads visited the works between the time of your refusal to certify and the time the money was paid on account of the work for which you refused to certify? No, he came up immediately after; he had visited the works of course, some time previously.

Mr. Robert Quodling.

12 Dec., 1861.

Mr. Robert
Quodling.
12 Dec., 1861.

3128. After you refused to certify did he visit the works before the money was paid. You were asked to certify for certain works—you say you refused to do so, and the money was paid after you refused to certify. Now did the Commissioner visit the works between the time of your refusal to certify and of the payment of the money? The Commissioner visited the works after I refused to certify.

3129. Before the money had been paid? No; the money had been paid.

3130. Then the money was paid, presuming upon the personal explanation of the contractor, after you had refused to certify? Well, I believe so.

3131. Without any inspection whatever? Without any inspection whatever.

3132. Did I understand you to say that money was paid on account of the Doughboy Diversion, on the 13th of August, and that the vouchers were sent, by the Works Department, to you, upon the 28th, with a request that you would certify for the works already paid for, fifteen days before? No; the money was paid on the 13th of August, and the vouchers were forwarded to me on the 30th October, to certify. I made a memo. on the voucher when I received it.

3133. The voucher was actually sent two months after the money was paid? Yes; and at the time I refused to the £470 odd item I did not know of this £500 that had been paid seven days previously.

3134. Did you ever know this to be done on any other contract—did you ever know money to be paid before the work was certified—without a certificate from the officer superintending the work? Never in any service in which I have been employed.

3135. In other cases the works were certified first, and the money paid afterwards? In all cases.

3136. Have you ever refused to certify for works in consequence of their having been improperly performed? I have stated that already, with reference to clearing, consolidation, and metal.

3137. After refusing to certify have you again been required to certify? Yes; the returns have been forwarded to me.

3138. Again? Yes.

3139. By whom? From the office.

3140. Did you receive instructions to give the contractor every facility in carrying on his contract? Yes, I did; I received a letter from Mr. Collett.

3141. What did you understand by that letter? I thought it was a license from Mr. Collett to let the contractor do whatever he liked.

3142. You considered that these instructions went to the extent of authorizing you to certify for works which had not been done, or which had been improperly performed? I think Mr. Collett's meaning, when he wrote me that letter—at least I cannot state his meaning—but I received such a document from him, that I was to give every facility to the contractors, though I had previously given every facility to them in forwarding their work; but I would not let them do just as they liked. I wanted the works carried out according to the specification, and it was in consequence of that, that this letter was sent to me.

3143. You received a letter from Mr. Hannington, dated the 24th of October? Yes.

3144. You are aware that some objections are made in that letter, with reference to works stated not to have been performed, or improperly performed? Yes.

3145. First, it says, "Clearing.—This has not been carried out by specification. The clearing of the main road is bad, there being many stumps left above ground"—is that the truth? Yes.

3146. "The timber is still lying on the ground, not having been cleared away; in fact, in many places the banks are formed and resting upon the timber"—what is meant by that? I mean that the timber was not all removed from the sides of the embankment. The specification states that the stumps may remain on the side of all embankments, that is, where they will be covered by the fallen roadway.

3147. I believe the specification says the embankments are to be trimmed with rubble stone, hand packed on the sides of the embankment—has that been carried out? That has not been done; the batter has not been trimmed throughout the line.

3148. In answering that question, you refer to the time when you resigned? No. These quantities are from the last payments that were made, not to the date of my resignation.

3149. It says, "The earth-work around the abutments of bridges, culverts, and retaining-walls has not been performed"—how has it not been performed? The priming of the earth-work—the earth-work has not been primed through. The earth-work of the retaining-wall and bridges has not been primed.

3150. "The consolidation—to this clause I would call your particular attention—"The pitching is bad; in many cases much sunken, in consequence of the road not being well consolidated before commencing work"—do you know that of your own knowledge? Yes, I know it of my own knowledge.

3151. "Fencing, only six panels put up"—is that also true? That is true.

3152. The letter says, "Metal—this is another serious and very important item—we have neither proper quantity nor quality"—is that also correct? That is also correct; I will bring a witness to prove the quantity paid for.

3153. This letter says, "1,511 yards of metal has yet to be spread, of which 1,016 is not yet broken"? Yes, that is correct; it is an approximation as to the quantity delivered and spread, but the total quantity of metal in the aggregate is correct.

3154. "The flooring is neither tarred nor spiked"? That was the case when I left the works.

3155. "The slabbing of abutments and landward side of bridge, to hold embankment, not slabbed"—was that the case? They were not slabbed at that time.

3156.

3156. Do you know this of your own knowledge? Yes, I know it of my own knowledge.
3157. In this letter you say the contractor wished to make this an extra charge, although in the specification it is so specified? It is so specified.
3158. It is stated here, that "the creek is blocked up through the earth from the cuttings having been tipped into the creek"—had the contractor the right to tip the stuff where he liked? The specification states, "The earth to be deposited where directed by the Road Superintendent."
3159. That is yourself? Yes.
3160. Did you direct it to be tipped there? No, I did not, but Mr. Collett did.
3161. This letter states—"The amount required to complete the work, which I estimate at £1,800 to £2,000"—are you of opinion that that amount was required? Yes, fully that amount was required at the time I reported.
3162. At that time there was only £1,000 in hand? So I was informed.
3163. Besides, there was a per-centage to be kept back upon this work? A per-centage of twenty per cent., which would amount to £1,400 on £7,000, the gross amount of the contract.
3164. In your letter to the Minister for Works you say, that independently of this quantity of works which should have been completed, there were works which should have been condemned—what works do you refer to? There was a considerable quantity of metal and pitching that should have been condemned, which would add to the other amount.
3165. You say there is a quantity of pitching without consolidation, that should be condemned? Yes.
3166. What amount should you consider? About 900 yards very bad; it has been carried out without the consolidation clause having been taken notice of; it is a very soft embankment.
3167. Which has not been properly performed? Not properly performed.
3168. And which should have been condemned? Yes.
3169. What is the value of that work? 6s. 6d. per lineal yard I believe has been paid; but the formation cannot be consolidated now without that is all taken off, and the convexity kept up with continual coats of pitching.
3170. I suppose it is not difficult to get explanations from contractors, or to get them to sign vouchers? A contractor would say anything or do anything to get money.
3171. Is it usual for persons who have to supervise work to be supplied with copies of the plans and specifications? It is usual to send the documents, but they were not handed to me in this case.
3172. Unless the person who is in charge is supplied with the plans and specifications, is it possible for him to tell whether the works are being properly performed or not—could you tell whether they were properly performed if you had not the plans and specifications? I could tell whether the works were carried out in a creditable manner, by going over them.
3173. You could not tell whether they were carried out according to the plans and specifications, unless you had these documents or a copy of them? No, but I could tell whether the work was carried out properly without the specification or plans.
3174. Is it possible for a person in charge of works to certify as to the value of the work done, or the amount which should be advanced, unless he is made acquainted with the amount of the contract or the schedule of prices? Of course he cannot tell without he is told the amount of the contract and the sum paid.
3175. Were you ever officially acquainted with the amount of the contract? The only official information I had about the total amount of the contract was the letter with the department stamp upon it which was handed to me by Mr. Bayley. That I have handed in to the Committee already.
3176. Do you know that any alteration was made in the manner of carrying out the work? I see in the letter sent from the Department of Works, dated 30th October, the first letter you received after you sent in your resignation—with reference to your finding fault with the metal—"This is simply ridiculous, because pitching, after mature deliberation, was substituted for a portion of the broken metal." Did you know that pitching was substituted for broken metal? I was told there that it was. I saw by the slip that pitching was substituted for broken metal, because there was no pitching in the specification.
3177. At the very same price? I see the very same price per cubic yard.
3178. Is there any difference between the prices of broken metal and pitching? A considerable difference; the pitching could be supplied much cheaper.
3179. Do you think it could be supplied for a little more than half? For little more than half—the description of pitching that is put down.
3180. This letter also says:—"And from your inability to measure accurately." Can you measure accurately? Yes, any description of works I have ever seen in the Colony.
3181. Can you measure brick-work? Yes.
3182. Stone-work? Yes.
3183. Bridges? Yes.
3184. Cube timber? Yes, everything.
3185. Earth-work? Yes.
3186. Did Mr. Collett or any other person ever question your ability to measure? No, it was never questioned.
3187. You one day handed me a note—on the second day that you were here—with reference to yourself? Yes.
3188. Is that it? Yes.
3189. From whom did you receive that? From Mr. Gibbons.
3190. Who is now employed by the Government to superintend the Wollongong and Kiama Harbour Works? Yes. (*The witness handed in the same. Vide Appendix A.*)

- Mr. Robert Quodling. 3191. Had Mr. Gibbons an opportunity of testing your qualifications as to the measurement? He had.
- 12 Dec., 1861. 3192. But no person upon the public works ever before questioned your ability to measure? No.
3193. Do you think if you were incompetent to measure work you should have retained your position as Superintendent of Roads? I think I should not have been retained if I were incompetent to discharge my duties.
3194. Particularly measuring? Particularly measuring.
3195. This letter says, "The big cuttings were paid for in a lump sum under your estimate." Did you give an estimate? No, I had not charge of the works.
3196. Did you ever give an estimate in to the department, as to the value of that work? Never.
3197. It says as "to 'the repeated payments of money before it was due,' I am directed to 'inform you that the Commissioner requested that fortnightly vouchers should be sent in, 'which you neglected to do'?" I sent in fortnightly vouchers when the contract was commenced first, and I took charge of the works, but after these payments the first thing, when I took over the works from Mr. Bayley, in August, or very soon afterwards, I received a voucher stating that money had been paid, and of course when such a practice was carried on by the Commissioner, I felt that I should not be justified in sending in any return, because I could never know the amount that had been paid. When I objected to certify to the £470 voucher, I knew nothing of the £500 which had been paid seven days previously.
3198. It says, "although the financial part does not concern you."—I presume if the works are under your charge, and you are requested to sign vouchers, you have a right to satisfy yourself whether a sufficient quantity of work has been performed? I think it is very requisite.
3199. The letter goes on to say, "at no time has more than eighty per cent. been paid to the contractor;"—is that the fact? I have only that letter for it.
3200. Is it your opinion? It is not my opinion; my opinion is that the per-centage has not been retained, putting aside all other objections.
3201. How long has this contract been in progress? I believe it was commenced in the latter part of January, or the beginning of February, and it is in progress at the present time.
3202. Do you know how often the Commissioner visited and inspected this contract? I have seen him there I think three times—three or four times.
3203. During the time you were there? Yes.
3204. From February until when? I have met him when I had not charge of the works.
3205. From the nature of road-making, does it not require constant supervision? Constant supervision.
3206. If the pitching were performed, and covered with metal during the absence of the Commissioner, it would for some time be impossible for him to say whether the road had properly consolidated, and the pitching had been properly performed? It would soon speak for itself—the traffic would tell whether it had been consolidated or not.
3207. Do you know some new road just this side of Doughboy? Yes.
3208. How was that work done? I believe that was done by Mr. Martindale.
3209. Was it a cutting? There was a considerable amount of cutting and earth-work.
3210. Was it pitched? The greater portion of it was pitched.
3211. Was it coated with metal after that? A portion of it was coated with metal.
3212. The portion that was pitched—had that a coating of metal? Yes; a portion is pitched and metalled, and a portion is pitched, and I cannot say gravel, but mud or pipe-clay was put on it.
3213. Was pitching put over that pipe-clay? Not to my knowledge. I think they were doing something of that sort when I was coming down the range, but I did not take particular notice.
3214. Then you do not know whether that road has been pitched over what they call gravel or metal? I believe it has been, in one or two particular places.
3215. I see by the plans and specifications, the cuttings are to be thirty feet wide? Yes, they are nearly all cut to that width.
3216. I understood you to say that the line was altered after the contract was taken? It was altered after the contract was taken.
3217. Who altered it? Mr. Collett, I believe; he did not adopt Mr. Bennett's line, which had been let to the contractor.
3218. You said that in adopting the new line he had done away with two bridges, which, if they had been erected, would have cost £2,000? Yes, they would have cost fully that.
3219. Who had the benefit of that saving—the public? On the other line there was an extra quantity of earth-work, but I do not think it was an equivalent. I have taken out the calculations myself, and I think instead of the contract being £7,000 it ought only to have been £6,000.
3220. There should have been some deduction? Fully £1,000 should have been deducted for taking the contract as it was altered.
3221. Instead of a reduction there was an increase of £700 odd? Yes.
3222. What is the usual price of cutting, per cubic yard? The price paid to the contractor for one portion of the contract, 1s. 5d., and for the extra work, 1s. 10d.
3223. What is the value of metal—what is it broken for per yard? It can be broken there for about 2s. 6d. per yard, and some of it can be broken for less.
3224. That is for the breaking only? Yes.
3225. What would be the cost of quarrying and laying it upon the road? The metal is all handy; there is not half a mile lead upon any portion of the contract for drawing.

3226. What do you think metal can be got for, broken, spread, and finished, per yard? The price the contractor was paid he could get a good profit from. Mr. Robert Quodling.
3227. What was that? 6s. 6d. a cubic yard.
3228. You handed in a letter, or a copy of a letter, from Mr. Bayley, to the Commissioner of Roads, dated 27th June, 1861, recommending some extra work, and the prices which should be allowed? Yes; I handed it in as a letter I received from Mr. Bayley. 12 Dec., 1861.
3229. This letter was dated 27th June, 1861? I believe that was the date.
3230. *By Mr. Dalgleish*: What could the stone be broken and spread on the road for? I could make a profit of fully 1s. a cubic yard out of the price of 6s. 6d. I could make more if I were allowed to use shale.
3231. How much more could you make out of it, if you were allowed to use shale? I could make a shilling a yard more; it would cost a shilling a yard less for breaking.
3232. *By Mr. Lucas*: Speaking of that letter from Mr. Bayley to the Commissioner, recommending the extra work, and the price to be allowed for it, did you see a copy of that letter in the handwriting of Mr. Collett? I did not; but Mr. Bayley told me he had Mr. Collett's letter, and I asked him to write on the back of the letter that he had the original draft, and he did so, and his memo. is on it, stating that he holds the original draft, and that the letter alluded to is a fair copy.
3233. That letter you handed in? Yes; a fair copy of the one given to him by Mr. Collett, and sent in as an original from himself.
3234. Then are we to understand that the Commissioner requested Mr. Bayley to copy the document, and forward the copy to him, as if it had originated with Mr. Bayley? Yes.
3235. Then the recommendation for the extra work, as well as the prices, came from Mr. Collett, and not from Mr. Bayley, as the letter would lead one to suppose? From Mr. Collett.
3236. Did you ever see any other documents of the same nature, from the Commissioner, or any other superior officer? No; but there is a similar instance, where Mr. Collett let the task-work, and directed me to send in an estimate, after he had already let the work to the contractor. I sent in an estimate, and stated that I forwarded the estimates of such a work, at the prices agreed upon by himself.
3237. After agreeing for the prices he requested you to send in an estimate, after telling you the prices he had made an agreement for? Yes.
3238. What was the use of such an estimate? I suppose he wanted it for his own purposes.
3239. Did you ever measure these cuttings at Doughboy Diversion? Yes, I have measured the most of them.
3240. There is a large cutting which you and Mr. Donaldson measured, did you not? Yes, we measured several cuttings—I measured so that I might be able to give information.
3241. Was there one that contained about 10,000 yards? I do not know a cutting that contained that quantity.
3242. What contract had Mr. Martindale upon the Northern Road? The Doughboy Diversion; and he had the extension from the end of the Doughboy contract to the Willow Tree. He had also some other work, extras, to contract at the village of Doughboy Hollow. I think he had some other works upon the lower portion, but I can only speak to my own district.
3243. Was not that the principal work upon the road? Yes.
3244. Do you know the amount of money spent upon the Northern Road this year? No. There is an extensive clearing contract carried out through the whole district—throughout the whole line I had charge of.
3245. How did you get the information that £6,000 had been paid upon the works to that date? I was told verbally by Mr. Collett that £5,500 had been paid.
3246. When? Either on the 11th or 12th September. Since then there had been a £200 payment, and a £300, making £6,000 in all.
3247. That left only £1,000 to be paid upon the contract? It left only £1,000.
3248. Mr. Hannington's letter to you, dated 24th October, stated that there was from £1,800 to £2,000 worth of work to be done, and that Mr. Martindale had drawn something like £2,200 over what was agreed upon? Yes, fully that amount of money.
3249. You handed in a specification, did you not, of the work? Yes.
3250. Do you know whether that was the specification under which the works were originally tendered for? I believe that to be a copy of it.
3251. Do you know whether the original tender or contract was for a lump sum or a schedule of prices? It was advertized to be let at a schedule of prices. The copy I handed in is a fair copy of the one forwarded to me at the time it was advertized.
3252. How was it changed into a lump sum? By the letter I have referred to—Mr. Bayley's letter.
3253. Have you any idea of the value of the works done, according to the schedule of prices? Yes, I have taken them out, to arrive at the statement I have made there, with reference to the value of the work to complete it at that time.
3254. I am speaking of the present line of road, if properly completed according to the schedule of prices at which the contract was originally tendered for—what would be the value of the work; would it amount to £7,000? No, I think it would amount to only £6,000, that is at the schedule of prices the contractor has taken.
3255. What is the schedule of prices? I have not any official copy to hand in to the Committee.
3256. *By Mr. Hoskins*: Have you ever seen the schedule of prices? I have seen it; at least I have seen a copy.
3257. *By Mr. Lucas*: Do you know Mr. Donaldson? Yes.
3258. Who is he? He was agent for the contractor, Mr. Martindale.
3259. Did you and Mr. Donaldson measure a cutting at Doughboy Hollow? Yes.

- Mr. Robert Quodling. 3260. Why did you measure that cutting? Because I had not confidence in Mr. Collett.
- 12 Dec., 1861. 3261. Why did Mr. Donaldson measure it? I asked him to assist me and he did so; but the contractor did not know he was doing it.
3262. What were the contents of the largest cutting? The quantities I make for the largest cutting, and they can easily be checked by cross sections, are 14,300 cubic yards.
3263. That is the contents of the largest? Yes. I have taken these quantities out from the cross sections.
3264. Did Mr. Donaldson assist you in measuring that work? Yes, in taking the depth.
3265. You understood that in the first instance that was to have been done by a schedule of prices? Yes.
3266. You never knew it was to be altered to a lump sum till you received this letter signed by Mr. Shairp? Of course the letter I received from Mr. Bayley told me it had been altered to a lump sum. This cutting was measured by Mr. Donaldson and Mr. Hannington, and they made a less amount than I did.
3267. A less number of yards? A less number of yards; and I found out an error of 200 cubic yards in the cutting.
3268. This cutting was included in the lump sum? Yes.
3269. What is the price for cuttings and earth-works in that neighbourhood? Earth-works can be sub-let at about a shilling a cubic yard. There is no running required, of any extent.
3270. I am speaking of the works as they are, including runs and everything? They can be done for 1½d. a yard right through.
3271. You say there were about 700 yards of shale broken—did you report this? I have not reported it; I have pointed out the shale to Mr. Collett, and he said he approved of it.
3272. You shewed the shale which you disapproved of to Mr. Collett, and he said he approved of it? Yes.
3273. Is this the sort of shale (*referring to specimens lying on the table*)? Yes, similar to that.
3274. When did you do that? I also reported about the metal not being broken down to the two and a half inch gauge—the trap is not, the shale is. I mentioned, on August 16th, that this was not done.
3275. *By Mr. Garrett*: Did you report that in writing? Yes.
3276. *By Mr. Lucas*: According to the documents you have handed in, the contract was, to supply 2,600 yards of basalt? Yes.
3277. Was the price of that 2,600 yards included in the lump sum of £7,000? Yes, I understood Mr. Bayley so from these documents.
3278. From the letter which you handed in, which went from Mr. Bayley to the Commissioner? Yes.
3279. This shale, when it is exposed to weather, will it slake like lime? It will not stand any traffic; it does not stand the weather well.
3280. It slakes like lime? Not to any great extent; not like lime, but it will not stand the weather; neither will it stand any traffic.
3281. You said there was actually broken 1,584 yards—was the 700 yards of shale included in that 1,584 yards? Yes, that was the total quantity paid to the contractor.
3282. Then, in reality, there was only 884 yards of metal broken? That is all.
3283. Were the bridges also included in this lump sum? Yes, I believe they were.
3284. Were there any alterations or extras with reference to the bridges—we have heard that the bridges were extended from twelve to eighteen feet? Yes, and some of the bays were done away with; some of these were two less than the second drawings sent from the Office—the bridges on the D line. After this arrangement drawings were sent for bridges on the D line, that was the deviation line; and these bridges were not carried out according to the drawings sent from the Office. In one bridge there were two bays omitted.
3285. The other bridges were extended in width? Yes, they were made wider.
3286. Was the same number of piles put in as originally intended? Not on this D line. I have handed in a memo. of Mr. Collett's, which he made in Mr. Bayley's book.
3287. Can you tell us the number of piles? Three only have been used, and there is a memo. that three piles were to be used instead of four in the bridges on the D line.
3288. Then, although the bridges were extended in width, they had fewer piles than was originally intended? Less piles, and no more girders.
3289. With reference to the spiking, Mr. Hannington says that there was only one spike at the end of the flooring—is it not necessary that there should be two spikes at least put at the ends? It is necessary, but they were not put in at the time I made these notes.
3290. No matter whether the bridges were extended in width or not, there should be two spikes at the end of each slab? Yes, there should be.
3291. I understood you to say that you were told before two witnesses that two clauses were struck out of the specification? I was told with reference to the clearing, by Mr. Collett, that it would do, he was satisfied. I was told with reference to the consolidation, when I pointed it out to him, that he was quite satisfied, and he directed the contractor to go on with his work. Mr. Donaldson was present, and a workman whom I can bring forward who heard him; Mr. Donaldson took a memo. of it at the time, as I directed him to do so; I directed him at any time that Mr. Collett made any remark, to make a memo. and keep a copy of it, so that it might be produced if there were any dispute afterwards.
3292. This was done after Mr. Collett was appointed Commissioner of course? Yes.
3293. You say that he told you personally? He told me personally.
3294. You have been asked questions on several occasions which you have declined to answer—why have you declined? Because I have not documents to hand in; many of the documents I require are in the department, and can be moved for.
3295. Have you been offered a situation since you resigned? No.

3296. No situation has been offered to you since you resigned? No.
3297. Did you hold out any inducement to Mr. Hannington to write that letter? No inducement. Mr. Robert Quodling.
3298. You told him previously to his writing that letter that you intended to resign? Yes; I told him I had objected to certain works, and that if he thought my objections well founded he might send in a letter to me. I had no objection to let him see the notes I had made, and he could compare my notes with the specification. He was present of course when I was going through this work, and he wrote that letter. 12 Dec., 1861.
3299. You have objected to hand in certain documents, can the originals of those documents be obtained from the Works Department? A great number of them. I have my reports in a book, and as it is a private book I do not like handing it in to the Committee.
3300. You made several written reports, did you not? Yes.
3301. Can you give the Committee the dates of those reports? (*The witness referred to a memorandum book*) One is dated September 30th; another, November 5th; and another, August 16th. I have not the dates here, but my reports can all be obtained at the Office.
3302. Did you object to these works personally to Mr. Collett? Yes.
3303. Can you refer to the dates—was it on the ground? Yes; I objected to the metalling when Mr. Collett paid one of his visits. I think Mr. Bayley made a note at the time. I always objected when I had an opportunity of catching Mr. Collett on the works. The last time he visited the works I pointed it out to him. I think it was either the 11th or 12th September when I received a reprimand about stopping the contractor. I referred Mr. Collett to the consolidation clause, but he persisted in allowing the contractor to carry on.
3304. I suppose the originals of all these documents you refused to hand in can be got from the Office? A great number of the documents are there.
3305. Have you any objection to give the Committee a list of the documents you refuse to hand in? There are many documents I have not in my possession to hand in.
3306. The dates of those you think can be obtained from the department? I cannot—I have a number at Tamworth.
3307. Who is the contractor for Bendemeer bridge? Mr. Dowell.
3308. Who selected the site? Mr. Bennett, the Engineer for Roads, and Capt. Martindale.
3309. They were your superior officers? Yes.
3310. Did the foundation of the bridge ever sink? Never to my knowledge.
3311. Was the bridge carried out according to the plans and specification? It was.
3312. Was it inspected by your superior officer? It was, if you can call Mr. Collett's visit to the work an inspection visit. He was on the work, but he never made any comment whatever. He was on the works when the first abutment was completed—the abutment on the Tamworth bank of the river.
3313. In the case of this bridge you were found fault with for giving a certificate? Yes, I received a letter from the Office, stating that the money on account of this contract should not have been paid till the work had been inspected by an officer of the department from Sydney. In reply to that I wrote the following letter to the Commissioner. (*The witness read the same. Vide Appendix B.*) I have the Engineer's letter directing me to found on the shingle, and my letters with reference to this Bendemeer bridge can all be obtained in the Office.
3314. Was any fault found with the manner in which that work was performed? There was never any fault found with the work; the only fault was that found by Mr. Collett about the certificate.
3315. A flood came immediately after the bridge was finished, and washed some of the green mortar out of the joints? Immediately after the abutment was built the flood came.
3316. What damage did it do? It took the mortar out of the joints, and left the joints and beds quite open.
3317. Did it carry away any masonry? It did, a portion of it; when the mortar was taken out of the beds some of the masonry was displaced—a few of the stones came out.
3318. Was it built of stone or brick? Of stone.
3319. Was it to be set in cement? No, to be set in mortar.
3320. And it was so set? There was a portion of it set in cement—the cement was supplied by the Government. I wrote to the Engineer requesting him to supply me with sufficient cement to build the abutment above ordinary water level, and this is the reply I received—(*The witness handed in the same. Vide Appendix C.*)
3321. You carried out the works according to this instruction? Strictly according to my instructions.
3322. It was in consequence of the flood coming that the abutments were damaged? Yes.
3323. I suppose you know that some bridges which have been built for years between Campbelltown and Parramatta have been totally washed away by floods? Yes, I saw some of them. I would wish to hand in the specification for the Bendemeer bridge to the Committee.
3324. Is there a clause in that specification that it should be done to the satisfaction of the Commissioner for Roads? It states that it shall be carried out to the satisfaction of the Road Superintendent and Engineer for Roads.
3325. *By Mr. Hoskins*: According to the specification? Yes.
3326. *By Mr. Lucas*: Had the contractor to keep up the bridge for any period after being finished? No, he was to hand it over at once. The timber that was used in making the coffer-dam was to be taken from the contractor at the engineer's valuation, on the completion of the works; the cement was to be supplied by the Government, and the contractor was to be paid for the men employed in using the cement, and for using concrete where concrete was used. Some small portion of concrete was necessary on the abutment on the Tamworth bank of the river.

Mr. Robert
Quodling.

12 Dec., 1861.

3327. Government was to supply the cement? Yes, the contractor had nothing to do with the cement. I must explain to the Committee that this Bendemeer bridge was not in regular course masonry. I was directed by the engineer to build it, and the specification stated that it was to be irregular bond; so that a vertical as well as horizontal bond would be secured, and it was carried out strictly to those instructions. No course was to be flush on the top.
3328. *By Mr. Hoskins*: Was there any deviation from the original contract? There was no deviation.
3329. For what were you found fault with? That is the letter I received. I stated in my report, dated July 3, from Doughboy Creek, that the abutments at Bendemeer bridge were completed; that I had made out the balance, and had measured up the works finally; and then I received this letter, dated August 29, stating that I should not have certified to the balance.
3330. You will hand in copies of both those letters? Yes.
3331. Had your superior officer complained that the contractor had not carried out the contract with reference to the abutments, according to the specification? That is the only complaint they made to me; they said I should not have certified to the work till it had been inspected by an officer from Sydney.
3332. Had you any special instructions to that effect? I never received any instructions.
3333. *By Mr. Garrett*: Did you ever receive instructions to certify? It is usual, when a contract is finished; and I sent down the balance in every instance when a contractor had finished his contract under me. I forwarded the contractor's sheet, with my certificate.
3334. *By Mr. Lucas*: Were you requested to certify to that (*handing a paper to witness.—Appendix D to first day's examination*)? I did certify to that, and made that remark.
3335. "Certified as requested; but I do not think Mr. Martindale has done sufficient work to entitle him to this advance."—What did you mean by "Certified as requested"? I knew that voucher would be of no use.
3336. How were you requested merely by having this voucher forwarded to you? "Please certify and return."
3337. Whose writing is that? It was written by some one in the office; I think by Mr. Shairp.
3338. Is that in pencil? Yes.
3339. You did certify, but put this note? Yes—"Certified as requested; but I do not think Mr. Martindale has done sufficient work to entitle him to this advance."
3340. You sent that to the office in Sydney? Yes.
3341. Some time after, it was returned to you, with some other remark? Yes—"Mr. Quodling will please not to make any remarks *in ink* on the voucher. This cannot be forwarded to the Auditor General on account of this unusual proceeding. If Mr. Quodling had not stopped Mr. Martindale from going on with his pitching much more would be then due, and this was done contrary to the recent circular.—W. R. C., 7/9/61. Mr. Quodling to note remarks, and certify to fresh voucher herewith, to be returned. 7/9/61." I did not send fresh vouchers, nor did I return this.
3342. Why did you not send another voucher as requested? Because I knew the contractor had not done the amount of work to entitle him to the advance, and I was not going to lend myself to any person.
3343. That was the reason you held that back? Yes.
3344. When Mr. Collett visited the works, how did he inspect them—did he remain long upon them? No, a very short time; he just walked through.
3345. Did he stop a day there? He took a day altogether; he walked from Murrurundi to the Willow Tree, and back again to Murrurundi.
3346. How far is that? I think eleven miles from Murrurundi to the Willow Tree. He would go through to the Willow Tree, and return the same evening. I never knew him to visit the works twice the same day.
3347. There is another voucher I see for £500 (*referring to a document previously handed in.*) This has also, I see, written upon the face of it, in pencil,—“Mr. Quodling please certify”—did you certify for this? No.
3348. Why? At the time I refused to certify to that other voucher I did not know of this £500, and I did not receive that until the 30th October to certify to, although it was made out on the 13th August. There is a pencil memo. on it from the clerk.
3349. This was paid on the 30th of August, and was not forwarded to you to certify till the 30th October? That is the date I received it at Tamworth.
3350. Do you know what description of timber was used in these bridges? Principally stringy-bark.
3351. Do you know of any white gum having been used? No.
3352. I understand that the principal objection you have to the bridges is with reference to the tarring—the works are tolerably good? Generally the work is pretty well carried out, what there is of it.
3353. You say the excavations are properly performed? They are not all completed.
3354. Was there any of the earth-work tipped into the creek at the Doughboy? Yes.
3355. To stop the watercourse? Yes; both at the big cutting and at the cutting north of the retaining-wall.
3356. Does that involve the necessity of having a fresh watercourse cut? Yes, it will do so.
3357. What will be the probable expense of cutting that watercourse? It will cost a considerable amount.
3358. What do you call a considerable amount? I did not take out the quantities for the one north of the retaining-wall, but I think it will cost £50 or £60 to divert the stream at that particular spot.

3359. *By Mr. Hoskins*: Did you give an estimate yesterday? That was for the big cutting.
3360. *By Mr. Lucas*: I am speaking of the expense it will cost to open these watercourses—are we to understand that there are two watercourses filled up? Yes, there are two filled.
3361. What will be the probable expense of those cuttings? About £70 or £80 the two.
3362. Do you know whether these have been let? One has been let—the smaller of the two.
3363. By the job, or at per yard? At 2s. a cubic yard.
3364. Is that the usual price? No.
3365. What could you have got it done for? 1s. a cubic yard.
3366. Is that in consequence of there being any carting required? No, it is only casting.
3367. You have said the same cutting would cost 14d. a yard? Yes; that is allowing for a slight lead.
3368. Would you have allowed this earth to be tipped into the creek, if you had your will? No, I would not; I made the contractor shift a great portion of the earth-work.
3369. According to the specification, he had to put it where he was required by the Superintendent of the road? Yes, up to a certain length.
3370. If it had been tipped where you required it to be tipped, would it have necessitated the cutting of these new watercourses? No, the watercourses would not have been required.
3371. There was some masonry—was that performed according to the specification? No.
3372. Will you shew where it is deficient—there is the clause (*referring to the specification*)? The principal portion of the work is done very well; but it states here that the wall is to be coped with a heavy course, not less than two feet in width, and the back of the wall to be built with sets-off, as in the drawing. That has not been carried out; the coping has not been put upon the wall at all, and Mr. Collett has arranged to pay Mr. Martindale an extra price for placing this coping on the wall, although it should have been carried out at the same price as the rest of the work.
3373. How do you know such an arrangement was made? Because they were speaking of it together, and Mr. Collett told me to send in an estimate of the probable cost.
3374. Although it is specified there to be carried on at the same price? Yes.
3375. *By Mr. Hoskins*: How many lineal yards of coping are there? I have not the drawings. Mr. Bayley can give you a great deal of evidence about that.
3376. *By Mr. Lucas*: Has the formation clause been properly carried out? No.
3377. In what respect? The traffic has not been turned on in fine weather, nor is the formation consolidated as specified there.
3378. The metal clause, has that not been properly carried out? It has not been carried out; it has not been broken to a two inches and a half gauge.
3379. Is it the best metal? A portion of it is the best, as I stated before.
3380. That is the 884 yards you have spoken of? Yes.
3381. 700 yards are not of the best metal? No, it is of an inferior quality. The specification also states that the metal is to be put on in two coats.
3382. Was it put on in two coats? No; the first was to be consolidated before the second was to be put on, and the second was not to be broken until the first had been spread, in order that it might be seen that the contractor had put the proper quantity on—to check that he did.
3383. That check is best carried out by having the heaps on the road measured? Yes; and when the first is spread then the second coat may be broken.
3384. Will you read the clause with reference to ballasting, and see if that has been carried out? There has been no ballasting on the line at all.
3385. How do you account for that? There was none ordered by Mr. Collett, and none required. There is a clause here about ballasting “should any be required,” but none was required.
3386. Will you look at the clause about “slopes,” and see whether that has been carried out? (*The witness read the clause.*) There has been no trimming done at all to any of the embankments.
3387. Is there anything else deficient? The slopes and cuttings have been generally carried out according to this, but there have been one or two instances where they have not, where the slopes have been made more than is shewn here.
3388. *By Mr. Hoskins*: Have you made any statement before this Committee relative to matters of fact which you are not prepared to verify on oath if necessary? Any statement that I have made with reference to these works I can certify on oath—any matter of fact that has been brought forward.
3389. With reference to this coping, can you give an approximate estimate of the length of coping that has been constructed, and which ought to have been charged at the same rate as the other work? My meaning is this, that the coping should be put on the wall and carried on at the same price per cubic yard as the other work; that the wall was built by the contractor up to the level of the coping, and then the coping was not required, and Mr. Collett was going to arrange with the contractor to give him an extra price for that work, as the contractor refused to carry out the coping.
3390. Do you think it was necessary to have any coping on that wall? Yes, very necessary, in order to protect the wall from the weather.
3391. What was the length of the coping according to the specification—how many lineal yards? I cannot tell from memory; the quantity is not down on the specification.
3392. There is no stone coping erected? No.
3393. And you think it is necessary there should be, for the preservation of the wall? I do.
3394. Do you think there has been any coping placed on the wall since you resigned? There may have been since I resigned, but I cannot speak of what has taken place since I left. There may be masons employed doing it now.

- Mr. Robert Quodling. 3395. Did you not state that Mr. Collett directed you to make an additional estimate for the coping? Yes.
- 12 Dec., 1861. 3396. Will you give us the purport of the conversation? He told me to prepare an estimate for the coping of the retaining wall.
3397. An additional estimate? Yes; and afterwards he told me it was not to be done at present; it was to wait till the 1862 money was voted for it.
3398. And this coping was included in the original specification? Yes.
3399. What was the date of this conversation? September 11th.
3400. Can you give us an approximation to the expense that would be occasioned by putting a coping on this wall? The difference in price would be considerable; stones averaging two feet in width could not be supplied so cheaply as rubble masonry; although it was specified to be carried out at the same price.
3401. Can you give us an approximate estimate of the cost of the coping of this wall? I cannot; but I can state that it was not carried out.
3402. *By Mr. Dalgleish*: How much per yard? £2 10s. a cubic yard for the coping.
3403. How many yards would be required? I could not tell from memory. Mr. Bayley could give that.
3404. *By Mr. Hoskins*: Have you ever been censured for making remarks in ink on other contractors' papers? Never.
3405. Have you ever done so before? I have never had occasion to do so with any other contractor.
3406. Can you tell us the date when you, in company with Mr. Donaldson, measured the excavation at this last cutting? We took measurements every time I visited the works. I think the 28th October was the last time I took a lot of depths with Mr. Donaldson.
3407. Was that subsequent to your resignation? I resigned on the 24th.
3408. Did you not, in reply to Mr. Lucas, state that 14,300 yards had been removed from this large cutting? Yes.
3409. Were you furnished with a schedule of prices for this large work? No.
3410. Have you seen the schedule of prices? Yes.
3411. Who had it? I saw it in the hands of the contractor.
3412. Of Mr. Martindale? Yes.
3413. Did Mr. Martindale tell you that was the schedule of prices? Yes; and I think Mr. Bayley had a schedule of prices.
3414. Do you remember the schedule of prices for excavation, per cubic yard? Yes, 1s. 5d.
3415. Have you made a calculation of the amount Mr. Martindale received for this cutting, and the amount he should have received according to the schedule of prices? I have not made a calculation, but I have given in the quantities, and you can take the amount paid. I do not know the amount the contractor has been paid on account of these cuttings. I was never asked to give an estimate for them.
3416. Do you not know how much excavation you have certified for as having been performed? I know the quantities I certified for with Mr. Bayley.
3417. Do you know how much excavation Mr. Martindale has been paid for? I do not know how much he has been paid for; it was to be a lump sum, and the earth-work was not taken out separately.
3418. Is it not customary, in making an estimate of the cost of carrying out any work, to make an estimate of the cost of the various kinds of work comprised in it? Yes.
3419. Do you know whether an estimate was made of the cost of excavation originally? I know of no other documents than those I have handed in. When I asked Mr. Bayley to explain how he arrived at the sum of £7,000, he stated that Mr. Collett and Mr. Martindale had made the arrangement, and that Mr. Collett had given him the document to give me, with the original measurement made by himself. He could not give me any other information.
3420. Have you ever remarked, in any other contract, that estimates have not been sent in of the different descriptions of work to be performed, and the prices? In other contracts a detailed estimate was sent in.
3421. And the price to be paid for each description of work? Yes.
3422. This is the only exception you ever knew? This is the only exception I have ever known.
3423. What was the price per cubic yard you paid, in those contracts you yourself had the power to allot to contractors? For that description of work, about 1s. a cubic yard, some of it 14d., but I could get plenty of men to do it for 14d.
3424. What did Mr. Martindale receive? 17d., I think.
3425. You have seen the prices? Yes, but I should like to have the schedule laid upon the table; I have not the Government document to produce.
3426. Why do you say it was 1s. 5d. a yard? I saw 1s. 5d. on the document, and I was told by Mr. Bayley it was 1s. 5d.
3427. Then you do not know the gross amount Mr. Martindale has received for this cutting? Not for this cutting; I know the gross amount he has received on account of the work, but to single out each item I could not.
3428. You say that Mr. Martindale has received £2,200 more than he was entitled to under his contracts,—will you tell us what contracts, and how you arrive at that conclusion? By the statement I have handed in, by the quantity finished at the time the last payment was made.
3429. Has he received £2,200 in excess of what he ought to have received on this one contract? Yes, and if you money out the quantities I have given—and I am ready to swear to those quantities—you will find that my statement is correct.
3430. How many contracts have you yourself allotted to persons to perform? I could not tell you the number.
3431. I mean on the Northern Road? A considerable number.
- 3432.

Mr. Robert,
Quodling.

12 Dec., 1861.

3432. Give us an approximation? I cannot guess.
3433. Were they fifty? Yes, more than fifty.
3434. What was the maximum amount of the contract you had the power to allot? I could not tell you from memory.
3435. Give a rough guess—has it been £500? I could not give a rough guess.
3436. Have you let to the amount of £500? No.
3437. Have you to the amount of £100? Yes.
3438. Have you £200? I do not think I have.
3439. Have you in excess of £100? I think I have.
3440. Who directed you to allot these contracts? The Commissioner of Roads.
3441. Did the Commissioner of Roads express his approval or disapproval of the manner in which you allotted these contracts, or did he give you instructions as to the manner of allotting contracts? He gave me no instructions.
3442. Did you allot these contracts, or were they subject to competition? In most instances they were advertised.
3443. Where did you advertise them? In the local papers. The *Tamworth Examiner* and the *Armidale Express*.
3444. What was the average price paid for excavation similar to this cutting? There was no excavation; they were for ballasting and approaches to bridges. The excavation in the approaches to Tamworth bridge was of a different character to the portion you are referring to; it had to be carted to and from the approaches.
3445. Have you never let any excavation in a contract similar to this, where there has been mere excavation without any carting? No, I included the ballasting and excavation together.
3446. Did Mr. Collett positively state you were not to measure the work performed by Mr. Martindale? Yes, he gave me positive instructions; and he told me at the time, in September, "In a month from this date send down a return for Martindale, for £500."
3447. Did he tell you that you were not to certify to work performed by Mr. Martindale? He did not tell me anything of the sort.
3448. What did he tell you in reference to this matter—what were the instructions he gave you with reference to Mr. Martindale? He told me no measurements were required; it was for a lump sum, and that I was not required to send in measurements. He stated, "In a month from this date you send down a return for Martindale, for £500."
3449. What was the date in September? The 11th of September. I think I said I would not do anything of the sort if I thought the contractor had not £500 due to him for his work.
3450. You have a distinct recollection of that? I am quite certain of it.
3451. Have you, on any other occasions, received similar instructions with reference to other contractors? Never; the proper vouchers had to be forwarded before payment was made.
3452. Do you know whether the Minister for Works has anything to do with these vouchers, or to give authorization for the payment of money on these vouchers, before payment can be made? I do not know what the Minister for Works has to do.
3453. As a Superintendent of Roads, you do not know that the Minister for Works has anything to do with the payment of money to contractors? I was not directly under the Minister for Works, and I do not know.
3454. Do you know whether Mr. Collett, before authorizing the payment of money to contractors, has to receive the sanction of the Minister for Works? I do not know whether he has or not.
3455. You said that Mr. Bayley had not received any intimation from Mr. Collett that Mr. Martindale was to commence the excavation before he was informed of it by Mr. Martindale himself? I say that Mr. Bayley had not received a letter informing him.
3456. Then Mr. Martindale was authorized to commence the work without Mr. Bayley, the gentleman in charge, knowing anything about it? Yes.
3457. Did you ever know a similar instance, where a Government officer in charge of works did not receive any intimation of a contract having been taken until he was informed by the contractor himself? I never knew an instance where the contractor was informed before the Superintendent, or that the Commissioner corresponded with the contractor without the correspondence going through the Superintendent.
3458. Did Mr. Bayley complain that he was treated with disrespect in this matter? I do not know whether he complained officially.
3459. He did complain privately? Yes, he has.
3460. Do you know whether he ever wrote officially to Mr. Collett, complaining that Mr. Martindale treated him with disrespect, or that he had commenced work without authorization from him? I do not know; I cannot tell what Mr. Bayley might have done.
3461. Yesterday you said that a complaint was made that you had not laid out the approaches rightly to one of the bridges for this contract—who made that complaint? I do not know that the complaint was made; the question was asked.
3462. The question was asked you by Mr. Dick? Yes.
3463. Is it part of your duty to lay out the approaches to bridges? Yes; it is a very simple matter.
3464. Have you a plan to go by? Yes.
3465. Was this carried out according to specification? Yes; any I laid out was laid out in a proper manner.
3466. Did Mr. Collett ever find fault with you, for the manner in which you had laid out the approach to a bridge? He could not, as I always laid the approaches out according to the plans I received.
3467. Did you ever receive any reprimand by letter, for the negligent way in which you had laid out the approach to this bridge? Never.

- Mr. Robert Quodling. 3468. Do you know whether, when Mr. Hannington was first engaged, he was able to measure work? He was not able when he was engaged.
- 12 Dec., 1861. 3469. *By Mr. Dangar*: Is he now? No; he is not competent now, at least I would not like him to take any work for me.
3470. *By Mr. Hoskins*: Would you, if some one had taken a contract from you, be satisfied to pay the contractor upon Mr. Hannington's measurement? Not by a long way.
3471. You say you have been accustomed to measure contracts for contractors? Yes.
3472. In what contractor's service have you been? In Mr. Randle's and in Mr. Gibbons' service, in Melbourne and in Sydney; I stated here yesterday that I was on the three lines of railway, and had the sole charge of the measurements up to the time that I left.
3473. How long were you in the service of these contractors? Better than five years altogether.
3474. What salary were you receiving at the time you were leaving them? £4 a week I had at the time I was leaving them; but I had upwards of that in Melbourne some six years ago.
3475. *By Mr. Arnold*: In whose service did you receive £4 a week? Mr. Gibbons.
3476. *By Mr. Dalgleish*: You say you have received much more—how much more have you received? I cannot state the amount from memory, but it was very hard work; we were at work morning and night, and received extra pay.
3477. In whose service were you then? Mr. Randle's.
3478. *By Mr. Hoskins*: You were employed on the Western Road previously to this? Yes.
3479. Had you charge of large contracts? Yes.
3480. Who was your Superintendent there? The Engineer for Roads.
3481. Did you ever, in any instance, know the contractor to receive money without the voucher being signed by the Road Superintendent, as to the work having been performed for which he was receiving money? I never knew an instance where a contractor could get money without the certificate of the Superintendent.
3482. Can you tell us what has been the per-centage retained by Government for the completion of contracts, in other cases than that of Mr. Martindale? It varies.
3483. What is the average? In some cases 80 per cent. is paid, in others 85, and in others 90, but on the average about 20 per cent. is retained, and in the Doughboy contract it is stated that 20 per cent. is to be retained.
3484. Do you know, as a matter of fact, whether 20 per cent was retained? It was not retained, according to the information I received.
3485. Who is the road overseer between Bendemeer and Armidale? Mr. Hawkins.
3486. How long has he been in the service of Government? Five or six years.
3487. Is he competent to measure work? Yes.
3488. Is there a road overseer between Doughboy Hollow and Bendemeer? No, between Doughboy Hollow and Goonoo Goonoo.
3489. What is his name? Hannington.
3490. There is no one between Goonoo Goonoo and Tamworth or Bendemeer? Yes.
3491. Who is he? I had charge of that portion myself.
3492. Were the road overseers entrusted with the disbursement of the public moneys to the contractor? The money is forwarded through the Superintendent.
3493. And paid by him to the contractor? By the road overseers to the contractors generally.
3494. Can you inform us, from your knowledge of the salaries paid to persons engaged in road-making generally, whether the services of persons accustomed to this business could have been obtained for the salary paid to Mr. Hannington? Persons could be obtained who understood measurement. An overseer's salary at £255 a year is better than a second class Superintendent at £400.
3495. You were speaking of Mr. Donaldson—is he capable of measuring work? Yes, he has had considerable experience.
3496. Do you know what salary he receives from Mr. Martindale? I do not know.
3497. Do you know the average salary of persons employed under contractors? No, I do not; I believe about £250.
3498. Persons who are accustomed to the work, and who can measure work? Yes.
3499. Do you know Mr. Clements, the road overseer at Murrurundi? I have seen him.
3500. Do you know anything about him? I know nothing about him.
3501. Did you hear that he had been dismissed? I have heard, but I know nothing about him.
3502. Do you happen to know whether he had a contract under Mr. Collett? I believe he has had contracts, but I cannot speak to that.
3503. Do you know Mr. Williams, the road overseer? Yes.
3504. Do you know how long he has been in the Government service? I think nearly twelve months.
3505. Do you know whether he could measure work when he was first engaged? I have understood so.
3506. Can he measure now? I cannot state from my own knowledge, whatever my opinion may be.
3507. Do you know whether he had been accustomed to road-making before he held that office? He might have been, but I should think he had not.
3508. Did you ever hear Mr. Collett state that he would make an efficient overseer when he had acquired practical experience? He said that at a public meeting.
3509. With reference to this letter which purported to have emanated from Mr. Bayley to Mr. Collett, but which was written by Mr. Collett, intimating that Mr. Martindale's contract would require extension, what induced you to take a copy of that letter? I did not take a copy of it; a copy of it was handed by Mr. Bayley to me.

3510. Did you ask Mr. Bayley for a copy of that letter? I asked for any documents he might have, connected with the works, and he handed me that among others.
3511. Are you sure he has the original? He told me he had the original; in fact, he wrote a memo. on the back to that effect.
3512. Can you tell us the date on which you got that copy from him? I think it was the 12th August.
3513. Previous to your resignation? Yes.
3514. Had you contemplated resigning then? No.
3515. Did he voluntarily tender this document to you? I asked him for the whole of the documents connected with the works, so that I would have something to guide me in carrying them out.
3516. Do you know whether this extended contract was allotted to Mr. Martindale in accordance with the terms contained in this letter—this letter ostensibly written by Mr. Bayley to Mr. Collett—was he to receive the amount specified? It stated that he was to receive it.
3517. Do you know whether he has received it? I am told that he received £5,500 up to a certain date, and that since that date he has had £500 lodged to his credit.
3518. How much is there still in hand? Leaving a balance of £1,000.
3519. Still in the hands of the Government? Yes.
3520. Then this extended contract was not let by public tender? I do not think it was.
3521. Did you ever hear it was? I never heard it was.
3522. Did you ever see it advertised? Never.
3523. Are you positively assured that Mr. Collett asked you to write this letter of 13th September to him, with reference to this cutting at Dougboy Creek? He did direct me to write it.
3524. As emanating from yourself? Yes, as an arrangement between me and the contractor.
3525. The arrangement was not made between you and the contractor? It was not. I had nothing to do with it at all.

Mr. Robert
Quodling.
12 Dec., 1861.

APPENDIX.

A.

15, Hunter-street,
4 December, 1861.

Dear Sir,

In answer to yours of this date, asking me if I think you competent to measure works, &c., I beg to say that I have every confidence in your measurements.

Mr. Robt. Quodling.

Yours truly,
JOHN GIBBONS.

B.

Tamworth,
29 August, 1861.

Sir,

I have the honor to acknowledge receipt of letter No. 61-1093, informing me that five casks of cement have been shipped for Bendemeer, also stating that the balance of the contract for the masonry should not have been paid, unless previously passed by you or some officer from Sydney. I respectfully beg to inform you that this was a task agreement made by Mr. Bennett, the late Engineer, and I was not aware that it was necessary to have the work passed as stated.

I will be careful that this shall not occur again.

The Commissioner of Roads,
&c., &c., &c.

I have, &c.,
ROBERT QUODLING.

C.

Road Engineer's Office,
Sydney, 11 December, 1860.

My dear Sir,

I have received yours of the 8th, from Tamworth and Bendemeer. It will take three months to get up cement, and nothing can be done to the superstructure until the cement is got up and abutments built; under the circumstances you had better go down as deep as you can, and found on the shingle, using the largest and flattest stones you can get, and cement instead of mortar for the bottom courses as far as your cement will go. I do not approve of mixing lime and cement—it spoils both. I send herewith tracing paper. Be sure you have a good solid foundation, secured from wash of water.

R. Quodling, Esq., Tamworth.

Faithfully yours,
WILLIAM C. BENNETT.

TUESDAY,

TUESDAY, 17 DECEMBER, 1861.

Present:—

MR. DALGLEISH,
MR. DANGAR,
MR. T. GARRETT,

MR. HOSKINS,
MR. LUCAS.
MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. Robert Quodling again called, and still further examined:—

- Mr. Robert Quodling. 3526. *By Mr Hoskins*: Here is a letter ostensibly from you to the Commissioner for Roads, dated 17th August, which you handed in to the Committee on the 11th instant (*the Hon. Member read the same*)—now, did you write this letter to Mr. Collett without any instructions from him? I had his instructions to write it; I had nothing to do with the letting of the work.
- 17 Dec., 1861. 3527. Had you his instructions to write this letter? Yes.
3528. Had you his instructions also to attach this schedule of prices? Yes; that is the estimate.
3529. For what work was this; what was it connected with? Extras on the Doughboy Diversion contract.
3530. What were the extras? As stated there, an extra portion of cutting for a drain to divert the present watercourse from foot of bank at big cutting, for a culvert, and for a piece of road opposite Evans' Inn.
3531. Is that all comprised in this £139? Yes.
3532. Has this anything to do with the cutting in the creek? Yes, that is the upper item—"200 cubic yards in drain, to divert present watercourse from foot of bank at big cutting, at 2s per yard."
3533. Then, did Mr. Collett arrange with Mr. Martindale as to the terms of the contract without asking your concurrence? Yes; he let the work without asking me anything about it.
3534. And he directed you to write this letter to him, intimating that this work was required, and that you had agreed with Mr. Martindale upon this scale of charges yourself? I do not know his object; he told me to write that to him.
3535. This letter is apparently from you to the Commissioner of Roads? Yes.
3536. You there state that you "forward an estimate for works?" Yes, at prices agreed upon by himself, not by me. In forwarding that estimate, I would not send it in as my own, but stated that they were not the prices agreed upon by myself, for I had nothing to do with the agreement.
3537. Do you consider the price to be paid for excavation here excessive? I think so; I can get it done for 1s. a cubic yard, mere casting out a drain.
3538. You could get men to perform similar contracts under you at 1s. a yard? Yes.
3539. Now, in the specification of this original contract, was any provision made, or any stipulation made, that the channel of this creek should not be filled up? No; the only clause in the specification was that the earth was to be deposited where directed by the Road Superintendent; but it is understood in all contracts that if a creek be blocked up by earth, there must be another outlet cut by the contractor, to secure his embankment.
3540. Did you at any time represent to the contractor that he ought not to have stopped up this channel? Yes; I have often shewn him that the wash of the water would carry away the embankment.
3541. But he persisted? Yes; he had the Commissioner's order.
3542. After your remonstrances did he persist in filling up this channel? Yes; he took no notice of my remonstrances at any time.
3543. Did he persist in filling up this channel? Yes.
3544. Did you point it out to Mr. Collett? Yes, he said it did not matter, he would cut a new watercourse.
3545. Did Mr. Collett tell you that Mr. Martindale would be paid an additional sum for cutting a new watercourse? Yes, he did.
3546. Did he previously, when you remonstrated with Mr. Martindale? No, he did not tell me then, but he has since agreed to give him these prices.
3547. Did you ever direct Mr. Martindale to remove the earth a farther distance away from the part of the embankment that overlooked this creek? I never directed him to remove it; I pointed out to him that he was blocking up the creek, and shewed him the clause in the specification, that the Road Superintendent had the power to direct the disposal of the earth for a certain length.
3548. Did you tell him where to deposit the earth? Yes, I pointed out to him that it would be better to use the good earth in the large cutting to top up the soft embankment. It was a very good description of material, and would have been very good for repairing the portion of the road where the surface was a dark soil.
3549. Would he have had to remove this earth a farther distance if he had obeyed your instructions? Yes.
3550. If he did not do so, he disobeyed your orders? Yes.
3551. That was a violation of the contract? Yes.
3552. Can you give an approximate estimate of the gain which accrued to Mr. Martindale from stopping up this creek, beyond what he would have received had he deposited the earth where you told him? The way the cutting is carried out now, it is just casting; if the earth had been removed to the place I directed there would have been carting, which would have cost 2d. or 3d. a cubic yard more.
3553. Therefore to that extent he is a gainer? Yes. There is a difference in the lead; he has had no carting to do in this cutting—it is all shifted by barrows.

3554.

3554. Yet by the terms of the contract, he was to deposit the earth where directed by the Road Superintendent? Yes. Mr. Robert Quodling.
3555. You remonstrated with Mr. Collett? I have told Mr. Collett it was very objectionable to throw the earth in the creek in that way—the roadway would never stand. 17 Dec., 1861.
3556. This letter also refers to some other contracts which were let without competition—“200 cubic yards of road to form, pitch, and metal, from end of present contract to Evans' Inn, £104.” That is part of the Doughboy Extension? Yes; that was let in Evans' Inn; it was not subjected to competition, nor was reference made to me about it.
3557. Has it been customary in any other contracts over which you have had charge, for the Commissioner of Roads, or your superior officer, to consult with you when making a contract with a contractor? Certainly; I never knew an instance where the Commissioner made a contract without consulting me as to the price; in fact I had orders to advertise in the local papers for the works I carried out.
3558. Can you tell me how many cases have come under your knowledge in which Mr. Collett has allotted contracts to contractors without submitting them to competition? Not many on my road—only these to Mr. Martindale; this is the most important; there is another contract for the extension of the Doughboy contract to the Willow Tree Inn.
3559. What contract is that? The building of culverts and ballasting of road; I forget the amount of the contract, but it can be very easily obtained in the Office.
3560. When did he obtain that contract? In June, I think.
3561. From whom did he obtain it? The Commissioner; I was told by him to give him the work.
3562. Can you give a rough guess of the amount of money involved in this contract? Something over £100; I cannot tell from memory.
3563. Was it let by public tender? It was not.
3564. In all other cases, with the exception of Mr. Martindale's contracts, had you, as Road Superintendent, orders to advertise any contracts to be let by tender? Yes, I had orders to advertise them. I did not advertise all the small contracts, but any that were at all large I advertised.
3565. What was the maximum amount of contract you yourself have allotted to persons, which have not been subject to competition? I could not tell from memory.
3566. Have you not memoranda to which you can refer? All my returns are in the Office, and can be easily obtained.
3567. Have you known Mr. Collett to let any other contracts to any other person than Mr. Martindale, without submitting them to public competition? No, he has not let any on my road.
3568. To no person? No.
3569. Not to Mr. Clements? Not on my road.
3570. Nor to Mr. Greer? No.
3571. Have you minutely inspected the works since you resigned? Yes, I have been through the works.
3572. Do you know as a matter of fact, whether any iron bolts or straps have been removed from any of the bridges? Yes, I saw the places where they had been shifted; I saw the holes before they were plugged, before the girder was altered, where the strap came on the pile.
3573. Had they been removed subsequently to your resignation? I believe they were removed about the time of my resignation; I could not speak positively, but I know the iron was removed.
3574. Were you cognizant of their removal when you were a Government officer? Yes, I think I was; it was pointed out to me by Mr. Hannington.
3575. Did you say anything about it? I spoke to the contractor's agent, and he said he had orders from the contractor to take them off. I told him not to shift any more till he heard more about it.
3576. Did he continue to remove the iron-work after you told him not? I do not think he did.
3577. Did you ever in your experience, know any contractor, or contractor's agent, to make any alteration in the mode of carrying out a contract without consulting the Road Superintendent? I never knew an instance where a contractor could do so, but he did so in that case.
3578. Did he tell you he had received any instructions from any person to do so? The contractor's agent told me he had instructions from Mr. Martindale.
3579. Did Mr. Collett know anything of this? No.
3580. What was removed? They are called screw tang bolts; they are bolted on to the pile and go through the girders.
3581. Then the whole superstructure rests upon them? They tie the superstructure upon the piles or piers.
3582. In the event of these bolts and straps being removed, do you consider it would endanger the safety of the superstructure? In cases of floods there would be nothing to hold it down.
3583. Have these iron bolts been replaced by any others? No.
3584. Are the holes empty in which the iron bolts were inserted? They were when I last saw them.
3585. There was nothing in the holes? Nothing.
3586. Have you heard that anything has been put in since? I have heard they have been plugged up.
3587. What with? Wooden plugs, and tarred over.
3588. Do you consider that wooden pegs or bolts would be equally as secure as iron ones with iron clasps? When I saw them they were merely plugged up; they are not wooden bolts; they are just plugs put in the holes.
- 3589.

- Mr. Robert Quodling. 3589. Were they solid pieces of wood inserted in the holes? Yes.
3590. Did they reach to both extremities? No; I think they were just driven in and tarred on the face.
- 17 Dec., 1861. 3591. You are not sure? No.
3592. You consider that the superstructure would not be safe in consequence of the removal of these iron bolts and straps? I think it would not; I think they are very necessary in the fabric.
3593. Do you know whether it was provided by the specification that iron bolts and straps were to be used? I am not sure; I think it states, and I think straps are shewn on some of the drawings.
3594. Are you sure they are? Yes, I have seen them.
3595. Then their removal would be a violation of, or a departure from, the original terms of the contract? Yes, I believe so.
3596. Have you ever heard of any persons represent that they considered the bridges were insecure in consequence of the removal of these bolts—any of the contractor's men? Many of the men were speaking to me about them, but of course I do not take any notice of what the men say to me.
3597. You know Mr. Greer and Mr. Clements? I have seen them; Mr. Greer has done some little work for me.
3598. Do you know whether they were engaged in going about with a list soliciting subscriptions? Mr. Martindale and Mr. Greer were, but I cannot speak for Clements; I believe he was, but I cannot speak positively.
3599. Do you know whether these men intimated to their employes that they would be expected to subscribe? I cannot speak positively, but I believe they did.
3600. Do you remember the day when Mr. Collett visited the Liverpool Range Road way with Mr. —, and expressed his final approval? No, I could not tell, I had no opportunity of knowing.
3601. Do you not know the day when he visited it? No; I recollect the time he was up there—it was in April—but whether he passed the work and gave the contractor his final certificate in April I could not say.
3602. Do you know when the road was finally opened? I could not tell the date. It was open and shut directly. There was a shower of rain.
3603. Subsequent to that road being open it was in a very bad state, almost impassable was it not, or was it a good road? The old road?
3604. No, the road made by Mr. Martindale? It was not a good road, because the gravel used was of a very inferior quality.
3605. On what portion of the road was the gravel inferior—the upper or lower portion? The upper portion—the gravel was better on the lower.
3606. Would there have been any difficulty in obtaining trap for metalling the road? There is an abundance of trap all along the road, and scarcely any carting would have been required.
3607. How soon after the ordinary traffic travelled over that new road was it in an almost impassable state? I could not tell you the date; it was the time of the heavy rain. It was a regular bog; the horses would go through the pitching and gravel into the formation.
3608. Did you ever hear that Mr. Martindale had to keep that road in repair for a certain time? He told me so.
3609. Did he tell you the conditions? I think he told me he was to receive £50 or £60 a month.
3610. You have a distinct recollection of the fact of his telling you so? Yes.
3611. Do you know what amount of labour was employed upon this road after it was opened? I used frequently to travel over the road, and I never saw more than two men—sometimes there might be three for a day or so—but there were two men kept regularly on it, I believe.
3612. How were these men employed—were they filling up ruts? Filling up ruts and attending to the road.
3613. Did he tell you how long he had to keep it in repair? He did tell me, but I could not recollect; some five or six months.
3614. What pay did his labourers receive? £2 a week I think they were getting; at least one of the men told me so.
3615. These were the men employed to keep the road in order? Yes.
3616. What was the date of your last visit to the Doughboy Diversion, subsequently to your resignation, when you minutely inspected all the works? The 28th October, I think, was my last visit.
3617. Have there been any material alterations in the work between the date of your resignation and of your last visit? No alteration; they were going on in the same way.
3618. Do you know whether the contract is completed now? No, I cannot tell; report tells me so in the papers, but it could not have been completed if there has not been an increase in the number of hands employed there since I left.
3619. Do you know Arnold Bridge, Murrurundi? I have seen it.
3620. Did you ever look minutely at the structure? Yes, several times.
3621. Can you tell me what kind of timber the floor is composed of? I could not, for it was tarred over, and I did not take particular notice.
3622. Did you ever look at it before it was tarred? I cannot say that I have minutely observed the flooring.
3623. Are you in the habit of using much timber on culverts and bridges on the road? I have been, a good deal.

3624. Do you consider white gum a good timber for bridges? No; I would not use it for anything.
3625. Why? Because it is not a durable wood.
3626. In the course of your evidence you have referred to a nephew of Mr. Collett, for whom you say Mr. Martindale performed some contract? Mr. Martindale told me he was going to complete a contract that Mr. Collett's nephew had failed to carry out. The contract was not in Mr. Collett's nephew's name, but in the name of Frazer; but Mr. Collett's nephew was the party carrying it out, and was the only party on the works. Mr. Martindale went over, paid all the debts of Mr. Collett, and completed his contract.
3627. What is the name of Mr. Collett's nephew? Mr. Benjamin Collett. He is now, or was, employed on the Western Road, as agent, or—I could not tell you what he is; but I believe him to be working with Mr. Martindale, on contracts on the Western Road.
3628. Has Mr. Martindale contracts on the Western Road? I believe he has; he told me so himself.
3629. Where was this contract you have alluded to—the contract Mr. Martindale was taken to finish? At Camden.
3630. In whose name was the contract taken at Camden? I think in the name of Frazer.
3631. Who was this Frazer? I do not know.
3632. Where is he now? I do not know where he is at the present time.
3633. Mr. Collett's nephew ostensibly had charge of the work? Yes; in fact, Mr. Collett's nephew told me so himself.
3634. When was Mr. Martindale removed from the Northern Road to this place—in what month? I think in the month of April; I would not be certain.
3635. Do you know whether this contract was let by public competition—this contract which Mr. Martindale was called upon to complete? Originally I believe it was.
3636. Do you know whether, when the original contractor failed to complete it, it was re-let by public tender? It was not.
3637. You feel sure of that? I feel certain of it.
3638. You know, as a matter of fact, that the contractor went away to the Southern Road? Yes, I saw him there.
3639. Did he remove any portion of his staff? Yes, and I saw him engaged on the Southern Road. I was not on duty at the time, but was away on leave.
3640. Were you in charge of the Northern Road at the time he removed his staff? Yes.
3641. Do you know how many men and what material he removed? He did not take a great deal of material, for I believe he purchased the plant and tools from Mr. Collett, or Frazer and Co., or whatever the partnership was.
3642. How long was he away completing this contract? I cannot tell you.
3643. Is it completed now? I do not know.
3644. In every case, with the exception of the contracts which Mr. Martindale had, was it compulsory upon the Superintendents of the roads to send in fortnightly vouchers of the amount of work performed by the contractor during the fortnight? I had a letter to that effect; but in the general conditions signed by the contractor it was stated that payments would be made monthly, at the rate of eighty per cent. upon the work performed. I received a letter from Mr. Collett that Mr. Martindale was to be paid every fortnight, at the rate of ninety per cent.
3645. Did Mr. Collett in every other case deduct the proper per-centage? Yes.
3646. Twenty per cent.? Whatever the proper per-centage was.
3647. In every other case but that of Mr. Martindale, did the Government or the Commissioner of Roads refuse to pay any money on account of work performed, until you had sent in a voucher to the head Office that a certain quantity of work had been performed? He never had an opportunity of refusing, for I always forwarded the vouchers; I never knew any moneys to be paid to a contractor without my voucher.
3648. In this case Mr. Collett gave special instructions that exception was to be made? Yes, he did by this letter.
3649. *By Mr. Garrett:* With regard to this letter instructing you to certify to payments to Mr. Martindale to the extent of ninety per cent., have you that? I have already handed it in. I have here the specification of the Bendemeer bridge, which I would wish to hand in.
3650. Is that the original specification? It is a copy which was handed to me.
3651. Have you not marked out a portion of that? No, those portions were crossed out previously.
3652. Did you not cross some of them this morning? Yes, but they were marked to be omitted before. I have obliterated them, to prevent their being printed.
- [*The witness handed in the specification, with the understanding, on the part of the Committee, that the original should be produced from the Office.*]
3653. The original contract for the Doughboy Diversion was, I think, six thousand odd pounds? £6,379, I believe.
3654. How was the remaining amount made up? I handed in a letter explaining that.
3655. It was for extra works? It was stated there to be for extra works.
3656. Were the works extra works? I know nothing more about them.
3657. From the character of the works, can you say whether they were such that the necessity for them could be discovered only after the work was commenced—could the necessity for them have been discovered when the work was originally designed? Of course it could, if proper quantities had been taken out before the contractor had signed.
3658. But were they extras, considering that they had not been included in the original contract? It states that they were extras, but I do not know that they were.
3659. From your knowledge of the procedure in contracts, is it not usual to give payment for any extra works not included in a contract? Yes; at a schedule of prices.

- Mr. Robert Quodling. 3660. Was that the proceeding in Mr. Martindale's case? I know nothing farther about it than the letter.
- 17 Dec., 1861. 3661. He got these payments because these were extra works beyond the original contract? I do not know anything about the works; Mr. Bayley could not explain anything about them; he could not tell me anything about them.
3662. You say that on the 11th September there was only £1,000 to be paid to Mr. Martindale; did that sum include the cost of these extras? I believe it did. I am not certain about the date being the 11th September, but I was told by Mr. Collett the amount paid, and since that £500 has been paid, which made up £6,000 to the date of the last payment. I could not state from memory whether it was the 11th of September, but I gave the date in.
3663. Did you measure the work of the big cutting yourself? Yes, and have computed the quantities from the cross sections.
3664. And you made the quantities 14,300 cubic yards? I gave in the quantities.
3665. Is that the actual quantity? That is the quantity I made.
3666. What was the amount estimated? I do not know; I asked Mr. Bayley to explain how he arrived at the £7,000, and he could not tell me.
3667. You mean the original contract? Yes; I wanted to know how he arrived at the £7,000.
3668. With regard to the big cutting, what was the amount estimated? I have already explained that Mr. Bayley was unable to give me any details.
3669. Was it paid for per yard, or as a lump sum? I know nothing more than what you see by the letter I have handed in; it states there that it is a lump sum.
3670. That is, the letter accepting the contract? The letter I have handed in to the Committee.
3671. When did you last measure the works? I forget now—I stated the date some time ago; I measured the works frequently—I was continually measuring the works.
3672. When did you last measure the works, for the purpose of reporting upon them? The last report I sent in was compiled from the reports I received from Mr. Hannington. The instructions I received stated that the reports sent in by the Superintendent of Roads were to be compiled from the last reports of the overseers.
3673. Was it part of your duty to measure the works? Yes; I wanted to know —
3674. Was it part of your duty to do so? I was told not to do so, but I did it for my own satisfaction.
3675. Then you admit that you exceeded your instructions? I have got the measurements.
3676. You admit that you exceeded your instructions? I do not admit anything of the sort; I think I had a perfect right to take them for my own protection.
3677. Were you responsible for the measurements—you say you were instructed to take your reports of the measurements from the reports of your subordinates? Yes, that was when I did not visit the works personally myself.
3678. When did you last measure the works? I forget now; I gave that in.
3679. Surely you can recollect the date? On the 28th October I made the last measurement.
3680. That was after you resigned? Yes.
3681. When did you last measure the works before you resigned? I forget now the date—it was on the date of one of my last visits.
3682. Try and recollect? I have given it in.
3683. Was there any period fixed for the completion of this contract? I believe there was a time fixed.
3684. What time? I could not tell.
3685. Do you know whether that time has expired or not? I believe so.
3686. On what grounds do you base that belief? I have some slight recollection about the time.
3687. Is it named in the specification? I believe it is, but I had no official information about the time.
3688. When you left, on the 24th October, the works were then in the possession of the contractor? They were.
3689. With reference to the report of Mr. Hannington, how was that drawn up? I have already stated that it was drawn up from notes made by myself.
3690. Are they in that field-book? No.
3691. Are they in a private book of your own? They are.
3692. Then it was Mr. Hannington's duty to measure these works, and not yours? No, it was Mr. Hannington's duty.
3693. You said you were instructed not to measure? Yes, but Mr. Hannington only obeyed my orders in doing what he did.
3694. When did you give him the order? I forget.
3695. Was it previous to the 24th or afterwards? Previous.
3696. What is the date of Mr. Hannington's letter? The 24th of October.
3697. This letter dated the 24th October, was it handed to you that day and drawn up that day? I do not recollect.
3698. When did you receive it? I stated to Mr. Dick that I was not certain about the time.
3699. You could not have received it before the period at which it was dated? I do not think I could.
3700. Where did you receive it? At Murrurundi—at Wightman's, I think; I am not certain, but these are matters, of course, I did not take particular notice of.

3701. You seem to have taken a good deal of notice of things? Anything that affected me certainly I did. Mr. Robert Quodling.
3702. To a certain extent this affected you; it is compiled from your notes? Yes, it is my own composition in a measure; he could not have written it without my notes. 17 Dec., 1861.
3703. Was it usual for Mr. Hannington to draw up his reports at your dictation? It was usual for Mr. Hannington to come to me for advice upon his reports.
3704. And then you had to report upon his report—was not Mr. Hannington under you in the office? He had nothing to do with the office.
3705. Had he anything to do with you? He was an overseer under me.
3706. To whom had he to report? To me.
3707. Did you think it a proper course to dictate to your officer what he should report? In that instance Mr. Hannington was not competent.
3708. In what respect? He was not competent.
3709. Could he write? Yes.
3710. Was this his own composition? No, I say it was not; it was compiled from my notes.
3711. Was it his composition? I took notes of the quantities to complete, I compared them with the memos. and shewed him the quantities required to be done, and he then copied that letter from the memos. I had shewn him.
3712. Do you think that a proper proceeding from a superior officer? They were the only documents I had with reference to the contract. I had no official documents to make him acquainted with the state of the contract.
3713. Was he left in charge of the work when you left? I think not.
3714. What occasion had you to hand over documents to him? It was not when I left. I said I had no official documents to hand over to him.
3715. Was it not Mr. Hannington's duty to inspect the works? Yes.
3716. And to report to you? Yes.
3717. Do you think it was proper that you should supply the material for a report and should then approve that report? It was only in that letter. I had fortnightly reports from him as to a certain length of pitching and metalling.
3718. You considered him competent to make that? Any schoolboy could do that.
3719. Could he take out the quantity in this cutting? No, he made a measurement with Mr. Donaldson, and by calculating the cross section I detected an error of 200 yards.
3720. You are not sure of the actual date, nor of the place where you received this? Yes.
3721. You admit that you supplied Mr. Hannington with your material? He came to me for advice; he could not know what was to be done without coming to me, for I had the notes and memos. of the work.
3722. He had the works to look at? Yes, but he could not tell the deficiencies without coming to me.
3723. With regard to the copy of the specification, where did you get that from? I think I have stated, from Mr. Bayley.
3724. Did Mr. Bayley state to you that that contained his original instructions? Yes, he handed that to me as the specification of the contract.
3725. Did he state that that was the specification? That that was the specification.
3726. He did not tell you where he got it from? He stated that he had received it from the Office. I had a similar copy, which was sent to me at Tamworth when it was advertised. That is a fair copy of the one I have in my possession.
3727. The contract you say was for a lump sum? I know no more than the letter tells me.
3728. Is that what you take from the letter? It states that it is to be for a lump sum of £7,000. I know nothing more about it.
3729. Being for a lump sum, would you consider it necessary to take all the measurements? Yes, very necessary.
3730. As the work proceeded? Yes, before advances were made.
3731. Supposing the contract were for a lump sum, and the big cutting contained 2,000 or 3,000 cubic feet more than the estimate, would that be the contractor's loss? I have already stated that I know no more than the letter states.
3732. You know the quantities that were estimated? I have given in the quantities actually taken out.
3733. Do you know the quantity that was estimated? No, I do not.
3734. With reference to the testimonial to Mr. Collett, did you subscribe to it? No, I did not.
3735. Did you ever subscribe to a testimonial to anyone over you on that road? I do not know that I ever did.
3736. Was a testimonial ever got up for Captain Martindale? I believe there was.
3737. Did you subscribe to that? Yes, but he was not over that road.
3738. He was over the roads? But he had left the department, and that was given by the officers and not by the contractor.
3739. After he resigned? I do not know whether it was after he resigned; it was about the time of his resignation. I know no contractor subscribed to that.
3740. *By Mr. Hoskins:* It was given by the officers of his department, as a testimonial of esteem? Yes, as a testimonial of esteem.
3741. Did you ever know testimonials to be given by contractors to public officers? I never knew of an instance.
3742. *By Mr. T. Garrett:* Do you know any reason why contractors should be prevented from joining in a testimonial of esteem to a public officer? I think if a Commissioner for Roads takes money from a contractor he must do something for that money.
3743. How many contractors subscribed? All of them.
3744. How much did it amount to? I believe about £50 or £60.

- Mr. Robert Quodling. 3745. A statement has been made in the paper that it amounted to a hundred guineas—is that true? I cannot say. I believe it was not so much.
3746. How much was subscribed by the contractors? I am not certain about the amount.
- 17 Dec., 1861. 3747. The testimonial was participated in by other persons, I presume? I believe it was, but it was carried round by contractors. I saw it in the hands of Mr. Martindale and Mr. Greer; they were collecting the money.
3748. You think that is one of the matters discreditable to Mr. Collett? Yes, I think it was discreditable.
3749. You say "many matters;" what are any other of the many matters alluded to in your letter? The general way in which Mr. Collett treats this contractor.
3750. In what way does he treat him? In the way I have already stated.
3751. What is that? I cannot give you the whole evidence over again without you put the questions over again.
3752. I ask you upon what grounds you base the charge that Mr. Collett behaves in a discreditable manner? I think the evidence has proved that.
3753. Let us have facts—when have you seen them together? Frequently.
3754. What passed when they were together? I cannot tell you what passed.
3755. How do you know he acted discreditably—we have this one fact, that he accepted a testimonial to which the contractors subscribed, and which they took round—what other fact have you? With reference to the payment of this money, and taking the personal explanation of the contractor in preference to the report of the Superintendent. I think that is very discreditable to a gentleman holding his position.
3756. When did he do that? I cannot give the date.
3757. With reference to what work? With reference to the Doughboy works.
3758. Have you ever had any conversation with Mr. Loder, with reference to this inquiry? Yes; Mr. Loder stated the conversation we had.
3759. At Wightman's? Yes, at Wightman's.
3760. On any other occasion? Yes, several times.
3761. Did you inform him before you came down the country, that you would press this charge against Mr. Martindale? I cannot give you any more evidence than you have already.
3762. I am asking you upon what you base your charge of Mr. Collett's having acted in a discreditable manner? I handed over the documents I received from the Office with Mr. Collett's remark, and said I would not submit to it; that I would shew the matter up if Mr. Collett persisted in doing it; that I would bring the matter forward.
3763. With reference to this voucher? With reference to the work generally. Mr. Loder was speaking then about the work at Liverpool Range, and several other contracts.
3764. Have you yourself any contracts on the Northern Road? No.
3765. In the Northern District? No; nowhere.
3766. Were you present when the site of Bendemeer Bridge was decided upon? No; I was present when Mr. Bennett pointed out the site that had been determined on.
3767. Was Mr. Collett with you then? No.
3768. Is it usual to ballast a road as well as to pitch it? I do not know about its being usual.
3769. Do you consider it necessary on an ordinary road to ballast, and then pitch it? It would depend entirely upon the description of road you wanted to make; it would not be necessary on a dry formation to pitch it.
3770. Are there any pieces on the Northern Road where the road is both ballasted and pitched? Yes, I think there are some. There is a piece in Armidale which I have done, but it was very boggy there.
3771. Was that task or piece work? It was task work.
3772. There is some complaint about part of the road not having been ballasted where the Superintendent of the road directed that it should be ballasted—is not pitching more expensive work than ballasting? Not in all cases; good ballasting costs as much as pitching, but bad ballasting, or mud, as it was here, can be put on much cheaper of course.
3773. If it were pitched instead of mud-ballasted it would be a great improvement? I do not think it would; the traffic could not run on pitching alone.
3774. Are there any places on the Northern Road where the contract has directed it should be ballasted and it has been pitched? I think you are alluding to the Liverpool Range; that was not under my charge. There is no ballasting on the Doughboy contract.
3775. *By the Chairman:* When you first took office, did you get any specific instructions from any Government officer above you? No, I got none when I was appointed.
3776. Did you, at any time when you were in office, get instructions pointing out your duties? I several times got circulars with reference to work.
3777. These were circulars addressed to others as well as to yourself? Yes.
3778. How did you find out what your duties were? When I was first employed I was under the Engineer for Roads, and he explained what he wanted and what I was to do.
3779. Did you get instructions principally by verbal communications? On the Western Road, principally.
3780. Do you know whether that was usual with an officer in your position? I believe it was with all overseers.
3781. Can you state whether it was part of your instructions to stop any work that you thought was being badly done? In the general conditions it states that the work is to be done to the satisfaction of the Road Superintendent and overseer.
3782. So that if you found fault, it was in the power of the Superintendent above you to allow any work to be performed in any way, whatever your opinion might be; the opinion of the officer above you was conclusive as to the way the work was performed? Yes.

3783. Have you received any offer of re-appointment since you have resigned? No, I have had no offer. Mr. Robert Quodling.
3784. Did you ever, in the course of your duties, receive any intimation from any contractor, amounting to what might almost be called a bribe? I did; but I would not like to allude to that at the present time. 17 Dec., 1861.
3785. *By Mr. Hoskins:* In connection with this inquiry, or the work connected with this inquiry? I should not like to allude to it.
3786. *By Mr. Garrett:* Is that person in the service still? I decline alluding to it.
3787. *By Mr. Hoskins:* Have you, since you have been Superintendent of the Northern Road, had an offer of a bribe? I decline answering the question.
3788. *By the Chairman:* Do you know anything of the iron spiking of a bridge at Doughboy having been taken out? Yes, I have explained that it had been taken out.
3789. When Mr. Bayley was associated with you, was he above or below you? I think he was on an equal footing; I do not know that he was above me.
3790. Were Mr. Bayley and you always on good terms? Yes.
3791. Are you now? I believe so; I do not know to the contrary; I have never corresponded with Mr. Bayley since I left the Doughboy works.
3792. Did Mr. Bayley never say anything which implied his doubt of your competency—of your equal competency with himself? No, he never could.

WEDNESDAY, 18 DECEMBER, 1861.

Present:—

MR. DANGAR, MR. T. GARRETT,		MR. HOSKINS, MR. LUCAS.
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WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. William Coghlan called in and examined:—

3793. *By the Chairman:* Are you aware for what purpose this Committee has been appointed? With reference to Mr. Quodling's Resignation. Mr. William Coghlan.
3794. And also with reference to the public works? Yes. 18 Dec., 1861.
3795. What office do you hold? Road Superintendent.
3796. That is the name of your office? Yes.
3797. You succeeded Mr. Quodling, did you not? Yes.
3798. All the duties Mr. Quodling was supposed to perform are in your hands now? With reference to one work, the work at Doughboy Hollow, I have not been instructed to take that into my hands as yet.
3799. At what time did you first take office? My appointment dates from the 1st November.
3800. That is to your present office? Yes.
3801. Were you promoted? Yes.
3802. What office did you previously hold? Road overseer.
3803. Is that a grade under? Yes.
3804. Had you a Superintendent over you? No; it was over the line from Sydney to Penrith, where there is no Superintendent.
3805. Who was the superior officer next over you? The Commissioner.
3806. Who checked your work in that case, when you were overseer? The only check was in the Office, and the Commissioner's visits to the district.
3807. There were two offices different from each other—the road overseer and Superintendent? Between Sydney and Penrith is an exceptional case; generally on the roads there is a Superintendent over the overseers.
3808. Do you mean that the duties of the road overseer from Sydney to Penrith were precisely the same as those you have now to perform as Superintendent? Yes, so far as responsibility is concerned; I have now a larger district.
3809. Will you describe the duties of Road Superintendent, so far as you can, to this Committee? To make specifications for the works required.
3810. Do you mean by that, that you have to prepare the plans of works? Yes.
3811. If a bridge has to be made, do you prepare the plans? Not for bridges; road-making, forming, and metalling.
3812. Your duties are to draw out specifications for the construction of roads apart from bridges? I fancy so; I have done nothing yet in the way of making specifications on the Northern Road. I am now taking charge of some works going on there, and of some men who are working by the day.
3813. Where did you gather this notion of your duties that you are to make specifications of works, and to superintend the making, forming, and metalling of roads? I was overseer under Mr. Dawson, on the Western Road, for some time; when there, he used to make out the specifications for contracts for metalling.
3814. State the duties you are now actually performing as Road Superintendent? I have got twelve men at work by day labour, maintaining the road, and there are two bridges being built.
3815. "Maintaining the road," what do you mean by that, keeping it in repair? Keeping it in repair, filling up holes.
3816. That is after the contractor has finished his work? No, that is where there has been no contract.

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3817. Simply keeping the road in order, which has not been made by the contractor at all? That is part of my duty. A clearing contract is going on for about fifty-eight miles, that is partly finished; about sixty men are employed at that under a contractor; that I have to see properly done.
3818. What is your precise duty with regard to this particular contract? To see it carried out according to the specification.
3819. Have you the specification placed in your hands? I have not it here.
3820. Was it placed in your hands when you were placed over the road? No; one of the overseers has a copy of the specification.
3821. Is that the authorized specification? I cannot say; I never looked at it particularly.
3822. You say it is your duty to see the works carried on according to the specification—how can you do that if you have not the specification? I have seen a copy in the overseer's hands.
3823. How do you know that that is a correct copy? I do not know that it is; if it is not a correct copy I suppose he would not shew it as correct. He got it I understood from Mr. Quodling.
3824. The overseer is an officer under you? Yes.
3825. When you were placed in charge, did you get no copy of the specifications from the superior officer? No; I was supposed to get them from Mr. Quodling.
3826. Did you get them? I was directed to apply to Mr. Quodling at Tamworth.
3827. After he had resigned? Yes.
3828. Supposing Mr. Quodling had refused to give you the information you required? Instructions were sent to the overseer, Mr. Hawkins, to take charge in case of Mr. Quodling leaving; but Mr. Quodling heard I was appointed, and waited till I came up.
3829. If he had gone? The overseer would have taken charge, and would have given the papers to me.
3830. If he had gone—tell us what actually did occur—you say one of your duties is to see that certain contracts are carried out by the specification—how can you perform that duty if the specification is not placed in your hands by some responsible authority? I go according to the copy of the specification shewn to me by the overseer.
3831. You presume that to be correct? Yes.
3832. You entirely depend upon that placed in the hands of the Superintendent? Yes, for the present.
3833. Is it your intention to get another specification from anyone else? Mr. Quodling left Tamworth in such a hurry that he forgot to give me many of the papers. I have written to him for them several times, but he appears to have been so much taken up with this Committee that he has not sent them.
3834. Suppose they are not supplied by him? The originals are in Phillip-street Office, I take it for granted.
3835. How do you derive this notion of your duties—you say your duties are to superintend twelve men who are maintaining the road, and to see that a certain contract is carried out by the specification, and that specification you say is in the hands of the overseer? There are several contracts.
3836. Will you mention them? There are two bridges being built, and two clearing contracts. There is one bridge being built at Uralla; Mr. Heritage is the contractor; the bridge is 60 feet long and 18 feet roadway. The bridge at Saumarez Creek is similar to the other, and the contractor is the same. One clearing contract, as well as I recollect, is 85 miles long; Mr. Dowell is the contractor; it is from Goonoo Goonoo to Armidale. The other clearing contract is from near Doughboy to Goonoo Goonoo; Mr. Heritage is contractor for the last. These are the only works going on at present.
3837. Have you now stated all the works placed under your charge? Yes; I have had no instructions about Doughboy as yet.
3838. From whom did you get instructions to take charge of these works? I had orders from the Commissioner.
3839. In writing, or verbally? In writing; I had a letter stating that I had been appointed.
3840. From whom? From the Chief Clerk, Mr. Shairp, stating that I had been appointed Road Superintendent in the second Northern District, and directing me to proceed to Tamworth, where I would get the necessary information from Mr. Quodling.
3841. These were your instructions? Yes.
3842. After Mr. Quodling had resigned? Yes.
3843. You were referred to Mr. Quodling for information? Yes; he was the only person who could give me the necessary information, either himself or the person left in charge.
3844. You were left entirely to take your information from Mr. Quodling? With reference to the works then going on under his charge.
3845. Did you get instructions from no one else? In the letter I received I was directed to apply to him for information.
3846. Did Mr. Quodling give you instructions to take charge of those particular works? No.
3847. Who gave you instructions to take charge of those particular works? I had instructions to take charge of the second district of the Northern Road, and for details I was referred to Mr. Quodling.
3848. You have stated that certain works are under your charge at present; from whom did you obtain instructions to take this special charge? The fact of my being appointed to the works in that district I understood to mean that I was to take charge of the works in it.
3849. From those general instructions, you understood that you were to take charge of those special works? Yes.
3850. You have no charge of Doughboy? When I arrived at Tamworth I sent a report to Sydney to say that I had got no specification from Mr. Quodling of the works at Doughboy,
and

and as they were nearly done now, any report I might make on that part of the works could give very little information. I got no reply to that report, and consequently the works at Doughboy being nearly finished, I determined not to take charge of them unless I received special instructions to do so *

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3851. Then in fact you acted either entirely upon the instructions you received from Mr. Quodling, or upon your own judgment when you got there? Upon my own judgment when I got there most of all.
3852. Your own judgment led you to the conclusion to take charge of these particular works, and not of Doughboy? My judgment led me to write to Sydney, and pending a reply, not to take charge of the Doughboy works.
3853. How do you arrive at the conclusion that you are to see that certain contracts are to be carried out according to a certain specification—whence do you derive that notion of your duties? From being told to take charge of the district as Superintendent.
3854. You did not get instructions from Mr. Quodling to that effect? No; he told me there were certain works going on, in answer to my inquiries.
3855. How do you know that it is your duty to see that a certain contract is performed according to a specification in the hands of an overseer? I have been five years in the service, and that has been the duty of every Superintendent I have been under.
3856. You derive it from the fact of your general knowledge of your duties before? Yes.
3857. Is that the case with regard to all the contracts? Yes.
3858. Have all the overseers got specifications which they can go by? All the contracts at present being done are two clearing contracts, for which the overseer has a specification.
3859. Both overseers, or is there only one overseer? There are two overseers, but the specification for both contracts is the same. I have seen the specification in the hands of one overseer; I did not ask for the other, understanding that they were both the same; the clearing is continuous, divided between two contractors. I was informed by Mr. Quodling that the clearing was uniform throughout.
3860. You say certain bridges are placed under you? Yes.
3861. Who holds the specifications for those bridges? The overseer has the plan of them. I have seen no specification; the overseer builds the bridge from the plan.
3862. You understand the plan of a bridge to mean the same as a specification? I can build a bridge from a plan; the specification is a written plan.
3863. All you know of the bridges is, that there is a plan in the hands of the overseer? Yes.
3864. There is nothing specifying the particular size of the timbers, the number of spikes to be used? You can derive that from the plan; all the information necessary for us we can get from the plan.
3865. Is the same overseer over all these bridges and roads? No, I have two overseers; the two bridges are under one overseer; the other overseer I understand to be in charge of Doughboy.
3866. What is the name of the latter? Mr. Hannington.
3867. And the other? Mr. Hawkins.
3868. Will you state the part of the road under Mr. Hannington? From Doughboy Hollow to Goonoo Goonoo.
3869. Are there any bridges under him? No, excepting those in the Doughboy contract.
3870. State the portion of work under the other? From Bendemeer to Armidale.
3871. Are there any bridges there? Two.
3872. With regard to the roads, the two overseers hold specifications? Yes, with reference to the clearing, I have only seen one in the hands of Mr. Hawkins; that specification I understood to refer to the entire length of the clearing.
3873. You did not think it necessary to compare them? I understood they were the same; I did not ask for the other; I do not know that there is another in existence.
3874. This one specification, did it apply to the whole length of the road? So I understood.
3875. Could you not judge from the specification itself? Not without being told. Mr. Quodling and the overseers told me the road was to be cleared throughout according to the specification.
3876. With regard to the bridges, you say you derive all your information from the plan? Yes, I have never seen a specification of the bridges.
3877. Does the plan tell how many spikes are to be driven into the slabs? I cannot be quite sure, not having the plan with me.
3878. Does the plan say whether the slabs are to be tarred or not? No.
3879. Does the plan intimate the width, the size, and thickness of the slabs? Yes.
3880. Does the plan tell you anything about the fencing? There is no fencing except the handrail—of course that is shewn. With reference to the tarring and painting, I will explain that the contractor's tender shews me that he tendered a certain amount for tarring and painting.
3881. Was the tender placed in your hand? Not the tender sent to the Office, but I got the contractor's copy, and from that I found the price for tarring and painting, and the price for building the bridge.
3882. Have you anything to do with the price? It was shewn to me what the price was. The works were in progress when I got there, and, as I was responsible, I asked the price for building the bridge.

3883.

* NOTE (on revision):—This was not exactly my answer. I did not "report to Sydney", in the first instance, that Mr. Quodling had not given me the "specification"; the rest of this answer is correct. (Mr. Quodling did not give me the specification.)

- Mr. William Coghlan. 3883. With regard to the roads, you say you judged of your duties from the specification in the hands of the overseer? Yes.
- 18 Dec., 1861. 3884. Does this specification give you all the particulars with regard to consolidation, pitching, and so on? That question refers to the Doughboy contract, which I have not taken charge of. The pitching, trimming, and fencing, is not going on on the other part of the road.
3885. You declined taking charge of that, in consequence of the position you found it in? Yes, without special instructions to take charge. I understood that the work being nearly finished, Mr. Collett himself would be up in a short time; and I expected that he would ask me to meet him there, and go over the works with me.
3886. And you would then take your instructions from him? He would inform me what was to be done, and I would have my own opinion as to how it had been done.
3887. How long have you been in the service? About five years.
3888. Are you led to believe that the mode adopted in taking charge of works, in your case, is the same as that adopted in other parts of the Colony? I cannot say.
3889. Is it usual to send a Road Superintendent to take charge of roads and bridges without instructions from his superior officer? I should think not.
3890. Why did you find yourself in this position? Because, having been so long in the service, it was thought unnecessary to give me all the details. Mr. Quodling having been so long in the service, as well as myself, we would be able to arrange all these things.
3891. Did it not strike you as rather odd, that Mr. Quodling having just resigned, you should be referred to him for instructions—he might have refused? I thought, as he was acting as Superintendent, he would be bound to give me his information.
3892. You thought—but suppose he had not? If not, I could have referred to the Office in Sydney.
3893. Did it not occur to you to get instructions from the Office in Sydney, which might supersede the necessity of an application to Mr. Quodling? I called at the Office, and asked about my instructions, and Mr. Shairp referred me to Mr. Quodling.
3894. Did he refer to you personally or by writing? He wrote, I think, to Mr. Quodling, telling him to give me all the necessary information and papers, and Mr. Quodling wrote to say he would give me all the information necessary.
3895. Have you a copy of that letter? I have not brought it with me.
3896. Will you be able to furnish it to the Committee? If I have it in town I will forward it to-day; if not, I will send it from Tamworth.
3897. Will you send all the documents out of which you gathered your instructions? The only document I can furnish you with on that head is Mr. Shairp's letter. If the information I had received from Mr. Quodling had not been sufficient for me to go on with the works, I would have applied to the Office, where the originals of these specifications are.
3898. Did you consider that the instructions you got from Mr. Quodling were sufficient? They were not so full as they ought to have been, but they were sufficient to enable me to go on for the present.
3899. Not sufficient for the Doughboy contract? I did not take that in charge.
3900. You did not think Mr. Quodling's instructions sufficient with regard to Doughboy? He declined to give me any.
3901. Have you reported this to the Office? No.
3902. Did you report that Mr. Quodling declined to give you information? No; I have explained that I made a report, and pending any reply, I did not take charge.
3903. Did you state that you had not full information from Mr. Quodling about the other part of the road? I did not report exactly to that effect. There was one particular instance of the clearing contract—I wished to know the amount of the contract and the payments that had been made. I think my letter to the Office was to the effect that Mr. Quodling being hurried had not time to give me the information; I therefore applied to the Office and got it.
3904. As Road Superintendent, the next officer above you is Mr. Collett, is he not? Yes.
3905. With regard to the Doughboy Diversion, you stated just now that it will be very soon finished? It appears so to me.
3906. Can you state when you think it is likely to be finished? I do not know what the contract is for doing it.
3907. I do not wish to press the question; if you know anything about the Doughboy contract it will be as well to state it? It is so far finished that the mail drove over it when I came down.
3908. Is the road in a good state? I consider it is.
3909. Is it well metalled from beginning to end? I think the quantity of metal on it is not sufficient.
3910. Is there a sufficient width of road? I think it is wide enough. I have heard some complain that it is not. There are some parts of the road only twenty-four feet wide.
3911. Did you notice the quality of the metal? There are two kinds—one very hard, that is blue stone.
3912. Commonly called trap? It is very hard; the other is also a trap, but of a very inferior kind to this hard stone.
3913. Another kind of trap? Yes.
3914. Can you shew any specific distinction between these two sorts of trap? Merely as to hardness and durability, and difference of colour.
3915. Are they both trap, are you sure? The inferior stone is what I have generally called trap.
3916. Are you a mineralogist? No, I am not; I do not profess to understand the scientific distinctions. The inferior metal is generally understood to be trap.
3917. On the whole you think it is a tolerably good road at Doughboy Diversion? I think it is good there.

3918. Are the bridges well made? I think they are; the bridges were all very nearly finished before I saw them, so that I cannot give any opinion as to their foundations.
3919. Was the road opened and stopped again? This Doughboy Diversion?
3920. Yes? Not that I am aware of.
3921. It has never been opened to the public? No.
3922. You say your duty is to see that the contractor does certain works according to plans and specifications—plans in regard to bridges, and specifications in regard to roads; have you anything to do with the money part of the contract—to vouching that a certain work has been done before payments can be made? Yes, I sign the vouchers.
3923. Would it be regular to pay money without your certificate? My opinion is that the Commissioner, as my superior officer, has a right to differ from my opinion; he is supposed to know more than I do.
3924. Would it be irregular? I never knew an instance of the kind.
3925. You never knew money to be paid without a certificate from the Road Superintendent? I never did.
3926. In any instance? No.
3927. Still, if it were done by your superior officer, you would not consider it your duty to object? It never occurred in my experience, and I do not wish to give an opinion.
3928. Suppose it were to occur, would you simply submit? It would be a matter for consideration; I do not know how I might act.
3929. But it never has occurred in your experience at all? It never has occurred.
3930. Has it occurred to you to refuse certificates at any time when you thought work was not done properly? No.
3931. You have never been placed in that position? Never.
3932. Then in fact, wherever you have been the work has been well done? I see to that before I make a return.
3933. What is the duty of the road overseer under you, with regard to the same contract? His duty is to see the works properly carried out in my absence. I have 135 miles of road to superintend.
3934. Would he ever pass certificates in your absence? Not without my signature.
3935. Would you consider your overseers responsible for any certificates they might pass? Responsible to me?
3936. Would you consider it your duty, if an overseer certified that a contract was done, to examine it, after his certificate? That would depend upon circumstances; if I had reason to believe the work was not well done, and I had not seen it for some time, I would consider a personal examination necessary; but if I had sufficient faith in the overseer, I would certify when the vouchers were sent in, without inspecting.
3937. If you saw a contractor were doing his work badly—putting pitching on the road before it was properly consolidated, would you consider it your duty to stop, or would you simply wait till he came to you for your certificate? If I saw anything wrong I would stop it at once.
3938. The contractor might go on in spite of you? If he did, he would go on at his own risk.
3939. Would you refuse to certify? If he would not do it as I wished, I would order him to stop, or see that he did it rightly.
3940. Has it ever occurred in your experience that contracts have been modified or altered at all by the superior officer over you, in regard to the terms or mode of carrying them out? I think it has; I do not exactly recollect an instance, but I think there have been changes made on the Southern Road, in Mr. Bennett's time, in the road contract.
3941. By the Superintendent? By the superior officer over the Superintendent.
3942. I presume these alterations have never been to any great extent—that they have never amounted to any great alteration of the contract? There have been some considerable alterations in that road, amounting to a good deal of money.
3943. Do you know by whom they were made—by the Government or by the overseer? Mr. Bennett, as Engineer, the Superintendent, and the contractor, agreed on these alterations being made.
3944. The Engineer and the contractor? The Engineer and contractor, with the Superintendent.
3945. Then the consent of the whole three was necessary to modify a contract? Yes.
3946. I suppose that was done openly? Yes.
3947. It was done for the public benefit? Yes, it was either to make an extension of the time of the contract, or a change in the width of bridges.
3948. In that case some change was made in the terms of the contract? Yes, the contractor would receive more or less, as the contract was extended or lessened.
3949. Do you think the Commissioner for Roads, I do not say from incapacity, but from not being upon the works, is generally qualified to determine whether the works are properly done or not? I should say not, unless he saw them.
3950. He would not be qualified to act in opposition to the opinion of the Road Superintendent, who is always upon the spot? With reference to work that was actually done, whether it was done properly or not, if the Commissioner had not seen it he could not say whether it was done.
3951. He could not say whether a macadamized road was properly consolidated in dry weather—whether the ballasting was laid on? Certainly not, without seeing it.
3952. The Road Superintendent is the only person who could judge? The Road Superintendent more than he, being constantly on the road.
3953. Does the Road Superintendent act in opposition to the overseer's report? The road overseer is responsible to him, and takes his instructions. The Road Superintendent, I fancy, should

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should attend the works once a month; during that time, if anything has been improperly done it can easily be rectified; in the meantime the overseer should see that the work is properly done, or report to the Superintendent.

3954. In regard to this modification or alteration of the contract, has it been done by writing or by verbal arrangement? I think there has been a verbal arrangement, in the first instance, and a written agreement afterwards.

3955. A fresh agreement? No, an additional memo. In the first instance it has been verbally agreed to.

3956. Generally there has been a written document? I think so; I do not recollect having seen one, but I fancy there must have been.

3957. Will you state whether these are the two kinds of traps you have referred to (*handing the specimens previously produced to the witness*)? That is the hard blue stone (*the trap*), we call that honey-comb; it is got in boulders.

3958. Is that the best kind? Yes. This (*the shale*) is the other sort.

3959. Do you call that trap? Yes; that is rather a bad specimen of the stone on the road; it is lighter coloured and thinner in the joint.

3960. Would you not call that (*the second specimen*) stratified rock? Yes.

3961. Are you aware whether trap is a stratified rock? No, I do not understand the scientific distinction.

3962. That (*the second specimen*) is the inferior sort of trap you saw on the road as well as the other? Yes, but this is of a worse kind than that on the road generally.

3963. Is that the sort of stone you have seen on the road at Doughboy? Yes, this is like some of it, but it is a bad sample.

3964. Would you say there is no stone on the Doughboy Diversion as bad as this? Yes.*

3965. Will you say in what proportion this stone is placed on the road—is there a larger or smaller proportion of the good? I should say there are two-thirds of good, and one of the other.

3966. Do you know what effect rain would have upon the inferior stone? If it were all like this it would go into mud. This is a soft piece of stone, but the generality of the stone is better than this. I think this is a bad piece picked out.

3967. I will not press this question, but if you like to answer it you can—can you give any opinion as to the competency of Mr. Quodling to superintend works? I have no actual knowledge as to his competency, as I have never had an opportunity of judging; but as far as I can learn from conversation with him, I think he is a competent officer.

3968. What is your opinion of Mr. Hannington's efficiency—the overseer under you? I should not wish to answer that question.

3969. That is a question which it appears to me you are bound to answer, as he is a public officer, but Mr. Quodling is not a public officer—you must know something of the efficiency of the officer under you? I have not been able to form an opinion of him; I have met him only once on the works.

3970. Do you know anything of the competency of the other overseer? I think he is very competent; I have seen him a good deal.

3971. What is his name? Hawkins.

3972. Are Mr. Quodling and you on good terms? Yes; I have been acquainted with Mr. Quodling for some time.

3973. Did you notice, in passing over the Doughboy Diversion road, whether the creek was blocked up by any earth which had been taken away from the road or other works? I did not remark it.

3974. Do you know anything of the position of the contractor, in regard to funds that are due to him for the Doughboy Diversion contract—do you know how much has been paid to him? By report, I understand £6,000.

3975. You know nothing of your own knowledge? No.

3976. Do you know Mr. Martindale the contractor? Yes.

3977. Do you know anything of his general reputation as a contractor? He has done a bridge for me on the Parramatta Road, while I was overseer.

3978. Have you a good opinion of him? I think he carries out his work very well.

3979. Is that your only knowledge of Mr. Martindale? I knew him in Melbourne eight years ago.

3980. Did you know anything of his mode of doing works in Melbourne? I had very little to do with him in the way of works there. In fact, the time I had to do with him was eight years ago. *I saw the question asked in the House as to whether I was employed under Mr. Martindale, either in New South Wales or anywhere else: I never was.

3981. As a public officer I must caution you, if you know anything about Mr. Martindale that bears upon the public service—I will not, nor will this Committee have a good opinion of the interest you take in your duty, if you refuse to give information—It appears that you knew something about him in Melbourne? I knew him in Melbourne as a contractor.

3982. What was his public reputation—was he considered to have performed his work well? In the works I have known I believe they were done well, but I understand he has been insolvent; that is the worst I have heard of him.

3983. Insolvent as a contractor? Yes.

3984. Did the Government lose any money? I think not, but I do not know.

3985. Was he engaged in matters of a questionable kind? In nothing that I know of.

3986. Were you employed in the public service under the Government of Melbourne? Yes.

3987. Were you employed near Mr. Martindale—you say you were not under him—were you employed superintending any works he did? I superintended some work he did for a very

- very short time, but I left the Office before the work was finished. He commenced this work under my superintendence, and I left the work before it was finished.
3988. Did you bring testimonials from the Government of Melbourne, as to the performance of your duties? No, I have had testimonials, but I lost them. I was under Mr. Perrin, who gave me a testimonial, but I lost it.
3989. You did not leave for any — ? The reason of my leaving was to take a contract; I was partner in a contract, and I resigned my superintendence because I believed there was more money to be made in that way than in the Government service.
3990. You were partner in a contract at Melbourne? In Victoria, not exactly in Melbourne.
3991. When you gave up the taking of contracts you entered the public service here? No, I was some time on the diggings of Victoria before I came here.
3992. From the diggings you came here and entered the public service in New South Wales? Yes; I was first employed on some small contracts near Mudgee, under Mr. Dawson. After that I was appointed an overseer by Mr. Dawson; and as I was acquainted with Mr. Bennett in Ireland, on his recommendation I was taken by Mr. Dawson as an overseer.
3993. You say you had good testimonials from the Victorian Government? From Mr. Perrin, the engineer I was with.
3994. I suppose any reference as to the performance of your duties must be made to Mr. Perrin? Mr. Perrin, I believe, is dead.
3995. Is Mr. Steavenson acquainted with you at all? I do not recollect the name.
3996. Is he not the Government officer in charge of the roads? He was not in my time.
3997. Can you mention no other name? Mr. Perrin was my immediate superior.
3998. The only testimonial you had from Victoria was signed by Mr. Perrin, and he is dead? Yes, from Victoria.
3999. There is no one you can refer to there as evidence of your having given satisfaction to the Victorian Government—none of the Ministers? I do not think so. I was acquainted with very few persons. I was with Mr. Perrin up the country all the time I was there.
4000. Do you not know anything of Mr. Bayley? No, I do not know him.
4001. Is there not a Mr. Clements on the Northern Road? I do not know him.
4002. Did you notice a statement lately made by Mr. Cowper, that the Doughboy Diversion works were finished? I think I saw in the papers that they were on the point of completion.
4003. Not that they were finished? I fancy that is the way I read it.
4004. You have stated already that they are on the point of completion? As far as I know.
4005. Can you state anything with regard to the Doughboy—the clearing of the road on either side, did you notice whether that had been done—did you notice that as you were going along? It never occurred to me to look at it.
4006. Do you know anything of the road called the new cutting? That is out of my district.
4007. Can you state anything as to the condition of the road there? It is very good now.
4008. What kind of metal is on? As far as I can recollect, it is a pitched road with gravel over.
4009. Is it open to the public at this moment? Yes.
4010. Was it closed lately and opened again? Not that I am aware of.
4011. How long have you known it to be open? It was open five weeks ago when I went up, and also when I came down.
4012. Was it open during all that time? I do not know.
4013. You consider it a good road? It was a good road when I came down, and it was so also when I went up.
4014. Have you seen it after any rain? No; there were some heavy showers, but nothing to injure a road.
4015. What is the nature of the work done—what you call maintaining the road by twelve men? The men are engaged principally in filling up any holes in the road—in filling up the tracks.
4016. These are men paid daily wages or weekly wages? They are on day wages.
4017. Who looks after these men when you are not on the circuit? There is no one looking after them now; they are all down here.
4018. When the overseers and yourself are all up there, is there an overseer over these men? At present one overseer has four men in his division, the other has four, and I have four.
4019. What overseers are here now? Mr. Hannington and Mr. Hawkins.
4020. Do you know what brought them here? They have been summoned to this Committee; at least Mr. Hawkins has; I do not know whether Mr. Hannington has.
4021. By Mr. Hoskins: Do you know positively that Mr. Hannington is here in town? I think I heard some one say he saw him yesterday. I know he came down here, and he had not returned when I left Murrurundi.
4022. By the Chairman: If he is in town, how long has he been here? He ought to have been here on Tuesday week.
4023. Who is doing his duty in his absence? I had to attend to it as far as possible.
4024. He is the officer immediately under you; how is it that he has come down without your actual cognizance—did he get leave from you? No. I do not know whether he got a summons from the Committee.
4025. If he were summoned? I got a telegram from him, saying he was off to Sydney.
4026. Was that the way overseers communicated to you that they were about to leave their districts? It appears he was hurried off here.

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- Mr. William Coghlan. 4027. How does it appear? From the telegram he sent, otherwise he would have written a note I should think.
- 18 Dec., 1861. 4028. Is a telegram from an inferior officer of yours a sufficient notice? I consider not, but I fancied he had been summoned to this Committee, and that a summons from the Committee would decide —
4029. Why do you fancy that? I fancied that he had got a summons to come down immediately.
4030. Do you consider it to be your duty to supervise the proceedings of this Committee—why should you imagine, because you got a telegram from Mr. Hannington that he was off to Sydney, that he had a summons from this Committee? I did not disbelieve him.
4031. Did he state that he was summoned? I do not recollect whether he said “I am summoned” or not.
4032. Your impression was, that when he left he was coming to give evidence before this Committee? Yes.
4033. And you considered it to be your duty to provide for his absence as well as you could? Yes.
4034. Mr. Hawkins you say is in Sydney—are there any other subordinate officers in Sydney? Those are the only two I have.
4035. What work had Mr. Hannington under his charge when he left for Sydney? Four day-men filling holes along the road.
4036. Was that all? He was in charge of the Doughboy contract, I understood, when he went up there.
4037. You understood—who told you? I saw him on the ground, and I took it for granted that he was in charge, he being the officer.
4038. Can you say how many men are employed on this contract now? I do not know how many; I think I noticed about fifteen or eighteen men when I was going up. I came down on Sunday this time, so that I do not know how many men were employed then.
4039. Do you consider it consisted with Mr. Hannington’s duty to leave his work without having first obtained permission from you as his superior officer? I do not, but I expected that having been summoned by this Committee he felt that to be a sufficient authority.
4040. Who is superintending all this work now? Nobody.
4041. There is nobody overlooking the contractor’s work? No.
4042. Are you in the habit of allowing overseers to leave their work without, in the first instance, applying to you for permission? I never had an overseer under me before.
4043. In future cases, shall you consider it your duty to prevent their leaving without permission? If they left without permission I should report them.
4044. Do you consider yourself immediately responsible for the road overseers being on the works they are appointed to overlook? Yes.
4045. And therefore would you consider yourself responsible for their absence? I should think it my duty to report to the Office that they were absent.
4046. Have you the power of dismissing an overseer? I do not know; I fancy not; I never asked that question.
4047. Shall you consider it necessary to ascertain whether Mr. Hannington received permission to leave his work or not, to visit Sydney? I shall now consider it necessary, from the questions you have asked me, but I took it for granted he had been summoned.
4048. What instructions did you receive on your appointment, as to your acting in connection with the road overseers? I had no instructions in particular about that.
4049. Are they to act independently of you? No; I fancy I was supposed to know the duty so well, having been long in the service, that it was not necessary to give me instructions. I consider that the overseer is responsible to me.
4050. If you consider them responsible to you, would you not consider it their duty to obtain permission to leave the works? Yes.
4051. In this case your permission was not asked? It was not asked.
4052. Do you happen to know, as a matter of fact, that Mr. Hannington was summoned here to give evidence? No, I do not. It would be my duty to ask leave of the Commissioner before leaving my district; but having received this summons, I thought it was compulsory upon me to attend without receiving permission, because as I was on the way down from Armidale when I received the summons, I thought, as I understood the Commissioner was coming up, I would make it my business to see him on the way.
4053. Did you make it your business to see him on the way? Yes.
4054. Did you ascertain from him whether Mr. Hannington was summoned to attend the Committee? No; it never occurred to me.
4055. What situation did you fill in the Colony of Victoria? Road Superintendent, under the Engineer.
4056. What salary did you receive? £1 a day—£6 a week.
4057. You were paid by the week? Fortnightly, I think I was paid.
4058. You were a Government officer? Yes.
4059. How long were you in that service? I was on and off, sometimes surveying, sometimes making sections, sometimes in charge of works, nearly two years altogether.
4060. Are you a surveyor? Yes.
4061. By profession? Yes, I have been under a civil engineer at Home for five years, at surveying, levelling, and works of every kind.
4062. You have had a practical acquaintance with road-making, of course? Yes.
4063. Did you receive any instructions when you were entering upon the road superintendence of Victoria, with reference to the performance of your duty? No.
4064. You received no instructions? No. I was at first appointed an overseer in Victoria, at 15s. a day, and was ordered to get ten men together to repair the roads. It was at the time

- time of the great excitement and rush. I was ordered to do the best I could with ten men.
4065. In what year was that? 1852.
4066. In those days the Road Department was in a very disorganized state? Yes, there were officers changed almost every two months.
4067. Had you, previously to leaving, road overseers under you? No.
4068. You never had any subordinates under you—Government officers? I think not; never as officers, only as workmen.
4069. Had you the supervision of contracts there? No, not exactly; the engineer was the person in charge, as far as passing work was concerned. I measured and laid out the work, but I had not the passing of any work.
4070. Did you draw up specifications for works? No, it was not the same position as a Road Superintendent in this Colony—they are called Road Engineers there, at least they were at that time.
4071. You were not placed immediately in charge of contracts? My principal work was to lay the contract out, to measure the work, and to see that it was properly done.
4072. How much per cent. were the Government in the habit of retaining in their hands from the contractor till the completion of the work? I think it was 25 per cent.
4073. Did you, as Road Superintendent, have to send in vouchers certifying to the quantity of work that had been performed? I sent in to the Engineer, but it was his business to send the vouchers in; I measured the work and sent in the details.
4074. You sent in no vouchers as you do here? No.
4075. You said you had contracts? Yes, I resigned in order to take contracts.
4076. Did you take contracts immediately from Government? No, I joined a man who had a contract.
4077. What was his name? Lawlor.
4078. Did you ever have a contract with any other person? No.
4079. Did you ever take a sub-contract under any person? No.
4080. Was that the only contract you had? That was the only one with Lawlor.
4081. How long have you been a Road Superintendent? I have only recently received the appointment—five weeks.
4082. On what day did you arrive at Tamworth, to take charge of the district? Five weeks ago to-day—the 12th November.
4083. Did you meet Mr. Quodling on your arrival there? Yes.
4084. Had he remained there from the date of his resignation till that day? I think he told me he had been up the country.
4085. Did you inform Mr. Quodling you had been directed to receive information from him with reference to the contracts? Yes.
4086. Did he give you instructions? Very little; he did not give me what I required.
4087. What contracts were under Mr. Quodling's charge? These clearing contracts, and the two bridges. There were details of small jobs, maintenance men, and those things, I was anxious to get.
4088. Did you obtain them? Not all. He came away in a great hurry, and promised to leave me the papers at Tamworth, but he forgot it I suppose, and I went on to Armidale.
4089. You told him you required more papers? Yes, some details; he said he would make them out and leave them.
4090. Will you tell us what works those papers referred to? One small bridge in Tamworth, I asked him for the plan and details of that.
4091. Any other work? I wished to know where I would find the men who were to be paid; there were some vouchers sent in by him, and I asked him to leave word where I could find the men to whom the money was due.
4092. They were Government men—maintenance men? Yes.
4093. Were there any instructions with reference to these contracts with which you were not provided? He gave me no information with reference to the large contracts.
4094. Did you expect to get instructions from him? Yes.
4095. Did you make any complaint about not receiving them? I asked him for them, and he said the specification for clearing I should get from Mr. Hawkins, and the plan of the bridges also. I did get all the specifications necessary for the big contracts from Mr. Hawkins; it was for that reason I did not think it necessary to complain.
4096. Then you have been provided with all the information that Mr. Quodling could furnish you with, with the exception of the account of the maintenance men—where the men were working? Yes, all but the small bridge at Tamworth; I have not had information about that.
4097. Have you made any complaint to the Central Office that you have not been furnished with the specification? I have not complained; I asked Mr. Shairp, if he saw Mr. Quodling, to speak to him about it.
4098. You consider that you have been furnished with sufficient information upon every matter, with the exception of this bridge and of these maintenance men? For information as to payments on the contracts, he referred me to the Sydney Office; and I had sufficient information, some from Mr. Quodling, and some from the overseer, to enable me to carry on the works.
4099. Did you ask any person in the Office for definite instructions? Yes, Mr. Shairp.
4100. What was his reply? He told me Mr. Quodling had been requested to give me any necessary information.
4101. On what date was that? About the 6th or 7th November.
4102. Was Mr. Quodling at that time a Government officer? I do not know.
4103. Had he resigned? I understood he resigned on the 25th October.
4104. Can you tell me whether a Road Superintendent, when taking charge of any work, expected

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expected to receive instructions from his predecessor, whether that predecessor had resigned or been discharged? Yes, I fancy so.

4105. Has that been the custom? I do not know an instance of an overseer or Superintendent having been discharged or resigned, but I know an instance of one having been changed from one district to another; and in all such cases it is customary for the retiring officer to give the fullest information to his successor.

4106. You never knew an instance of a Road Superintendent or overseer being discharged or resigning previous to this of Mr. Quodling? I know Mr. Hall on the Mudgee Road resigned, but I was not concerned on the road at the time; whether he gave instructions to his successor or not I do not know. I have been changed from one district to another myself, and it has always been customary both to give and to receive information.

4107. You say it is the duty of a Road Superintendent among others to draw up specifications for contracts for earth-work, metalling small bridges, and so forth? Yes.

4108. Are they expected to draw out these specifications, irrespectively of the Commissioner altogether? When they are made out they are generally forwarded to the Office in Sydney.

4109. Do you happen to know whether the Commissioner for Roads has ever himself drawn out specifications, and directed you to send them to the Office? I do not know anything of the kind. I have had no specifications made out since Captain Martindale resigned. At that time I know on the Western Road, the Superintendent, with the assistance of the overseer, used to make out specifications, and forward them to the Office in Sydney; that was the system.

4110. And the Road Superintendent was considered to be the person responsible? The specifications were sent to the Office, and checked by Mr. Bennett, the Engineer.

4111. Has that been the practice recently? I have had specifications on the Parramatta Road that I think were made by the Engineer, in the Office in Sydney.

4112. You did not draw up these specifications? No, they were handed to me on taking charge of the Parramatta Road works.

4113. Have you received instructions to draw out specifications, and afterwards to submit them to the approval of the Commissioner? No, I have not, but I expect to receive instructions directly the Estimates are passed, and when we know what money we have to spend.

4114. You gave some evidence with reference to the Doughboy contract; you spoke merely from cursory observation made when you travelled over it? That is all.

4115. You travelled over it in the mail? Yes, I walked over some of it going up.

4116. Did you look particularly to the manner in which the contract was being performed? No, not into the details.

4117. What is the average width of the roadway? I never measured the width, but I understood that in some places the road was only 24 feet wide.

4118. Can you not, from being so much in the habit of measuring work, form some idea? In some parts it was 53 feet, in others 50, in others 40, and in some not more than 24.

4119. What is the width of the roadway? The width of the pitching I understand is 18 feet.

4120. Mr. Forster asked you something with reference to plans of the work, and you said you could form some idea of how it was to be performed by plans—but are you not, as Road Superintendent, provided with proper plans and specifications, in detail? It has been generally the case.

4121. Has there ever been any departure from this rule? In this particular instance of the bridges I have seen no specifications.

4122. What bridges? These two bridges I have mentioned as being in progress.

4123. Nobody has any specification? I have never seen any specification; I have had a plan.

4124. Are you not provided with a specification, stating the quantity of timber, the thickness of the coating of tar, paint, and so forth—everything connected with the work? Not in this instance.

4125. Have you in any other instances known a departure from this practice? I think not.

4126. Have you made any application for specifications in detail? No.

4127. Why not? I did not consider them necessary.

4128. Why did you not consider them necessary? I have already had so many bridges built that I fancy the plan is sufficient to go by.

4129. If there were any deviation from the regular practice, would you not think it necessary to call the attention of the authorities in Sydney to it? I did not in this case. If there had been any difficulty between me and the contractor, any dispute as to the way in which the work was to be done, then I would have applied for a specification; but as long as I got the work done to my satisfaction I did not see the necessity. The plan is very detailed; it shews the timber, the iron-work, and so forth.

4130. You know nothing about the bridges in the Doughboy Diversion? No.

4131. Between the Doughboy Diversion and Armidale how many contracts are there going on now? There is a clearing contract; one clearing contract is finished, the other is in progress.

4132. Which is the one finished, and which the one in progress? The one in progress is from Goonoo Goonoo to Armidale. That, I believe, was originally in three contracts; one contractor has the lot.

4133. What are the others? The two bridges I have mentioned.

4134. Are there no other clearing contracts? I have mentioned the one in progress.

4135. Which is the one finished? From the Doughboy to Goonoo Goonoo.

4136. Who had that contract? Mr. Heritage.

4137.

4137. Is there any other contract going on between the Doughboy and Goonoo Goonoo? Mr. William Coghlan.
There is a small task for cutting some rock away near the Willow Tree.
4138. Who has that? Mr. Martindale, I think.
4139. What is the extent of that? I believe it to be cutting 500 yards of rock.
4140. What is he to receive for it? I do not exactly recollect the price.
4141. Who has charge of that? Mr. Hannington.
4142. Do you not consider that you have charge of the work over him? Yes.
4143. Do you not consider that you should have the price? I have the price, but I do not remember it.
4144. Have you the specification? No.
4145. Was that let by public tender? No. It is only a small task of 500 cubic yards of rock to be cut away. What the price is to be I do not recollect; I should say about 3s. a cubic yard.
4146. Are there no other contracts between Doughboy Diversion and Goonoo Goonoo? No; I do not recollect any other.
4147. Is there not another contract between the Doughboy Diversion and Goonoo Goonoo? No; I do not recollect any other.
4148. Is there not another contract between the Doughboy Diversion and the Willow Tree, besides this one you have alluded to? Not unfinished. There have been some culverts there, but I think they are finished.
4149. How long have they been finished? I am not aware.
4150. Has there been a contract for clearing at Apple-tree Flat? I do not know—Mr. Heritage's and Mr. Martindale's contracts meet.
4151. Do you know where Mr. Martindale's commenced and where it terminated? I understand it commenced at the end of the metal.
4152. Is it completed? I do not know; I understand he had the clearing of the part he has formed and metalled.
4153. Do you know whether he had the clearing of three or four miles in length? I do not know; if he had it would be on the part he has formed and metalled.
4154. Beyond that—between that and Apple-tree Flat? I never thought he had.
4155. You know then of no contract except those of Mr. Heritage and Mr. Martindale near the Willow Tree? I do not recollect any other; these culverts I believe were built by Mr. Martindale, and these were the only contracts between Doughboy and the Willow Tree.
4156. How long have they been completed? They were finished when I went by; whether they are passed or not I do not know; if they are not paid for, the vouchers will go through my hands I suppose.
4157. I again ask you whether you happen to know whether Mr. Martindale had a contract for clearing beyond Doughboy Extension, between that and the Willow Tree? I always was of opinion that his contract ended with the metalling contract.†
4158. When you assumed your duties, you never received any information that there were any other contracts than the ones you have alluded to under construction in your length of the road? If Mr. Martindale had a clearing contract up there, it must have been finished when I went up; I understood at that time there was only Mr. Heritage's contract.
4159. Are you allowed to allot contracts to any persons for public works without submitting them to competition? Yes; small tasks I have let several times without tender.
4160. Have you ever received any instructions with reference to this matter? Yes; on the Southern Road, on the occasion of the Commissioner's visit there; I was then overseer; he pointed out several small pieces that required improvement; he noted down the amount of money he thought it ought to be done for, and gave me authority after he arrived in Sydney to spend certain amounts upon these jobs. They were done without tender.
4161. Do you happen to know the maximum amount of any contract allotted by yourself or by any Government officer on the road without being submitted to competition? I have sent in returns of all the moneys I have expended without tender during the time I had charge of the district between Parramatta and Penrith. Before I came there I was on the Southern Road, and I think about £900 was spent there without tender.
4162. What was the maximum amount of any one contract? I think about £100 was the largest contract that I ever let without tender; but there was a bridge on the Parramatta Road let by the Commissioner without tender, the price of which is £295; that is the largest I know of anywhere.
4163. There have been no contracts allotted since you took charge of the Northern Road? No.
4164. Do you know whether Mr. Martindale has performed any contract on the Southern Road within any reasonable time? I believe he has a contract at Camden. When I was on the Southern Road I was a long way farther up, and therefore I do not know anything of that part. I was at Gundagai.
4165. You do not know this of your own knowledge? No.
4166. Did you receive any particular instructions with reference to signing vouchers, when you were appointed to this office? No; not to this present appointment.
4167. Supposing that a Road Commissioner paid a contractor a sum of money in excess of the agreement, and you were Superintendent of the work, would you feel it to be your duty to remonstrate with the Commissioner? Yes.
4168. What amount of money is it customary to keep in hand in contracts—how much per cent.? Ten per cent. I think that has been the usual thing lately.

4169.

* NOTE (on revision):—I never have heard anything of the contract referred to in these questions, nor do I think it exists.

† Revised:—I do not believe he had.

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4169. Do the terms vary with different contractors? They do vary; they are not always the same; we have kept 25 per cent. on some.
4170. You consider it to be your duty to send in vouchers of a certain quantity of work having been done which would entitle the contractor to receive a certain amount of money? Yes.
4171. Suppose that amount of work has not been done, what do you do—would you in such a case refuse to sign the vouchers? Decidedly.
4172. You say you consider that the Commissioner being your superior officer could pay money in spite of you? No, I do not exactly say that.
4173. In reply to a question of Mr. Forster's you gave an answer to that effect? If the work had not been done the Commissioner could pay for it?
4174. I understood you to say that if the Commissioner chose to pay money you had nothing to do with it, he being your superior officer? I do not think I said that exactly. I think I said that he, as my superior officer, could form a better opinion of the value of the works than I; but I do not say that I would not object to it.
4175. Suppose the money were paid upon the Commissioner's order, and you did not think the work done that would warrant the payment of the money, what course would you adopt? I should write to the Commissioner, complaining of its having been done, and stating that that amount of work had not been completed.
4176. In the event of his still persisting in paying and taking no notice of your protest, what course would you take? If I had a reply from him stating that on his responsibility he would pay it, it would relieve me from any further responsibility.
4177. Would you consider it consistent with your duty as public officer to see a violation of a contract without taking any steps to prevent that violation? I would protest against it.
4178. To him? Yes.
4179. Would you consider him your final head? I fancy I am responsible to him.
4180. You would not consider it consistent with your duty to represent the facts to the Minister for Works? I do not think I would; but that would be a matter of consideration with me.
4181. *By Mr. Dangar*: You have stated that Mr. Hannington is still in town? I believe he is; I do not know.
4182. How long has he been away from his duty? I think yesterday fortnight he was to have been down here. The message I received was on the Saturday before.
4183. Do you know by whose authority he left the works? I do not; I took it for granted that he had been summoned before the Committee.
4184. Where is Mr. Hannington staying? At the Doughboy, generally; he has charge from Doughboy to Goono Goono.
4185. Do you know whether he is competent to measure works? I do not; I have had no opportunity of knowing that.
4186. Have you power to order Mr. Hannington to return to his duty? Yes.
4187. Have you done so? No, I supposed him to be still in attendance on the Committee.
4188. Do you know whether he has been summoned? I do not know that he has.
4189. Are maintenance men allowed Government tools? No.
4190. They find their own tools? They find their own tools, as a general rule.
4191. Did Mr. Hawkins, the overseer in the Tamworth District, hand you any specification when you took charge as Superintendent of the works in progress? He shewed me the copy of a specification.
4192. Is it your duty or have you instructions to inspect contracts for clearing the line by Mr. Heritage and others? Yes.
4193. What is the present regulation as to the mode of weighing the ballast carts—the quantities? I have never done anything of the kind.
4194. What is the usual way in contracts for ballasting the roads? I have always had the ballast by the cubic yard, and have measured it in heaps, and after it has been spread on the road.
4195. Can you tell the thickness? Yes.
4196. Was there not a regulation in force that the contractor's carts should be measured before carting was commenced? Never to my knowledge.
4197. In some instances it is measured in heaps, and in some instances when it is spread? In every instance I have measured it twice, first in heaps and afterwards when spread.
4198. Then you by that means certify that the contractor has put on the quantity of ballast required by the contract? Yes.
4199. You spoke of an overseer having telegraphed to you before proceeding to Sydney? Yes.
4200. Can an overseer telegraph to you on public business whenever he may think fit, at the public expense? I consider that he paid that.
4201. As a Road Superintendent, how do you distinguish public from private telegrams in your accounts? Private telegrams I pay for.
4202. Do you pay in cash, in the Office, for private telegrams? Yes; for the public ones I send in a bill at the end of the month.
4203. Are you allowed to send as many telegrams as you think fit during the month? I have never had any instructions on that point; at any time I have thought it necessary I have sent a telegram, I have never been prevented from doing so.
4204. Did Mr. Martindale, as far as you have heard, carry on his contracts in Melbourne with satisfaction to the Government, or to those who employed him? As far as I have heard, I believe there have been some complaints; I never knew any of his contracts as being finished while I was there; I knew the works in progress, but after leaving I heard there were complaints.

4205. Are you aware that the Government complained of the manner in which he had carried out his contracts? I have heard that report. Mr. William Coghlan.
4206. You were never a sub-overseer under him? No.
4207. How are these maintenance men placed—are the threes and fours you spoke of placed in one place, or separated? Each man looks after seven or eight miles; he is constantly going backwards and forwards, filling in holes. 18 Dec., 1861.
4208. How often does the overseer see that man? The overseer is supposed to go up and down the road at least once a week; and then, if there is any particular work to be done, he attends to the men engaged upon that more than to those on other parts of the road.
4209. Have overseers let works without tenders? I have never known it to be done.
4210. Can they let work without the Superintendent's permission? I should say not.
4211. The Superintendents can let work without any tender—without advertisements? I think not; they must have permission.
4212. Then they can let it without advertising—without public competition? We have done so.
4213. Was that done on the Western Road? When I was on the Parramatta Road several small works were let without tender.
4214. Up to £100? Not so much as that, I think.
4215. You say you did not report Mr. Hannington's absence to the head Office? I think I did write on that subject; I am not quite certain. I do not think I made any official report that he had left, but I think I mentioned it in one of my communications.
4216. You received no answer? I am not positive.
4217. As an overseer and Road Superintendent under the Government, are you aware that there is a regular scale of prices in the Commissioner's Office, for cutting drains and other kinds of work? I have not seen any; I fancy the prices would vary with the locality.
4218. Are you aware of contracts being taken in your district, before you were appointed to the Northern District, at less prices by tender than the estimate from the office by the contractor when put up to public competition? Contracts that were taken on the Parramatta Road varied a good deal in price, but I have known them to be taken at less than the estimate.
4219. Much less? Not much less.
4220. Have they been less? I did not see the estimates, but I fancy some of the contracts must have been less.
4221. Were they carried out to your satisfaction? They were carried out, but with great difficulty—the cheap ones.
4222. Is it usual to contract for all important works upon the Western Road? As far as I have known, it is.
4223. *By Mr. Lucas:* Can you tell the amount the contractor was to receive for the 60 feet bridge—the first bridge you spoke of? I know the timber for that bridge was supplied by a separate contract, and was done before I went up.
4224. Then it was not under your supervision? The supply of timber was not, but the building was.
4225. I am speaking of that part of the work that was under your supervision? The Uralla bridge was let for £125; and the painting and tarring, £12 10s.
4226. What other bridges were under your charge? There was another at Saumarez Creek.
4227. What price was paid for that? £130 for building, and £13 for tarring and painting.
4228. From whom did you get these amounts? From the contractor and from the overseer.
4229. Have you seen the specifications of these bridges? No.
4230. Have you seen the vouchers for the advance of money to contractors on the road? For the clearing, I have; not for the bridges.
4231. Did you see the specification of the clearing? Yes.
4232. Did you know the amount that was to be paid for the clearing? I got that from the Office.
4233. Have you been officially informed of the amounts to be paid to contractors for all the works under your charge? Not yet. I sent a voucher for clearing on account of work done, and at the same time I sent a note, asking whether the figures were correct—the total amount of the contract, and the amount already paid. I got a reply that they were correct.
4234. Is it not usual for the person in charge of work to have a copy of the specification given to him by authority? Yes.
4235. I understand you to say, then, you have seen a plan of these bridges, but not a specification? I have not seen the specification.
4236. Did you ever know an architect to give plans without furnishing specification also? No.
4237. Did you ever know a case where a contractor would tender for work unless he saw the specification? I fancy he might tender from the plan. These are very simple bridges—they are only on piles.
4238. If you were contracting for work, and you could only see one document, which would you rather see, the plan or the specification? The specification, I think, on the whole; in some cases not.
4239. I suppose the place would not shew the description of timber to be used? No; but in this case the timber was delivered; the contract was for building only.
4240. Would the plan shew you whether the flooring was to be split or sawn stuff? Sawn stuff was on the ground, delivered.
4241. Do you not know that it is impossible to shew many things on a plan? This contract was merely for building the bridge, the material being on the ground.
4242. Where are these plans now? In the hands of Mr. Hawkins, the overseer; he has a copy, and I think the man building the bridge has a copy.
4243. Did you ever receive instructions from the Commissioner, or from anyone under him to certify to any quantity of work for the contractor? No.
- 4244.

- Mr. William Coghlan. 4244. Did you ever know such a document to be sent to an overseer or Superintendent, before you went on the Northern Road? Desiring them to certify?—No, I never knew an instance.
- 18 Dec., 1861. 4245. Did you ever, as overseer or as Road Superintendent, receive a document asking you to estimate for work, the figures required for the estimate being given in that document? I do not understand you.
4246. Did you ever see a document coming from the Sydney Office, stating that a certain amount of extra work was required, and that a certain amount was to be paid; that it was to be estimated for and sent back to the Office as if it had originated with the Superintendent instead of with the officer in Sydney? I never knew an instance of the kind.
4247. You said you were Superintendent over work when Mr. Martindale was contractor in Victoria? Yes.
4248. You did not remain there? He had just commenced the contract, and shortly after he commenced I left.
4249. You did not remain till the work was finished? No.
4250. Was that the only contract you were employed upon of which Mr. Martindale was the contractor? That was the last; there was one before—a task for cutting away a hill. I was then under the engineer; I measured the work.
4251. Was there any other? No.
4252. Did you ever draw any plans or specifications, or make any estimates of works, during the time you were employed in the Victorian Government? No plans; I made sections of a new road.
4253. Have you ever done anything of that sort here, in the shape of estimating for work? Yes.
4254. What work have you estimated for? I prepared the specifications and estimates for all the contracts in the Blue Mountains, fifteen months ago.
4255. Are the works now being carried out under the plans and specifications you drew out? I think they must have been; I never heard of any change, but I left that district.
4256. Who was the contractor on the Western Road during the time you were overseer there? There was a man named Corcoran, Mr. Boland, and Mr. Smith.
4257. Then you went to the Southern Road? Yes.
4258. Who were the contractors during the time you were there? Mr. Hammond and Mr. Bocking were partners; Mr. Dooney, and Mr. Sheehan.
4259. Any one else? No one.
4260. Can you give us the date when you went to the Southern Road to superintend the work? It was the end of May twelve months.
4261. That would be in 1860? Yes, the end of May, or beginning of June, 1860.
4262. You remained there how long? I came down again in the end of June—June last; I arrived at the Parramatta Road in July.
4263. Then you were overseer about two months on the Southern Road? No, I was there between twelve and thirteen months.
4264. You were there then from May, 1860, to June or July, 1861? Yes.
4265. These were the only persons who did work on that road during the time you were there? The only persons who did work by contract; there were a few small tasks.
4266. What part of the Southern Road did you supervise? Between Yass and Gundagai, and between Yass and Gunning for a short time.
4267. Had you anything to do with any works between Goulburn and Camden? Never so far down as that.
4268. I understood you to say that you have always seen the stone measured before it was spread or after? Yes, I have measured it both before and after.
4269. The heaps are generally put on blocks of wood, one block in the centre, and one on each side? Yes.*
4270. Have you never seen it laid on the road without being measured previously? No, I never did—never any metal; pitching I have seen—large stones.
4271. What is the difference in the value of broken metal and pitching? It would generally be from about half-a-crown to three shillings a cubic yard; a cubic yard of metal would cost about that much more (2s. 6d.) than pitching.
4272. We always understand by pitching, I presume, the placing of large blocks of stone on the surface of the roadway, and throwing gravel or some similar material on the top? I understand pitching to mean stones laid upon the road and knocked into their place with a maul.
4273. What do you call ballasting? Ballasting may be anything; a road is pitched if the stones are laid and bound with gravel; if only metal is used I consider that metal is ballasting.
4274. *By the Chairman:* Is it the practice of the Superintendent of Roads to send in fortnightly vouchers? In some districts it is, in others the vouchers are sent in monthly.
4275. In what cases is the distinction made? The Superintendent is at liberty to send them in fortnightly if necessary. I send them in fortnightly if a person requires money to carry on his work.
4276. That is left to the discretion of the Superintendent? I think so; I have always found it so.
4277. In all cases they are expected to be sent in monthly? At least monthly.
4278. A longer time is not allowed to elapse? No.
4279. Have you sent in fortnightly vouchers since you undertook these works? Yes.
4280. Fortnightly or monthly? Monthly; I sent in one fortnightly for one of the clearing contracts.

4281.

* NOTE (on revision):—No. This question is not correctly reported.

4281. Was money paid upon them? Yes.
4282. You have heard no complaints then? No.
4283. With regard to the Doughboy Diversion you have not sent in any? No, I have not.
4284. Do you know whether any money has been paid upon it since you took office? I do not know whether it has or not.
4285. If any had been paid would it be regular—would it be wrong? I do not think it would. I do not consider Doughboy under my charge, under the peculiar circumstances of the case.
4286. Works have been going on there? Yes.
4287. Do you mean to say, that since you have taken office, for these five weeks past, there has been no superintendence over the Doughboy Diversion works? Mr. Hannington, the overseer, has been there.
4288. He has been by himself—there has been no superintendence over him as regards these works? No; there is no important work going on there; it is merely finishing.
4289. Then all the important part is done? I consider it is.
4290. Then it is not possible to make much alteration without going back again? Yes, they can make the road as much better as necessary.
4291. Are you aware whether any alterations of an important character have been made upon the Doughboy Diversion? I do not know.
4292. Mr. Hannington has been superintending them all the time? He is supposed to be looking after them.
4293. Then Mr. Hannington is virtually without anyone at all to look over him? With reference to this particular work.
4294. It was part of his duty? Yes; but we have thought all this time the Commissioner would come up.
4295. Then all these five weeks you have been expecting the Commissioner to visit the works? We thought he might come up.
4296. Did you report under these peculiar circumstances? Yes; my report stated that I could not give much information respecting these works.
4297. Did you state distinctly that you were not taking charge of them? No; I thought it necessary that I should get charge, and that that would bring a reply.
4298. You expected Mr. Collett to come up and settle the matter personally? I did.
4299. Then you have been virtually without instructions for five weeks? No, I received all the instructions necessary to enable me to carry on the work. If I had required anything further I would have applied to the Office and got what I wanted.
4300. *By Mr. Lucas:* How many letters have you sent to the Office since you have been appointed to your present position? A great many; I dare say a dozen; more, perhaps.
4301. Official documents? Yes, upon different subjects.
4302. *By Mr. Hoskins:* Do you consider this (*referring to the shale already produced*) a very inferior article for metalling the road? I do.

Mr. William Coghlan.
 18 Dec., 1861.

THURSDAY, 19 DECEMBER, 1861.

Present:—

MR. DALGLEISH,	|	MR. HOSKINS,
MR. DANGAR,	|	MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Frederick Wells, Esq., called in and examined:—

4303. *By the Chairman:* Do you hold any appointment in the public service? I hold an appointment as far as this, that I am engaged on works in the public service; not a gazetted appointment.
4304. You are a surveyor? Yes.
4305. A qualified surveyor, of course? Yes, I have served my time.
4306. Have the Government employed you for any length of time? It is over two years since I first entered the service as a draftsman, in 1859; I have been employed over twelve months as a surveyor.
4307. Are you what is termed a licensed surveyor? No; I have never had occasion to apply for a license; but the Government have employed me on various works from time to time, and I have always been paid by salary on the same footing as the junior surveyors.
4308. Are you under any officer at present—any head of a department? I consider myself under Mr. Collett, the Commissioner for Roads.
4309. In what part of the Colony are you employed? At present on the Mudgee Road.
4310. Were you ever in the Northern District? Yes.
4311. Were you long there? From April, 1860, to July, 1861.
4312. Do you know the main Northern Road from Maitland to Armidale? From Murrumbidgee I know it well, every inch of it.
4313. Were you under Mr. Collett when there? Yes, part of the time; I was primarily appointed by the late Engineer for Roads, Mr. Bennett.
4314. Are you acquainted with the works in that part of the district in their present state? Not in their present state.
4315. When was the last time you saw them? In July (southerly from Tamworth), and a week or two before that I took a trip to Armidale.
4316. Are you a thoroughly qualified judge of roads? I have had some experience upon them, having acted as Superintendent of Roads and been otherwise employed upon them.

19 Dec., 1861.

F. Wells, Esq. 4317. Are you a mineralogist? No; I have just such a knowledge of it as a man picks up in acquaintance with his business.

19 Dec., 1861. 4318. You know the difference between trap and shale? Decidedly.

4319. Do you know anything of the circumstances which led to an alteration of the road near what is called the Doughboy Diversion? No, that was determined upon before I received any appointment in that district at all. I had some slight alterations to make in the survey of it; and that was the first surveying work I undertook in the Colony, under the Government.

4320. You had some of the surveying of that road? I had some alterations to make on Mr. Debenham's first survey; but some of the deviations were not afterwards adopted; they were thrown out by Mr. Collett.

4321. Can you state what alterations you suggested which were not adopted? Suggested is scarcely a fair term; Mr. Bennett took me over the line, directing me to make a traverse and plan and send it in; it was Mr. Bennett's own suggestion.

4322. Mr. Collett was not over you at that time? No.

4323. What was it Mr. Bennett wished done? It was an alteration, by means of which a large cutting would have been avoided, but at the expense of some large bridges. But I never went into the merits of the case to know which was the best line.

4324. Has that idea of Mr. Bennett's been carried out? No.

4325. What alteration has been made upon it? They have gone into a large cutting on a heavy sidling, in lieu of the bridges, and on a much easier gradient.

4326. What is your opinion of the two, as to which is better than the other? I think myself the cutting had better have been avoided; I do not think it will stand permanently without a retaining wall.

4327. You think Mr. Bennett's plan the better one? Yes, I think so.

4328. Taking into account the expense of the bridges on the one hand, and of the cutting on the other, and the difficulty of keeping it in its position, you would have preferred Mr. Bennett's plan? Yes. There were many circumstances to counterbalance it, but I should imagine the cutting will not stand, at all events in times of flood, without a face wall or something to retain it.

4329. I suppose there is something to be said on both sides? Yes.

4330. Mr. Collett's plan was adopted after Mr. Bennett left? Yes; I know the first working drawings of the present line were got out after Mr. Bennett left.

4331. Which do you think could have been carried out at the least expense? That I cannot say, not having gone into the drawings. I think probably the cutting was the least expensive, looking at it merely as a cutting.

4332. The plan as adopted? Yes. But then I think it would be run up considerably if such a retaining wall were built as I think will be needful. There is no space between the sidling and the creek, and the sidling is very steep and necessitates an immense cutting. I think the stuff standing at its own pitch would come down into the creek.

4333. This is at what is called the Doughboy Diversion? Yes, it forms a portion of it; it is only a deviation for about half a mile from the line Mr. Debenham laid out.

4334. Do I understand that you think the cutting is too narrow—that the road is too narrow at the cutting? No, I believe it is fully up to what is specified for in the contract; but I think that the cutting, being made on a sidling with no space between the foot of the slope and the creek, will not stand without a retaining wall.

4335. Where is the creek? Immediately under where this heavy cutting goes; the creek is just beneath. I think the creek will sap it, in times of flood at any rate.

4336. Is that a fault of the contractor, or a fault of the original design? That I cannot say; it depends in a great measure on how the work is performed; but I should say the original design was not good.

4337. Could not that be avoided by making a wider cutting? I cannot perceive it, unless by throwing a deal of stuff to spoil.

4338. At all events, if the cutting were wider it would be longer before it was sapped by the creek? No, I do not think that, either; and there must be more stuff to throw at the side, or to carry away altogether.

4339. It would be more expensive, of course? Very much more expensive; every foot in the hill would entail a very heavy expense.

4340. You say, as it is now, it is not likely to last as a good road—What is your suggestion to remedy that? I did not see it after the works were complete, and therefore I could not so well form an opinion, only going over it before the ground had been touched.

4341. What do you think necessary to make the road permanent? A retaining wall.

4342. On which side? Towards the creek.

4343. Do you suppose that would be an expensive work? Yes, I should consider it so, decidedly.

4344. What do you think would be the expense, in round numbers? I cannot say; I cannot say how many yards would require facing. Mr. Bennett having selected a deviation away from there, which he directed me to survey, I never had occasion to go on this particular spot more than once, when I went with Mr. Bennett to examine some trial pits he had had sunk into the sidling where he was afraid there was rock in it, which also I believe induced him to abandon it.

4345. Can you speak at all to the way in which these works have been carried out under the present contractor? No, I have not been in that neighbourhood during the time. I have noticed in some places that some stumps had not been taken out; but that was many months ago.

4346. Before the contract was complete? Yes, in July.

4347. It was quite possible to remedy that afterwards? Yes, quite possible. The contract was

- was not complete at the time, and of course such things as these could be completed at any ^{F. Wells, Esq.} time.
4348. Can you speak at all as to Mr. Collett's competency in superintending public works? 19 Dec., 1861.
Well, I have seen works that have been carried out under Mr. Collett's superintendence that have not been done in the most creditable manner; whether it was his own fault or that of his overseer I cannot say; but I think he might have looked after it himself, so that it would have been better done. That was during the time he was a Road Superintendent himself.
4349. Can you say what works these were? Some works on the Liverpool Range.
4350. What was the fault? The metal was broken to a very large size; it lay in heaps for some time at the road side, and might have been seen; and it was also put on in very wet weather.
4351. Was it a good kind of metal? Yes, very good, but too large.
4352. Was the road not consolidated properly? The road had not been formed to receive the metal, and it was very much cut up by the traffic at the time the metal was put on, so much so that the mud reached halfway up my leg when I was chaining up it.
4353. Can you tell us the position of this place? It was on the northern descent of the Liverpool Range into Doughboy Hollow.
4354. How much of the road was there reason to find fault with? Possibly only fifty or sixty yards where the metal was put on in that manner in wet weather, though the length of metalling was considerably more. I spoke to Mr. Collett's overseer at the time, and he made the remark that now was the time to put on the metal; I made no further remark. Mr. Collett was possibly unaware at the time that this metal was going on in wet weather, because I do not think he was in that part of his district at the time; I think he was at the lower end of his district.
4355. Who was the contractor for that work? I forget the man's name.
4356. Would you know it if it was mentioned? I think I should.
4357. Was it Miller? No.
4358. Martindale? No.
4359. Greer? No; neither Clements nor Greer.
4360. Donaldson? No, I do not think that was the name.
4361. Mr. Collett was Superintendent of the road? Mr. Collett was the Superintendent of the road at that time; that portion of the road was in his charge; it was the extreme northern end of his district, he being then a Road Superintendent of the first class.
4362. Should you say this faulty construction of the road was a deviation from the specification? I cannot say how Mr. Collett would write out his specification. As Superintendent of the district he would write it out for a job like that; it was not a very large job like the Doughboy Diversion, and Mr. Collett would probably write out his own specification.
4363. Do you know whether the contract was taken by competition? Yes, I believe all works were let at that time by competition.
4364. Who was the overseer over this particular work? Mr. Clark; he was the party to whom I spoke.
4365. You mentioned it to him? Yes; the only remark he made was, now is the proper time to spread metal.
4366. Did he say that in joke or in earnest? I believe he meant it in earnest.
4367. Was he a properly qualified person? I really cannot say; I never had any conversation with him, except on one or two occasions.
4368. You would not consider that remark an evidence of his qualification? No, certainly not.
4369. Did you afterwards hear any complaints from persons travelling, of the badness of the road at that place? I did hear of a dray going down being obliged to double-bank its horses; and I myself thrust the handle of my hunting whip into a cart rut, where a wheel had gone through between eighteen and twenty inches. I cut a notch on the whip at the time, to shew it to Mr. Bayley, because he promised to report this circumstance to Mr. Bennett. People travelling were commenting on it very severely.
4370. Was this after the contract was supposed to be completed, and the road thrown open to the public? The road was open to the public, but I think there was a little more metal to go on.
4371. Do you think the metal was spread in sufficient quantity? Yes, I should say so; from what I can recollect I should think there was quite sufficient, had there been a proper sub-stratum.
4372. You are not aware whether that part of the road has been repaired since? I cannot say; it appeared very good the last time I came along it.
4373. Was it dry weather then? The last time I saw it by daylight it was dry weather, but the last time I came over it was by night, and it was wet.
4374. Did it appear hard? Yes; but I did not notice it particularly, being on horseback.
4375. Was it very rainy weather? There had been a good deal of rain previously, and there were then showers.
4376. It takes a great deal of rain to affect a made road, does it not? Yes; and if it was soft I might not perceive it on horseback so much as I should have done in a vehicle.
4377. You say you mentioned it to Mr. Bayley? Yes.
4378. What was Mr. Bayley then? He was Superintendent of some works on the range.
4379. Not over Clark, the overseer of this piece of road? No; he was Superintendent of extra works apart from Mr. Collett's jurisdiction on the road. I mentioned it to him in conversation.
4380. What steps did Mr. Bayley take when you mentioned it? He agreed with me that it was a scandalous time to put on metal.

- F. Wells, Esq. 4381. Did he go and look at it? Not in company with me, but he told me he had seen it; in fact I think he was the first to draw my attention to it.
- 19 Dec., 1861. 4382. Did he make any report of it? I wrote a report on the subject to Mr. Bennett, as he had requested me if I saw anything wrong on the roads to report it; I thought, after Clark saying what he did when I mentioned it, that it would be as well to report it to Mr. Bennett, but Mr. Bayley persuaded me not; he said he would mention it himself.
4383. You wrote a report, but did not send it? Yes, and I had Mr. Bayley's witnessing signature to it.
4384. Have you that report? I may have it where I am staying.
4385. Have you any objection to hand it to the Committee? Not the slightest.
4386. Will you send it to the Committee if you find it? Yes. It is witnessed by Mr. Bayley; but he said he thought it might create a great disturbance, and he would mention it himself if I did not send my report in.
4387. What connection had Mr. Bennett with Mr. Collett? Mr. Bennett, being Engineer for Roads, had the general inspection of all roads.
4388. Are you aware whether any further steps were taken? I think not. I left soon after that, to proceed further northerly. I was only working in patches at that time.
4389. Was Mr. Bayley put on as an extra assistant to anyone at that time? No; I do not exactly know what terms he might have been on; but to the best of my knowledge he was on the same footing as myself when Bridge Superintendent.
4390. He had nothing properly to do with this piece of road that you speak of? No; he was over the whole of the southern ascent of the Liverpool Range; that was the extra work he was doing.
4391. What was Mr. Bayley's office then? He was superintending the southern descent, known as the Murrurundi Gap Cutting.
4392. Was he associated with anybody? At that time he was in full charge of the work himself; but subsequently Mr. Collett had jurisdiction over that, in common with the rest of the roads, when he became Commissioner.
4393. At the time you speak of Mr. Bayley was not under Mr. Collett? No.
4394. But Mr. Collett was Superintendent over the portion of the Northern Road which included the faulty piece you speak of? Yes.
4395. What are the duties of the Superintendent of a road as distinguished from those of an overseer? The Superintendent of course has virtually charge of the whole district, and the overseers are his foremen, to watch for him on the various works, as he cannot be always on the spot.
4396. It is the duty of the overseer to watch the contractor at every step? Yes.
4397. And not to vouch for the work unless he thinks it properly done? Certainly not.
4398. Is it the custom with the Superintendents not to pay money till the vouchers of the overseers are received? I believe the overseer has to vouch in order to fill up the form properly, and subsequently the Superintendent vouches, and then the money is paid in, not before.
4399. These two vouchers constitute the certificate to the contractor on which he receives his money? Yes.
4400. And it is irregular to pay money to the contractor without both? I should say so; I should say the Superintendent would not sign without the overseer's voucher, unless the work came under his own immediate notice.
4401. One voucher would not be sufficient without the other? Probably the Superintendent's would be good without the overseer's, but not the overseer's without the Superintendent's.
4402. I suppose it would be quite irregular to pay money without the voucher of the Superintendent? Yes, quite, I should say.
4403. You speak from your general experience of such matters? Yes.
4404. Now, again—What is the duty of the Commissioner of Roads over a Superintendent and overseer? That I cannot define. The Commissioner of Roads, I should say, was principally to audit the accounts in the Office; that seems to me the principal part of his duty, had he a competent engineer under him.
4405. In fact, the clerical department? The clerical department properly belongs to the Commissioner.
4406. Do you think the Commissioner would be acting rightly if he authorized money to be paid without the vouchers of the Superintendent and his overseer? I do not think he would be acting correctly.
4407. Is the Commissioner a qualified person to decide on the way works are done at all? He ought to have had sufficient experience to tell that.
4408. I am not speaking of his competency, but from the sort of duties he does otherwise, which you say are principally clerical, would it be possible for him to know whether the works were done properly or not unless he had been on the spot? No; but there should be a visiting engineer, as at the time Captain Martindale and Mr. Bennett were in office.
4409. What is the duty of the Engineer? To go round and inspect all the roads in the Colony.
4410. Then according to that, there ought to be four officers concerned in seeing that road-works were done properly—the overseer, Superintendent, Engineer, and Commissioner? Yes.
4411. Supposing the Engineer differed in opinion with the Superintendent and overseer? Then I should say the Superintendent would have to give way if the Engineer was in power, as at the time that Mr. Bennett was in office; but they have not been working with an Engineer for Roads lately; the Commissioner has visited and acted also in selecting works in the same manner as Mr. Bennett used, holding the title of Commissioner.
4412. Is Mr. Collett an engineer? I do not think he has ever been qualified as an engineer.

4413. Do you think he is qualified to determine the condition or quality of works, as an engineer would be? He may possibly have acquired practical acquaintance with works, but I certainly could not call him an engineer, or say that he was able to decide on large works, though no doubt he could superintend works and see them carried out according to specification. F. Wells, Esq.
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4414. Would you like to take his opinion as to the theoretical construction of a bridge, for instance? No; I think that is beyond his capabilities.
4415. Do you think, when a bridge is built, he is capable of determining whether it is properly built? I should say he can determine whether the joints are close and true, and the work correctly done, but not judge of the design.
4416. You would not like to take his opinion of a bridge unless you had an engineer's with it? No, I think not; that is, a bridge of any size.
4417. Then for some time past, works on the Northern Road have been determined on, and the contracts carried out, without any engineer at all? Yes, recently.
4418. None of these three gentlemen—Commissioner, Superintendent, or overseer—have had the qualifications of an engineer. I am speaking of the Northern Road? I consider Mr. Quodling was capable of looking after a bridge, having the bridge designed for him; I consider no man better capable of turning a road out truly and thoroughly.
4419. You are acquainted with Mr. Quodling? Yes; I was up there for over twelve months.
4420. You have had frequent opportunities of observing Mr. Quodling's capabilities and mode of doing his work? Yes, frequent.
4421. And you can speak well of him? Yes, very favourably indeed.
4422. Is Mr. Quodling an engineer? I would scarcely call him an engineer; he has had great experience under a contractor; he may be called a working engineer.
4423. Whose opinion would you rather have of the merits of a bridge, Mr. Quodling's or Mr. Collett's? I would sooner take Mr. Quodling's, I think, from what little I have seen of the Commissioner; I never met Mr. Collett but once, for a day and a night, but I have understood he has not been educated as an engineer; I cannot say whether he has since qualified himself by study.
4424. You have seen Mr. Quodling at work? Yes, as Superintendent.
4425. What should you say of his mode of attending to his duties—do you think he performed them to the best of his ability? I believe he did thoroughly; he was indefatigable in his attendance at the works, and repeatedly over his road inspecting it.
4426. Have you noticed on the road under Mr. Quodling's charge any instances of faulty construction or deviation from the specification, such as you have mentioned in regard to other parts of the line? No, I do not remember any.
4427. Do you think generally that the works passed by Mr. Quodling were turned out creditably? Yes.
4428. You are not aware of Mr. Bayley and Mr. Quodling being associated in the management of the works? No.
4429. That was after you left? Yes.
4430. I may state, as a matter of fact, that Mr. Quodling states, and we have it in evidence in letters, that he declined passing certain works—that he declined certifying for them—do you think it was in the power of the Commissioner after that to pass them? I am unaware how far the Commissioner's powers extend; that is a matter for the Executive to determine; he is the superior officer, the working head of the department undoubtedly.
4431. Do you think it was a safe proceeding for the public? No, I should certainly think not; neither safe for the public nor courteous to the officer employed.
4432. You think it likely the public interest would suffer by it? Yes, I think so. I think the Superintendent should be backed up by the officer at the head of the department, in any case against the contractor, even to strictness.
4433. Do you know anything of the line from Uralla to Armidale? Yes.
4434. Is that the line you have been speaking of just now? No.
4435. Did you lay that out? Yes.
4436. Do you know anything of the way in which it was carried out? According to the Commissioner's direct instructions—on the only occasion I ever saw him.
4437. Did you act according to your own judgment or his? According to Mr. Collett's judgment.
4438. Do you think it is the best line that could have been laid out? I think some deviations might have been made at Saumarez Creek with advantage. I had fixed points given me by which I was to run the line.
4439. Did you suggest these deviations? No, I acted up to the direct instructions I got to run the line from point to point. He had selected a bridge site in company with several people from Armidale.
4440. Was it a well selected bridge site? I think a better might have been selected, as far as the approaches were concerned; the approach upward to the town was made to run straight up a steep hill, and by shifting the position of the bridge a little one way or the other, a much better approach could have been had.
4441. That, I suppose, is matter of opinion? It was a matter patent to any one as to the gradients.
4442. You think a far better line could have been obtained? Yes, much easier gradients.
4443. A more direct line? Not a more direct line, because it was perfectly straight from this point to a certain lagoon at Armidale.
4444. You think there was a better line by going slightly round? Yes, or by shifting the position of the bridge; it might have been a little lower down or a little higher up the creek.
4445. That is a matter of opinion, supposing him as well qualified to judge? He would consider

F. Wells, Esq. consider that the best site for the bridge I dare say, and it probably is as good a site for the bridge as could have been obtained.

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4447. Not educated as a surveyor? No.

4448. Do you think he has picked it up? No.

4449. You do not think he knows much about surveying? No, he knows very little of surveying; I can say that from the manner in which he reads the compass; he reads it in the mariner's manner.

4450. What qualifications do you think he has to enable him to judge of works of this character? He is a man of great *vis* and energy, and he ought from experience to be pretty well acquainted with the nature of works, so as to pass them as Commissioner.

4451. Had he not a good character as a road-maker in the Northern districts? No, there was a strong animus against him.

4452. What do you mean by a strong animus? I should scarcely say animus, because that implies a personal strong feeling; but they used to accuse him of making stupid mistakes.

4453. Of your own judgment, you did not think he was a good road-maker? I did not.

4454. And you think the public judgment was also against him? Yes.

4455. Can you specify in what particulars he failed? As one instance, I may mention a piece of work that Mr. Quodling had turned out at Tamworth in a manner that was very creditable to him—a newly-formed piece of road on which Mr. Quodling had spread nine inches of gravel from the creek—and on Mr. Collett's visit to Tamworth, he pared it to the extent of four and a half inches, which was virtually rendering the whole thing useless.

4456. You mean to say that after the nine inches of gravel was spread, he thinned it again? Yes, to make it cover double the space of ground. I saw it being done, and Mr. Quodling informed me it was by the Commissioner's order.

4457. How was the operation that you call paring performed? It was being shovelled off the road to the extent of four and a half inches, and being taken away in carts, when I saw it.

4458. What could be the object of doing that? I cannot say, unless it was for the purpose of making more work appear to have been done.

4459. Would it benefit the contractor? Not in the least; it was a matter of task-work, so much per yard.

4460. It would give the appearance of double the quantity being spread? Yes.

4461. Do you think it seriously impaired the road? Yes; only four and a half inches of gravel would be useless there in anything like wet weather.

4462. You did not visit that work in any public capacity? No.

4463. Can you specify any other instances of mismanagement? No, I do not remember any just exactly at this moment; I did not notice them with a view to ever being asked about them again.

4464. Did you notice some small bridges made by Mr. Collett, when he was Superintendent, over little gullies? No, not particularly; not that I remember.

4465. Did you ever hear it remarked that there were too many of these little bridges over gullies where they were not necessary? No; I consider plenty of culvert drainage on roads rather an advantage than otherwise, even over a dry creek or watercourse; I have seen these dry creeks and runs come down fearfully with rushing water.

4466. Do you know anything of Mr. Coghlan? No; I met him two or three years ago in the Western District; he was then an overseer under Mr. Dawson.

4467. Do you know anything of his qualifications or character? I should imagine he ought to be a qualified man; he has been an overseer to my knowledge for two years and a half.

4468. Did you know anything of him at Melbourne? No.

4469. Do you know anything of Mr. Clements? Yes.

4470. Is he in the Government service now? I cannot say.

4471. Do you know anything of his qualifications or character? I believe he used to drink very hard. At the time Mr. Newcomen resigned the appointment Mr. Quodling was afterwards appointed to, I took charge of the works till Mr. Quodling's arrival, and at that time I had occasion to find fault with many works Mr. Clements had executed as contractor, and to report very strongly against him.

4472. Was he dismissed? No, he was compelled to complete the works as well as he possibly could. He was then a contractor, you will understand.

4473. His work was badly done? Yes.

4474. Do you know anything of Mr. Martindale as a contractor? I have seen him a great deal working as a contractor; but I have not had much intercourse with him, having always held myself aloof from contractors.

4475. Do you know anything of Mr. Hannington? Yes.

4476. What is his character, and what qualifications does he possess? You mean his qualifications as an overseer.

4477. Yes? I do not believe he possesses any beyond that he is a man of common sense.

4478. Would he make a good overseer with a good Superintendent over him? Yes, if he were careful to do as the Superintendent directed him.

4479. You think him an honest man? Yes, I have always considered so; I have known him for some few years.

4480. Do you know anything of Mr. Bayley? Yes.

4481. What of his qualifications? He seemed to be a very good Bridge Superintendent—the same grade I myself held when I first saw him.

4482. Is he a surveyor or engineer? I do not think he is a surveyor; he is so far an engineer that he is a Bridge Superintendent, and understands the measurement of works.

4483.

4483. Do you think he is as well qualified for those duties as Mr. Quodling? I have not had so much intimacy with him, but I should imagine that he was. F. Wells, Esq.
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4484. You say you are employed in the Western District? Yes.
4485. Has Mr. Martindale any contracts in the Western District? I believe he has some on the Bathurst Road—not where I am employed.
4486. You cannot speak of them? No.
4487. Do you know anything of a nephew of Mr. Collett's? Yes.
4488. Has he got a contract anywhere? No; he is employed as a sort of foreman of works by Mr. Martindale.
4489. Do you simply know that as a general — ? I know that simply as a general fact talked of.
4490. *By Mr. Dalgleish*: You spoke of a cutting as being dangerous—in what way is that cutting formed—how much is cut from the side of the mountain, and how much is formed from the spoil or *débris* from the cutting? I cannot say, but I should imagine there is sufficient taken from the cutting in the side of the hill to make up the width—that the cross section is half and half; one half the road, I should just roughly estimate, is cut from the solid and the other half tumbles out from the spoil—loose soil; but I cannot say, not having seen the drawings, how it was executed; I did not see the cross sections.
4491. You cannot speak positively? I cannot speak positively.
4492. Do you know, of your own knowledge, the formation of the road—the angle at which the stuff stands—the slope of the work, in fact? I do not know whether they have pitched an artificial slope, or whether it is allowed to remain at the slope at which the stuff itself would stand. I should say the stuff taken out there, if I recollect the soil rightly, could not stand at a less pitch than one to one; it might stand at that; of course one and a half to one would be a much safer pitch.
4493. What is the stuff? A red loam, with some shale in beds, if I recollect right.
4494. Do you think it safe, even for railway embankments, to let them stand at less than one and a half to one? Railway embankments usually stand at one and a half to one.
4495. Would not a road with heavy drays going over it, and to withstand heavy rains from the mountain side, require a pitch equal to that of a railway embankment? Yes, one and a half to one.
4496. Do I understand that, in your opinion, this work has not got that pitch? I cannot say whether it has or not.
4497. I understood you to say the creek would undermine the work? That is what I consider, that in times of flood, at least, the creek would rise sufficiently high to do so.
4498. You consider there would be danger from a slip? Yes, from a slip of the artificial surface, either by sap or leakage from the work itself.
4499. You think a retaining wall necessary to prevent that? Yes.
4500. You are not supposed to understand the expense of mason-work from your position? Not from the position I am occupying at present; I do not know at present what is paying for it; it is two or three years since I had anything to do with that kind of work.
4501. Is there any particular name for the place where you sunk half way up your leg when chaining the road—is it the pipe-clay portion of the road? No, that is on the southern ascent; this is the northern descent into Doughboy Hollow.
4502. Was there any pitching put under the metal? No, the metal was broken large and thrown on to the mud in which I sank half way up my leg in chaining.
4503. Is it usual to form roads in that manner? I should say not.
4504. The pitching being laid on the top of the mud, to anyone passing along—Superintendent, Commissioner, or Engineer—it would bear the outward appearance, in the first instance, of having been completed; there would be nothing to show it had not been properly formed? It would be covered by the metal.
4505. So that the Commissioner passing along, without having been informed of the fact by the Superintendent or overseer, would have no means of knowing that the work had not been thoroughly and properly constructed? Not if he saw it fresh a few days after it was completed. Subsequently it might show signs of settlement; through the substratum not being good the metal would settle irregularly.
4506. And this is one reason why it is necessary that the Superintendent's voucher should be received before payment was made? Undoubtedly.
4507. And one reason why the Commissioner could not by any possibility be as good an authority as the Superintendent? Certainly not on such a point as that, because he was not on the spot to witness it, or anywhere near, which the Superintendent should be; at any rate once in each month he should see every portion of his road.
4508. And this portion of road was under the direct superintendence of Mr. Collett? He was directly responsible; it was under the direct inspection of his overseer.
4509. In the same position as Mr. Quodling? And his overseer, Mr. Hannington.
4510. The present plan I think you state is, that the overseer vouches for the correct formation in the first instance to the Superintendent? Yes, and for the quantity delivered, and so forth; because he is there on the spot, if the work is large, to see that no undue advantage is taken by the contractor in spreading his heaps of metal, or anything of that sort.
4511. Can you explain to the Committee what the specific duty of the overseer is? To watch all the contractors within his district; to see that they carry out the works according to specification, and of course then to report to the Superintendent. That is my impression; but I have never been in the position of Superintendent of Roads.
4512. You are conversant with the duties? Yes.
4513. If the overseer were not careful in the performance of his duty, the contractor would have many opportunities of charging for work not actually performed? I think so, undoubtedly;

F. Wells, Esq. undoubtedly; he would have many advantages; for instance, in spreading a heap of metal over a large stone, if there was no one to watch.

19 Dec., 1861. 4514. That is a sufficient reason why the overseer should vouch to the Superintendent? Yes.

4515. The Superintendent examines the work as far as he himself can see it? Yes.

4516. And by making frequent visits, obtains a general knowledge of the formation? Yes; I believe the usual thing is, that he visits once in each month; and if his line is long, that is as much as he can well do, with the papers he has to sign and quantities to take out and vouch for.

4517. What are the duties of the Superintendent? The Superintendent is the man directly responsible to the Minister of Works, but with the supervision or check of the Commissioner, for the portion of road to which he is appointed. I cannot say whether that is an exact outline of his duties, but that is what I consider it to be.

4518. You have answered the question as to whether Mr. Collett is a surveyor? I do not consider him a surveyor, or to have any knowledge of surveying.

4519. You do not know whether he can make a survey? I do not believe he can.

4520. What do you know of Mr. Quodling? I received a letter of introduction to Mr. Quodling, from Mr. Bennett, the late Engineer, who spoke of him very highly, and we were very intimate; when I first went there we lived in the same house.

4521. I mean officially? Of course I have seen his conduct for the twelve months I was there.

4522. You had no previous knowledge of him? No.

4523. What you have stated about his experience as a contractor's agent is from hearsay? Yes, from responsible parties. I may mention Mr. Bennett; Mr. Bennett gave Mr. Quodling a high character.

4524. You mentioned that you surveyed a road from Uralla to Armidale? Yes, a portion of a general survey I made.

4525. What is the duty of a surveyor on a line of road? It depends upon what he is instructed to do. To make a perfect —

4526. Without instructions? If I had discretionary powers, I should make a preliminary traverse.

4527. In this particular case of the line of road required from Uralla to Armidale, what would be the duty of the surveyor? I should primarily, by means of such information as I could get from the Surveyor General, run a straight line roughly through the bush, in order to note that as a datum from which to go; and then I should explore on either side of that straight line for the best road, the nearest and most direct, so as to make as little deviation as possible, and at the same time to insure good soil and formation of ground.

4528. And you would lay out that in a definite manner for the instruction of the working parties? Yes.

4529. When the line of road was pointed out to you, when you were definitely instructed to pursue a certain plan, your duty as a surveyor was superseded? I should not say so, with the single exception of this, that I was required to survey the Commissioner's track instead of my own.

4530. In this instance the Commissioner —? Selected the line of road.

4531. And gave you definite instructions, and by that means usurped the functions of the surveyor, although you state he was incompetent to perform that office? He was incompetent to do the actual working portion of it; he might select a line of road, though no man could know by merely walking over it where a straight line would come. From where Mr. Quodling pointed out that the Commissioner came down, he must have been nearly a quarter of a mile out in his estimate, where he told me to run a straight line.

4532. What is the gradient Mr. Collett has selected? I cannot say; the work there was hurried; Mr. Collett was very anxious to get it done.

4533. You did not take the levels of the line? No, not after leaving Goonoo Goonoo; there were no cross sections beyond that. I made an engineering survey from Wallabadah to Goonoo Goonoo; after that merely a traverse has been run.

4534. In what way could the Commissioner obtain a correct knowledge of the work to be performed, in order that he might be a competent judge of the eligibility of the tenders for the work, if there were no sections? There should be, I consider, a section and cross sections of a very large cutting; for every small job it is not necessary; that description of work is very expensive; it took me three months to make nineteen miles of a survey of that kind; had that been the case, the survey would not have been completed in time for the clearers; the contracts for clearing were let before I had my surveys completed.

4535. Were there no cuttings on that line of road? Yes, there were cuttings that should have had sections taken.

4536. Then it was only a rough approximation? A very rough approximation indeed, unless the Superintendent could take the necessary levels, which Mr. Quodling was competent to do.

4537. In this view the services of a surveyor would not be required at all? With the single exception that the Superintendent could not possibly get on with the survey and attend to his other duties, it would require his constant attention to push that along. Besides, the traverse was another thing that Mr. Quodling could not have managed—the traverse and charting of the line. As to the levelling and necessary measurement of the work, Mr. Quodling could have set that out for himself; he was competent to do that.

4538. You say you think Mr. Collett was a bad road-maker? No, I say that is the opinion in the north.

4539. What is your own opinion, as far as you have been able to judge? I scarcely know; I should not have considered him a very good one; but I have not had much opportunity of seeing his abilities.

4540. What do you know of Mr. Collett officially? I scarcely know in what manner you mean. F. Wells, Esq.
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4541. In what way have you been brought in contact with him? Only once personally; but I have received instructions from him at different times, which were not very explicit, but subsequently everything was made clear. They were not such instructions as a professional man would have given, and consequently there was occasionally a little misunderstanding; but after an explanatory letter things have been made straight.
4542. You do not know much of his antecedents? Nothing further than that he was not considered a good road-maker by the late Engineer of Roads; that I know for a fact. He was not considered at all competent by the late Engineer.
4543. You spoke of Mr. Bayley, what knowledge have you of him? I met him in Murrurundi, when I was camped near there; he was then in charge of the Liverpool Range and Murrurundi Bridge.
4544. Have you been brought in official contact with him? No.
4545. You have been brought officially in contact with Mr. Quodling? Yes.
4546. So that your estimate of Mr. Quodling is from actual experience? Yes.
4547. While that of Mr. Bayley is merely assumed? Yes, and of course from conversations I have had with him privately.
4548. You state he is not a surveyor? No, I have never heard him profess to be a surveyor at all.
4549. And his knowledge of works has been obtained, in your opinion, by experience gained on the road? I think so.
4550. What is his recommendation for the position of Bridge Superintendent—is he a carpenter? I cannot say; I believe he had experience in Queensland before he came here.
4551. Is he a carpenter? I do not know; I should say not.
4552. He is not a surveyor or engineer? No; I believe he has been on works and learned by degrees. There are many men who are perfectly competent to take charge as foremen of works who have not served their time in an architect's or engineer's office.
4553. Are you acquainted with the mode of superintending works under private contractors? Yes.
4554. What are the duties of what is termed a ganger? I should consider a ganger what I should call a foreman of works or overseer, under the contractor, over the men.
4555. Do you consider that a ganger would rank as what we understand as an overseer? He is, although an overseer, a man of lower grade. Frequently amongst navvies they elect their own gangers.
4556. When on piece-work? Yes; the head man of a gang of working men to direct their operations.
4557. What is a Government overseer—is he not a superintendent of working men the same way as a ganger is? You can scarcely apply that term to a Government official; his duties are rather different, having to vouch for the works on the part of the Government; I do not know whether a ganger has to vouch in any manner for a private contractor; I should imagine not.
4558. He would have to go out of his place if he makes a mistake, very quickly? Of course he would have to answer for that; but he would not have to report in the same manner as an overseer of roads, nor stand on the same footing.
4559. But the actual duties —? The actual duties I consider pretty much the same thing.
4560. Do you know Mr. Moggridge? No.
4561. Have you seen the Bendemeer bridge abutments? Yes.
4562. Are you qualified to judge of the work in these abutments? I did not examine them as a matter of duty, but as far as I could judge of the masonry from its appearance above ground, I consider it very good work indeed—the best distributed rubble work I have seen; the stones all of good size and well distributed; it had almost the appearance of ashlar work on the face.
4563. Rubble work is usually very roughly carried out? Yes.
4564. With a large proportion of mortar, and the stones badly fitted? Yes, the stones do not usually fit well together.
4565. You state that this —? Had almost the appearance of ashlar on the face; I do not know how the stones were packed up on the inside; Mr. Hawkins would know more about that; I did not examine it very closely.
4566. You know nothing of the work below the water line? No, beyond having seen the foundation of the eastern abutments; I saw that before the stone was laid; the first course was laid.
4567. As far as you are able to judge, the work there was well and creditably carried out? Yes, I should say so. The foundation I did see seemed perfectly sufficient and good, and if proper benchings were cut in it, it would carry any abutments.
4568. This was under Mr. Collett's supervision, was it not? It was one of those works he would supervise when he went up and down.
4569. He was not the overseer over it? No, he would look at it as Commissioner; it was under the direct superintendence of Mr. Quodling.
4570. A great deal would depend upon the energy of the Superintendent in a matter of this kind? Of course; it was principally under Mr. Quodling's superintendence, but he had an overseer constantly employed on it.
4571. Was it done by task-work or contract? I forget the terms, though it was let in my presence; I believe it was at so much per yard.
4572. So that, if not carefully supervised, it would be to the interest of the contractor to slum the work? Yes, that was his interest.

- F. Wells, Esq. 4573. *By Mr. Markham:* Have you seen these abutments since they were completed? Yes, a few days before I came away I believe the work was completed; I am not certain about the coping being on.
- 19 Dec., 1861. 4574. Was that previous or subsequent to the floods? I think it was previous to the heaviest flood, but the river had been in flood.
4575. Do you know whether any damage was done to the piers at the time you saw them? I was not close enough then to examine the abutments; at the time I last examined the work closely—more than a month before that—the work was not quite finished, and the floods had not risen.
4576. You have not seen them since? No; I saw them last in June or July.
4577. Did you examine any other line of road except the one you surveyed, between Uralla and Armidale? I was over a great deal of the country, and I think the general line of road was as good as any line that could be obtained; the only deviation might have been made near Saumarez Creek bridge, as I have stated.
4578. The intended site of the bridge is eastward, southward of the present road, between the two roads? Yes, very nearly midway, about a mile east of Saumarez Station.
4579. A mile east of the present crossing-place? Yes, guessing roughly.
4580. Do you consider that the best approach to Armidale—making Uralla the starting-point? Yes. There is one portion very faulty, but I do not think it could have been obviated in any one place, unless the road should be permanently built above where the water stands.
4581. Have you examined the approach to the northward of the present road to Armidale—the upper side of the road? I have ridden over both roads, the road by Saumarez and the Kelly's Plains Road.
4582. Do you think a better line of road could be had to the north of the old line? The road runs northward.
4583. To the eastward? At any rate a shorter line can be found, and I think the soil is very nearly equal in most parts.
4584. Is the soil good for a road? Yes; there are some flats that are not first-rate, and there is a belt of black soil at the back of Saumarez, but you cross that on all the roads.
4585. You stated that some persons from Armidale had accompanied Mr. Collett when the site was chosen for the bridge—do you remember the names of any of those parties? I heard Mr. Gorman stating that he accompanied him, and I think a storekeeper named Hayes and a person called Norton were also down at the time.
4586. Then the principal objection you have to the line chosen by Mr. Collett is its taking a steep ascent from Saumarez Creek? Yes, he told me distinctly to run it straight and not to mind any little hills, for he had plenty of money to cut them down.
4587. The principal ascent is immediately after leaving the creek? Yes. It is only a short distance from a spur, and might be easily avoided; but I did not like to deviate from the instructions the Commissioner laid down; if he chose he might do so afterwards. These instructions were given to me verbally, but he read them out, and I copied them into the fly-leaf of my field-book from a memo. in his book. He gave me the bearings, something near the mark, according to the mariner's reading of the compass.
4588. Are you aware whether any alteration has taken place regarding that road—the entrance into Armidale—since you were there? Not that I am aware of. I do not consider this steep ascent a very great obstacle; I think with expenditure of money it might be made very passable, although the other would not have needed so much money.
4589. Is the site of the bridge anywhere near Saumarez cultivation paddock? It is near an old paddock which you might call a cultivation paddock; it goes through that.
4590. You spoke about the difference in the mode of reading the compass—the mariner's and surveyor's readings—in what does it consist? One reads it by the points of the compass, as north and by east, and so forth; the other reads it by degrees, 360 in the circle.
4591. This part of the Liverpool Range which you have spoken of as having been in a bad state when the metal was put on it, is that immediately at the foot of the descent into Doughboy Hollow? No, about half way down; nearer the top than that. It is where there is a little relaxation of the gradient going up; that is where the dray was bogged.
4592. You stated that you were aware of the difference between shale and trap—do you see any distinction between these (*specimens lying on the table*)? One I should call a hard shale; I do not think it would stand long on the roads; the other is similar to the metal spread on the Liverpool Range; I should almost have thought it came from there.
4593. Is it good metal? Yes, I consider it hard metal; a road formed of that should stand well.
4594. Is it more likely to stand than the other? Yes.
4595. What would be the probable result of putting shale like this on the roads? I think it would churn up like pipe-clay.
4596. What would be the result? It would work into a creamy puddle.
4597. Do you know a part of the ascent, a new cutting, called the pipe-clay portion? Yes.
4598. Would ground covered with stuff like this give that appearance? This is not quite so bad; it was a softer shale than this that was spread there; you can imagine what it would be when I saw a light American trap, drawn by a pair of powerful horses, that could scarcely make their way up, driven by Mr. Lloyd of Burburgate.

Alexander Brodie, Esq., J.P., called in and examined:—

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4599. *By the Chairman*: Where do you reside? At Murrurundi.
4600. Are you a settler? I have a store there.
4601. Are you a Magistrate? Yes.
4602. How long have you lived there? Twenty years, nearly.
4603. I suppose you have travelled along the Northern Road to Armidale? Yes.
4604. You know the condition of it now, and at former periods? Yes.
4605. Do you know Mr. Collett? Yes.
4606. Do you know him well? I just see him occasionally, when he is coming up and down from Singleton.
4607. Does he stay at your house? No.
4608. You are not an intimate friend of his? No; he calls occasionally, when he is going up or down the country.
4609. Have you been acquainted with him since he became Commissioner of Roads? Yes.
4610. You knew him in the capacity of Superintendent formerly? Yes.
4611. What is your general opinion of him as a maker of roads? Well, I never took any special notice, further than that, generally speaking, we rather consider Mr. Collett very active, and very attentive to his duties.
4612. Do you think the roads have manifestly improved since Mr. Collett came into office, as compared with what they were previously? Most assuredly they have; they are decidedly better; so much so that our travelling is spoken of and praised in a very high degree by every traveller, compared with what we had to do in former years.
4613. Do you know anything of a contractor named Martindale? Yes.
4614. Do you know him well? Pretty well.
4615. Not as an intimate friend? Not more than in business matters; I see him going up and down to his works, and talk to him.
4616. Have you noticed parts of the road repaired or constructed by him as contractor? Not all his works; I have noticed some within our range; I have not been on to Doughboy Hollow.
4617. You do not know anything of the Diversion? No.
4618. Do you know any works done by Mr. Martindale as contractor? I know the main range downwards.
4619. Northward or southward? The Liverpool Range.
4620. On which side? The southern side of the range.
4621. That is new work? Yes.
4622. Is that what they call the new cutting? The new cutting.
4623. Is it open to the public now? Yes.
4624. How long has it been open? I dare say six months or more.
4625. Has it been closed again since it was open to the public, to make repairs? Not the whole of it; a small portion of it, one time I was up, I observed was under alterations or improvements.
4626. After the completion of the contract? Apparently after the completion of the work. There was some pitching put on part of the road. In the winter time at certain parts it had become very soft and bad, and it was being pitched—some particular parts of it.
4627. In winter time you say? In winter time.
4628. Was it very rainy weather? Yes.
4629. It became bad in wet weather? Yes—that particular part that they have been altering.
4630. Was there more than one part that became bad? I do not know, but I saw that particular place.
4631. What was the extent of the bad piece? It was not a very large piece.
4632. Were the public shut out from that piece? They could travel round the side. It was rather inconvenient getting up the hill, but it was only a short way; then it was closed by logs being put across.
4633. It was impassable at times? It was at that place, during its repairs.
4634. How long was this after the contract was understood to be completed? It might have been some months after that.
4635. Was it the first heavy rain that occurred? Well, during the whole winter we had a continuation of rain up in the Northern Districts.
4636. And in the end, after these heavy rains, it became impassable? It became soft and boggy, and did not answer well.
4637. Should you not consider that an unusual circumstance for a newly macadamized road? I know this part of the road was at the bottom of the fall of a hill, and very likely there was leakage and soakage of water from the hill behind, which would soften it after continued rains, if it was a level piece of ground.
4638. Was there any water lying on this road? I cannot say; I saw it after the wet weather was over, when they were repairing it.
4639. Had it the appearance of water having flowed over it? I could not say that. The piece of road I refer to was simply being pitched with stones packed together.
4640. Were they taking off the metal? No; I did not see any metal at all.
4641. What was the nature of the repairs? There were a number of large stones all packed together on the piece of bad road; it was what they call pitching, with these heavy stones; and upon that the metal was to be put.
4642. They were putting new pitching on the top of the bad road, and afterwards they were going to metal it? Yes, I should fancy they were.
4643. What was the nature of the top stuff that was so soft at the time you saw it—what kind of stuff was it? Gravel, rather light in colour.

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4644. What substance is gravel generally composed of? It is generally stony light gravel.
4645. Is a stone subject to be softened by wet—every stone? Not every stone.
4646. Will you look at these stones on the table—that black piece—what do you call that? Ironstone apparently; it is a good hard stone.
4647. Do you think any amount of wet would soften that? No, I think not.
4648. Do you think if a road were properly covered with that substance it would get into the condition you describe? I should imagine that if a road were well made with that, and raked properly, it would not; if it were properly raked up on both sides, so that the water would get away from the road, it should be a good hard road.
4649. Is not that the stuff generally put on the roads in the Northern Districts? That I cannot say. I have seen a great deal of metal on the sides of the road similar to that. As I have said, this particular piece of road was a bottom, with a rise immediately behind it, and I should suppose it possible that during such a continued state of wet weather, with the leakage from the hill, and heavily loaded drays going up and down, this piece would be more liable to give than the higher part of the road.
4650. Look at that other stone—have you ever seen any of that on the roads? I cannot say.
4651. Should you say that is proper stuff? No.
4652. What effect would the traffic have upon such stuff as that? It would crumble it up.
4653. Powder it away? Yes, with heavy drays it would not be durable.
4654. Is there any particular name you would call that? I do not know it.
4655. Can you say whether that stuff was on the road you have been describing? I cannot say, because the road I travelled over was complete. I was not on the road at all during the whole formation of this road. I was never up the hill during the whole time they were making it, but I have been on that road since it was done up and down.
4656. I think you stated Mr. Martindale was the contractor for that? He was.
4657. Can you mention any other parts of the road which attracted your attention, and which have been lately constructed? The whole of that piece of road is the only piece I know anything about.
4658. Only this particular spot that was bad? Another part of the road, nearer to my own place than this, was being made by some party that took it, and was condemned by Mr. Brown when he came up, being considered not to be correctly done.
4659. Who was the contractor? The contractor, I think, was Whiteman; it was not Martindale's contract.
4660. Did Mr. Brown condemn it in his official capacity? I understood so; I know the men were at work, and they suddenly ceased after a visit from Mr. Brown, and it was said Mr. Brown had condemned this work, for not being correctly done according to arrangement.
4661. Was it supposed to be complete? They had passed off a portion of it as being perfect and complete; but it was not sufficiently raised, and the description of gravel that was being put on was not considered to be good, and the cuttings at the sides that they had done were incorrectly done; there was not sufficient elevation to the centre of the road.
4662. This was not a completed contract? It was during the time they were working at it; a considerable amount of work was done.
4663. Was there any money paid for it, do you know? At that time the contractors had not received any money, and I do not know how they settled it. I know the Whitemans had paid a good deal of money in making what they had done; but whether they were paid or not I do not know.
4664. Do you know whether Mr. Collett visited this piece of road that you speak of? That I do not know.
4665. Do you know whether he visited the other road you spoke of—the new cutting? He has been up on the new road; but I never was with him there.
4666. You are not aware whether he approved or disapproved of it officially? No.
4667. What was the result of Mr. Brown's condemning this road—did they make a good road of it? No.
4668. In what condition is it now? It was not a bad road before, but it required to be formed and to have drains cut at the side; it was a very short piece of road.
4669. It is not finished yet? It is not finished; the work was stopped, and I think nothing more was done to it.
4670. With regard to the new cutting, are the repairs done to that? I have understood that that road is done; travelling goes on on it.
4671. It is a good road, as far as you know? I hear no complaints of it; I have not been up lately; at the time I refer to—the winter time—there were considerable complaints of this part of the road where they afterwards had it pitched.
4672. Do you know anything of Mr. Bayley? I know Mr. Bayley.
4673. Can you speak at all as to his character or qualifications? I do not know his qualifications; personally I know him as a very quiet man.
4674. Do you know whether he attended well to his duties? He was always up and down to the works, as I could see.
4675. Do you know Mr. Quodling? I do.
4676. Do you know anything against him as a public officer? I know nothing at all against him.
4677. Do you think he was a good public officer? He appeared a very active young man.
4678. Did he attend well to his duties? Yes, I understood so.
4679. Had the public generally a good opinion of him? Anything I heard about Mr. Quodling was to the effect that he was very strict and particular about the work that was going on.

4680. Was he generally attending to his duties when you passed? He was beyond our district; I have seen him on his line of road.
4681. Can you speak of his official qualifications? No.
4682. Did you ever hear anything against Mr. Quodling's character, that he was intemperate at all? I never heard of such a thing.
4683. Did you ever hear complaints about him in regard to money matters? No.
4684. Do you know Mr. Clements? I do.
4685. Is he in the Government service now, do you know? I think not.
4686. Was he dismissed? I understood he was.
4687. Do you know the circumstances that led to his dismissal? Well, I heard he had misconducted himself in some way and was suddenly dismissed.
4688. Do you know anything of his character at all? I do not know much about him, more than that he used to live about.
4689. Do you know anything of Mr. Hannington, road overseer? Yes.
4690. Is he a tolerably good officer? I do not know anything of his official abilities.
4691. Do you know anything against him? Nothing.
4692. You have not heard anything against him? Nothing.
4693. Did Mr. Collett give you any information about this Committee before you attended? No.
4694. He did not ask you to attend? No.
4695. Did Mr. Quodling ask you to attend? No; I did not see him till yesterday evening.
4696. You are not aware what led to your being called here? No.
4697. I suppose you heard of this Committee being appointed? Yes.
4698. Do you know anything of Mr. Coghlan, who has lately been appointed Superintendent? No; I saw him pass up the road.
4699. Can you recall to your recollection any circumstances connected with a testimonial, as it is called, being given to Mr. Collett some time ago? Yes, I remember something of that. It was shortly after Mr. Collett was removed from his previous appointment and appointed as Commissioner.
4700. Was it a public testimonial? Yes.
4701. Given publicly? Given publicly.
4702. There was no kind of secrecy about it? None whatever.
4703. Was it given on public grounds? It was in this way:—Upon Mr. Collett's leaving our district—where for years before, he had been in the habit of frequently coming up and down, perhaps monthly or so, overlooking the works on the roads—and being removed to another appointment in Sydney, we looked upon it as proper and right that we should notice it; and indeed we were benefited, the roads being in good condition, which we thought was attributable to Mr. Collett; such was the general feeling of persons in the district; and at a meeting held in the township it was proposed that we should invite Mr. Collett to a dinner; and afterwards, in addition to that, a small amount was collected together to be presented to him as an acknowledgment.
4704. A public acknowledgment? A public acknowledgment.
4705. Then it was an acknowledgment for his public services? Yes, it was.
4706. Did you consider that he had been underpaid? No, we did not think that at all; but we had done similar things before to parties leaving our district, without any nice distinctive views in the matter. We looked on Mr. Collett as a very worthy officer who had been doing his duty very well, and we had seen him for years coming up and down in a rough, bushman-like manner, with his stick in his hand, not in a fine stylish appearance, but as a practical man, attending to his official duties very satisfactorily. We had all, to a great extent, benefited, by the roads being in a much improved condition, from the time that Mr. Collett came into the district, and we complimented Mr. Collett on things being as they were.
4707. You were a party to the dinner, and a subscriber to the testimonial? I was.
4708. Did it occur to you as one of the first? I cannot say I was the first, but when it was named to me I joined in it.
4709. You did not think of it yourself at first? No, I did not first move in it.
4710. Do you recollect who first suggested it? There were two or three.
4711. Do you recollect who they were? Mr. Lewis Cohen was one.
4712. Who is Mr. Lewis Cohen? A storekeeper in Murrurundi.
4713. Was he the very first that spoke to you about it? I do not remember exactly whether he was the very first, or one of the first.
4714. Who were the others that mentioned it with him? Those that moved in it generally. There was casual talking of getting this up. I cannot tell you the beginning of it. Some of the Wightmans had something to do with it, and George Brodie, and two or three more.
4715. Are these the names of the persons you alluded to when you said two or three were present? Yes; it would occur in this way, that a person coming in would speak of it; the matter was talked about a little, and a meeting was held shortly after.
4716. You went to the meeting, I suppose? I do not know that I was at the first meeting.
4717. Do you remember whether Mr. Martindale was an active person in first suggesting it to you, or getting it up? Mr. Martindale was in it amongst the others.
4718. Not more prominently than others? I do not know that he was more prominent. He was at the meeting and at the dinner.
4719. Was Mr. Greer a mover in it? I do not know anything more than that I saw him at the dinner.
4720. Was Mr. Miller? No, I do not think so. He does not live in our district; he lives at Scone.
4721. Was Mr. Donaldson a mover in it? He was not a mover in it, but he was at the dinner.

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4722. Were any of Mr. Collett's subordinate officers concerned? Mr. Williams was at the dinner.
4723. Was Mr. Quodling in it? Mr. Quodling resides at Tamworth.
4724. Then it was confined to a small circle about Murrurundi? Yes, simply in our little town.
4725. Did Mr. Robertson, the Secretary for Lands, join in it—he is a Murrurundi man, is he not? He was not there.
4726. You did not apply to him? No, he knew nothing at all about it.
4727. Did Mr. Loder join in it? No.
4728. Would you have expected it of him to do so? At that time he was not frequently down in the town. I do not know that he was expected to join in it; no doubt he was acquainted with the circumstance. He lives sixteen miles away, and he was not there, at all events.
4729. Are you sure that Mr. Martindale and other contractors were not the originators of this affair? That I cannot say.
4730. Do you look on it as a general expression of opinion? In this way:—In a little township such as ours, perhaps anyone who had contributed to the testimonial, or been at the dinner, might have done it, not from any positive feeling, but because others were doing it. A few parties who had a disposition to recognize Mr. Collett's action amongst them, and to mark his leaving the district in an appropriate manner, got it up, by applying to their neighbours and others to join in it.
4731. It is easy enough to get these things up? Yes, there is not any very great difficulty, because in fact in some respects there is a general feeling to go to a dinner and enjoy themselves of an evening.
4732. Without much reference to the merits of the case? Not in all cases. I believe many persons would have attended that had no special views.
4733. You would not think much better or worse of a man on account of his having got a testimonial? Generally I think those who contributed did so with the view of making some little acknowledgment of the estimation in which he was held; though I admit that persons would also contribute and go to the dinner without any distinct feeling on the subject.
4734. You consider that your own feelings were shared in by a good many others? I do.
4735. You did not hear of anyone joining in it who disapproved of it? No, I did not hear anything of the sort.
4736. Did Mr. Thomas Evans join in it? I do not think he did.
4737. How was it he was not applied to? I do not know. He lives away a little bit, two miles.
4738. Did you find that many respectable people held aloof? No, I did not understand that parties who were not there held aloof; it was not thought they were opposed to it.
4739. I suppose it was rather a manifestation of friendly feeling than anything else? It might be something in that way.
4740. What was the sum of money presented? £40 I think.
4741. And it was presented expressly on that ground, as an acknowledgment of his public services? As an acknowledgment of his services as a public officer, in having satisfactorily, as we considered, discharged his duties to our advantage. We looked upon the state of the roads at the time as being decidedly very advantageous and beneficial to us, and we thought that Mr. Collett had been the chief actor in that matter.
4742. You have had no share in any contracts, I presume? None whatever.
4743. Should you not think it rather an awkward position for a public officer, who had the supervision of contracts, to receive sums of money from contractors in any shape? If contractors only did it, it certainly would be.
4744. How would you feel it yourself, if you were a public officer and had to supervise the work of contractors—would you not feel that you were doing a rather ambiguous thing if you took money at all from contractors? Some views might be held of that kind, but I do not know whether they would apply very forcibly to this case. The contractors were like other people who paid money towards this testimonial—some of them at least.
4745. You are not aware that they were more active than others? No; there were only Mr. Greer and Mr. Martindale about our neighbourhood.
4746. Were there any other Magistrates besides yourself concerned? There were no others resident in the township; the nearest resides eight or ten miles away.
4747. Has your attention been called to the construction of any of the bridges along the road? Yes, I have seen them.
4748. Do you think they are well-built bridges? The cheap bridge we have near our part is a good bridge.
4749. Was it built under Mr. Collett? Under Mr. Collett.
4750. Who was the contractor? Mr. Martindale.
4751. Is it a good bridge? Yes.
4752. It is between two towns? Between Murrurundi and Haydon Town.
4753. Is it a large bridge? It is a good width, very commodious.
4754. How long has it been built? About four months.
4755. Do you know anything of the new bridge at the Doughboy Diversion? I know nothing of the Doughboy Diversion at all.
4756. Do you think the bridges in general are made wide enough? Well, other bridges are decidedly not made wide enough, but this bridge at Murrurundi is a very suitable bridge indeed, and very unobjectionable in its width.
4757. You cannot tell the Committee whether the Doughboy Diversion works are finished or not? They were expected to be finished within a few days when I left home.
4758. You cannot speak personally of them? No.

4759. *By Mr. Markham*: Previous to the time of Mr. Collett's having left, before he was appointed Commissioner, you have spoken to his general character as a Superintendent of roads—you spoke favourably in that respect? Yes.
4760. Have you ever heard a contrary opinion entertained amongst the people in Murrurundi and the neighbourhood? No.
4761. You have not heard anything against Mr. Collett? Not until the appointment of this Committee.
4762. From your experience, you consider that the roads have improved latterly under Mr. Collett's supervision? Yes.
4763. As a general rule? In every way. The roads are very good indeed. In travelling up and down the country we get along so comfortably and so well; there is no bad road at all I should imagine; and some years ago we had shocking, miserable roads, and could not depend on travelling at all.
4764. You attribute the improvement principally to Mr. Collett's attention and supervision? I attribute it to the public outlay upon the roads, and to Mr. Collett, who was the officer having the active direction of it.
4765. Is it your opinion that the public moneys have been well or badly laid out under Mr. Collett's superintendence? I have not sufficient knowledge of the circumstances to give any distinct answer; I do not know what amount of money has been paid; I can only speak of the fact of the roads being improved to what they were some years ago.
4766. With regard to this testimonial, you state it was a public testimonial? Yes.
4767. There was no privacy whatever with regard to it? No.
4768. And you state that the first party who mentioned it to you was Mr. Lewis Cohen? Yes.
4769. And subsequently Mr. Wightman and Mr. George Brodie? Yes, it was in this way—parties coming in would speak of the circumstance having been thought of.
4770. Is it your impression that these parties mentioned it before any of these contractors—Martindale or the others? Well, I do not know; Mr. Martindale was just about like the rest; I cannot say whether he might not have named it as well as others.
4771. But your impression is that Mr. Cohen was the first? Yes; Mr. Cohen and others were talking about the matter.
4772. Did the contractors take a more prominent part than other inhabitants of Murrurundi? I know of no contractor being concerned in it but Mr. Martindale; I do not know that Mr. Greer was working about there; Mr. Martindale was engaged on his works that way, and he lived a little further down than my place; he was the only contractor I ever saw at all about it.
4773. So far as it came under your own particular notice, did Mr. Martindale take, or appear to take, a more active part than any other inhabitants of the town? Mr. Martindale was connected with it; he was talking of it and had the matter in his view as well as the others, and he and others had a meeting which I was not at; I believe Mr. Martindale was at the meeting, and moving in it, getting forward this dinner.
4774. And was at the dinner? Yes.
4775. From your own knowledge you cannot say whether he was more active than Mr. Lewis Cohen and the other parties you mentioned? No, I cannot say.
4776. You do not know whether he was so much? He was active enough; he was stirring about in it and speaking of it. I never was at the meeting and do not know what position he took there; but in coming out and in he would speak of the circumstance and about the dinner, where it was to be and things of that sort. I never met him anywhere else about it.
4777. Were you present at the presentation of the testimonial? Yes.
4778. Was it a thoroughly public affair? As public as it possibly could be.
4779. Was it presented after the dinner? After the dinner, in the evening.
4780. Was it known to be a testimonial from the inhabitants generally? Of course the persons who subscribed to the testimonial were the persons who presented it, but it was supposed to be the public action of the place. It was originated at a meeting understood to be held in our little township; and afterwards, when a dinner was arranged for, and an evening appointed, it was agreed amongst those moving in the matter to present this purse at that time.
4781. Do you know if there was any publication of it—whether it appeared in the newspapers or not? I saw it noticed in the papers, but I do not know who inserted it.
4782. A sort of report of the dinner and proceedings? No; it simply notified the fact that the dinner had been held, and the purse presented to Mr. Collett at the time.
4783. *By Mr. Hoskins*: When did you see Mr. Collett last? Not since he was up at the opening of the bridge.
4784. Has Mr. Collett ever had any conversation with you with reference to the appointment of this Committee? Never; I never met him or saw him with reference to it.
4785. You say the roads have been much improved since Mr. Collett has had the management of them—you allude to the roads near Murrurundi? In the vicinity of Murrurundi, and farther down; our own vicinity particularly.
4786. How long has Mr. Collett had charge of the roads? I imagine it might be ten years since I have seen him coming up and down upon the roads.
4787. Have there been more men employed on the roads in the last ten years than there were in the ten years antecedent? Yes; I should say many more.
4788. Therefore do you not think it reasonable that there would be an improvement in the roads, from the much larger number of persons employed? Yes, I would decidedly consider it to be owing to the labour and outlay bestowed on the roads; but Mr. Collett having been, as we knew, the chief man in our district managing the roads, to him of course we were rather disposed to give any praise for the result. Of course we expected the roads to be improved, on account of the great deal of work done and the money expended.

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4789. Do you know the amount of money appropriated for the maintenance of the roads during the last ten years? No; but it must be a large amount.
4790. Do you know the road between the foot of Morgan's Range and Murrurundi? Yes.
4791. Has that been improved in the last ten years? When we cross the river, on the upper side of the river, it has been improved.
4792. Between the river and Murrurundi the road has been improved? Decidedly.
4793. What is the distance? I dare say five miles.
4794. Do you know the amount of money expended upon it? No.
4795. You do not consider that any great merit is to be attached to Mr. Collett for improving the roads, inasmuch as there have been increased sums of money voted for that object? Properly speaking there is no reasonable cause why we should have acknowledged Mr. Collett at all. I can now remember its being spoken of to other gentlemen, who made the remark that Mr. Collett was very well paid for his duties, and that there was no necessity for any acknowledgment at all. Perhaps that might be the correct view; but, as I have said, there is a pretty general disposition to hold evening meetings, and have a dinner, and so on.
4796. Were these persons who made this remark asked to contribute to the testimonial? I do not know.
4797. Who were they? One gentleman, Mr. Wright, made that remark to me.
4798. Who is Mr. Wright? A Magistrate, living about ten miles away.
4799. Do you know whether the road alluded to, between the river and Murrurundi, was let by public tender, or performed by day-work? That piece of work had been going on for a number of years; the first way in which the work was done was by the overseer with men under him, employing the men and paying them weekly or daily wages; but afterwards I understood that pieces of that road were let by contract to parties at certain prices.
4800. Just tax your memory—did you ever hear of the gross sum of money expended on that piece of road? No.
4801. You never heard that a lump sum of £3,500 was voted for that piece of road from the River Page to Murrurundi? I cannot say I remember any amount of money that was either voted or expended.
4802. However, I suppose you know there were a considerable number of men there for a lengthened period? Yes, I know a number of men were employed by the overseers in the first instance, when the roads were being begun under Mr. Collett, and the system was not generally approved of; in fact the overseers seemed to do as they pleased, and to do very little work, so that for a very considerable time the roads were managed less properly than they are now.
4803. Will you be kind enough to state in what way Mr. Collett's management of the roads met your particular approval—something which induced you to join in the testimonial? I think I explained that, in the simple fact of the roads being improved and Mr. Collett being the acknowledged actor in the matter; it was chiefly on that account that the testimonial was given, the persons concerned in it not inquiring very nicely into the matter. I do not know that it could be looked upon as any positive acknowledgment that the thing was really well done on the part of Mr. Collett, because the persons engaged in getting up that testimonial did not enter into that, but they looked simply at the facts that Mr. Collett had been a resident for a great number of years, that he was about to leave, and that the roads had been greatly improved under his management.
4804. Were the lists kept in stores for persons to give their contributions, or were contributions solicited by persons who went round the township? There was a meeting at which there was a list brought forward and the names were put on it; I never saw a list in any store.
4805. Do you happen to know whether persons went round soliciting contributions to this testimonial? I cannot say about that.
4806. Did you ever hear it? No; I know there was a committee appointed; I could name some persons who were acting in the matter.
4807. Will you please to name the committee? I think George Munro had some business in that, and also Mr. Lewis Cohen; and at the meeting that had been held on the subject their names were mentioned, and they were active in getting subscribers; and I know that Mr. Martindale was also getting subscribers, but I do not know whether he was one of the committee.
4808. Was he taking about a list? I suppose he might have had a list; I think Mr. Martindale applied to parties, and that through him there were many put upon the list.
4809. Was he a member of the committee, can you say? I imagine he was.
4810. Was Mr. Clements a member of the committee? No, he was not residing there.
4811. Was Mr. Clements? I do not know.
4812. Can you state from your own knowledge whether Mr. Martindale was taking round a list soliciting contributions? I think Mr. Martindale was a member of the committee, and that he was acting with the others.
4813. Did the other persons you have alluded to go round the town? I do not know whether they did.
4814. Do you know whether Mr. Martindale solicited subscriptions from any of the men working on the road? I am not sure of that; I do not know.
4815. Did you ever look over the list of subscribers? Yes; I have seen some of the names of subscribers, but I do not remember any of his men on it.
4816. Was Mr. Wightman, the publican, a subscriber? Yes, and Mr. John Wightman.
4817. Had Mr. Wightman a contract at the time under Mr. Collett? Not at that time.
4818. Can you speak with any degree of accuracy? I believe he had not; it was after this that Mr. Wightman had a contract.
4819. Do you know when Mr. Collett finally expressed his approval of the work on the Liverpool Range? No.

4820. Do you know the date when it was formally opened? No.
4821. Was it a subject of rejoicing? There was no special notice of its being opened, because the first part of that work was done, and some time elapsed before it was used; they brought it down to the part where there was no road at all, and there was a second contract to join it on to the main road. The first hill-cutting was done and left in that way for some considerable time, and then this other work was contracted for, by Mr. Martindale I think, from the main road round the face of the hill to join the new road down the hill, and there was some time between the two works. I am not sure whether he had got to Doughboy Hollow before he commenced this second contract; I believe he had.
4822. Was the upper portion opened before this was formed? It could not be travelled upon, because it stopped at the foot of the hill.
4823. Can you tell me whether it was opened for the use of the public? There was no special notice of it.
4824. Was it previous to this testimonial being subscribed that the new road was opened? No, I do not think it was opened then; I am sure it was not.
4825. How long has it been opened? It is not four months I should say.
4826. How long is it since this testimonial was got up? It was in April, I think.
4827. When was Mr. Collett made Commissioner of Roads? I do not know; some short time before.
4828. Was not Mr. Collett Commissioner of Roads when this road was thrown open to the public? Yes, of course he was.
4829. It was not previous to this testimonial? No; I believe they were working on the second contract at the time; that is, the first cutting from the top of the hill to a certain place where it stopped in the bush was done, and had been so for a considerable time, and all it required was the second part to be made to connect it with the road over the hill; and this took some time to have done.
4830. Then the first portion of the contract had been finished previous to this testimonial, but the second had not? Yes.
4831. Do you know what amount of money was involved in the second contract? No.
4832. What was the extent of it—how many lineal yards, at a rough guess? Say three-quarters of a mile.
4833. The lower part? The lower part of the road.
4834. How many men were employed on it, at a rough guess? A good many Chinameh in the first instance, and other gangs of men.
4835. Do you know whether it was let by public tender? I think it was; I do not know though; I really have not paid all this attention to it.
4836. Is it not customary to make the Magistrates of the district acquainted with the fact of tenders having been invited? If I remember rightly I have seen in the Court-house the documents for the second contract as well as the first.
4837. Were tenders invited? Yes; because these papers were specially for the notice of parties tendering.
4838. Do you know who were the tenderers? I do not.
4839. Do you know whether more than one person tendered for this contract? I do not know; but I imagine the tenders are here in Sydney. We do not know anything of it; parties simply come and look at the specifications of work required to be done.
4840. Is that contract complete now? Yes.
4841. Is that the portion of the road where you complained that the road was so soon in bad order after being opened? No, it was the upper portion of the work.
4842. How soon after that contract had been completed was the road in a bad state of repair? It was during the heavy rains of last winter this bad road occurred, and that piece of road might have been done some months before, and all the men away from it.
4843. Can you say whether any portion of that had been metalled? I do not know. I never was on the road during the time of making it. I was on it once or twice after it was finished, and then it was covered up with nice gravel over it; as to the under-work I do not know what it was.
4844. What description of gravel was it—a bad description mixed with loam, or good creek gravel? It was taken from the surrounding hills.
4845. Was it a good description of gravel? I do not know how it would do in wet weather; it was a beautiful road in dry weather.
4846. Do you know whether there was any pitching underneath this ballast? No, I do not know that.
4847. Would there be any difficulty in obtaining there good trap, like that piece on the table, to metal the road? No. I do not know whether there is any on this side of the hill; but there is plenty of stone of that description lying about the hills all round about it.
4848. There would be no difficulty in obtaining plenty of good metal? No.
4849. You said that a portion of this line was in a very bad state of repair, and in holes of water? I never saw it while it was in that bad state, but the drivers of drays and others that were passing about, were making very loud complaints of some particular parts of the road that had given way, so that the drays would bog and sink through.
4850. I think, in reply to Mr. Forster, you stated that it appeared as though it had been submerged in water? I do not know that I said that. All that I saw of it was whilst they were at work pitching it, packing large stones on the road. Then it was not metalled, and travelling had to be done by going into the bush a little way.
4851. That is on the new line? Yes, on the first cutting.
4852. Do you think the bad state of the road arose from the want of efficient drainage? There were drains on the side of the road, but I fancy that if the road had been raised more it would not have become so boggy.

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4853. Then the road was too flat? It must have been, I think; I cannot say positively.
4854. Do you know much about road-making? No; and besides I was not on the road more than once or twice, and that was when it was a good road; but I afterwards heard complaints that they could not get up.
4855. Do you know whether people went the old road in preference? No.
4856. Is the road in good repair at present? Yes.
4857. Did you ever examine the bridge at Murrurundi? I have seen it often, passing and repassing, and have stopped a bit about it.
4858. Is the timber properly tarred and painted? I should say it is.
4859. Did you examine the flooring? Yes.
4860. What timber is that composed of? I do not know.
4861. Did you ever see the specifications of the bridge? Yes.
4862. Did you ever read them intently—being a Magistrate you would take some interest in these matters? Yes, I took some little interest in them. Specifying the nature of the timber, do you mean?
4863. Yes? I know on one occasion there was a dispute about the kind of timber.
4864. Between whom? The parties on whose ground the timber was being cut would not allow it to be removed, and it was stated that it was not the description required to be put in the bridge. However, that only casually came out during the inquiry. The timber they were moving away from this place was a certain description of timber, and when the specifications were looked at, it was seen that the timber required was not the sort that the person complained had been cut on his land.
4865. Do you remember what kind of timber was specified to be used as the flooring of the bridge? Not exactly; I know it to be hardwood—either gum or ironbark or some other hardwood; not white gum, which was considered objectionable.
4866. Do you know whether white gum has been used? No.
4867. Did you ever hear that white gum has been used for the flooring of the bridge? No.
4868. Do you consider white gum a durable timber? No, I understand it is inferior.
4869. Are the residents in your neighbourhood in the habit of using white gum? They do not like it; they may use it occasionally without its being known; but they always reject it.
4870. Is it customary to have a copy of the specifications of any public contract, that is being performed in any locality, kept in the Court-house, for the inspection of the Magistrates and the public during the time the work is going on? During the time the contracts are being tendered for, chiefly with a view to —
4871. Not afterwards? It is not specially necessary; the Magistrates are not to inquire into these works.
4872. Then as a Magistrate you would not have the opportunity of inspecting the specifications? I could.
4873. Where? In the Court-house.
4874. Well, I asked you if they were kept there? Yes, a copy is left there always.
4875. Do you happen to know whether there is a copy of the specifications of the Doughboy Diversion works in the Court-house at Murrurundi? Yes, I believe it is there.
4876. Do you know whether those specifications have been departed from? Altered?
4877. Yes, altered? I have heard they have been altered.
4878. Did you frequently see Mr. Quodling in Murrurundi? Yes.
4879. How frequently? Perhaps once a fortnight, or once a week sometimes.
4880. Where did he usually stay? At Wightman's Hotel.
4881. Did you ever hear that Mr. Collett had complained of Mr. Quodling being too frequently at Murrurundi? No, I never heard that he complained.
4882. Did you ever hear of any complaints having been made that Mr. Quodling had been too frequently there? No.
4883. Do you know Mr. Williams, an overseer? Yes.
4884. How long has he been there? Nine months, or more.
4885. Do you know whether he had been accustomed to road-making before he received that appointment? No.
4886. Did you ever hear? I understood he had not been accustomed to road-making.
4887. Did you ever hear Mr. Collett at any time state that he had not acquired practical experience? I have heard that Mr. Collett should say so; I should not at all say he did not say so, but I do not remember his having stated it.
4888. You did not hear him? No.
4889. Do you know Mr. Hannington? I do.
4890. Do you know whether he had ever been accustomed to road-making previous to his appointment? I should imagine not; I do not know.
4891. Can you state the number of contracts that, during your residence at Murrurundi, or of late years since Mr. Collett has superintended the road, have been allotted to persons without being subjected to public competition? I could not tell you.
4892. Has Mr. Collett been in the habit of allotting contracts without competition in the vicinity of Murrurundi? That one for the short piece of road that the Wightmans had was given I think in that way, and some others might have been.
4893. Or any extensions of contract? I do not know.
4894. What sort of contract was this of Wightman's? A short piece of road, about a quarter or half a mile, to be formed and gravelled as I understood; but it did not satisfy the Superintendent, and when he came up he disapproved of it, and the parties were stopped in their work, and they did not go on it again. I did not see any more people working on it, excepting the usual workmen that go on the road under the overseer.
4895. Do you know the amount of money? I do not.

4896. Do you know whether Mr. Wightman has been paid? . I do not. I heard they were dissatisfied that they were not paid at the time, but I have not any positive knowledge.
4897. There is a bridge opposite your house? There is.
4898. What is the length of this bridge? It is a very short one over a gully.
4899. Do you know the cost of the construction of that bridge? No.
4900. Do you know whether it was let by public tender—was it sixty feet long? No, not fifteen feet.
4901. Who was the contractor? Mr. Martindale.
4902. *By Mr. Dangar*: Are you aware that Mr. Greer made a complaint respecting Wightman getting the contract you spoke of? No.
4903. Did you hear that that contract was made by Mr. Williams at Wightman's billiard table? No.
4904. Did you ever hear that Mr. Williams let this contract to Mr. Wightman without applying to Mr. Collett—the gravelling from the part you speak of to Brodie's bridge, and then on towards Scone ten miles? No, I do not know anything of that.
4905. Did you ever hear that any party remonstrated with the Commissioner about this contract? No, I did not hear that even.
4906. Are you aware of Mr. Williams letting contracts to others without Mr. Brown's or Mr. Collett's knowledge? I am not.
4907. You spoke of Mr. Collett's superior management. Since Mr. Collett has been Commissioner and Mr. Brown Superintendent, can you observe any difference in the management of the roads—between Mr. Collett's and Mr. Brown's superintendence? I could not tell you that; I do not know sufficient to say.
4908. Does Mr. Brown give satisfaction? Yes, I imagine he does.
4909. You are aware, as an old colonist, that the weather has a great deal to do with roads? Yes.
4910. In fine weather —? They are good.
4911. But in wet weather how are they? I cannot say so much for them in wet weather; it makes a very great alteration.
4912. I believe you were speaking of the wood used in the Arnold Bridge—was there not a lawsuit respecting the wood? There was some of the wood taken down from the bridge at its commencement; there was a party complained of taking away their timber, and in that way the quality of the wood came under notice; but Mr. Martindale explained by saying he required this timber for scaffolding, and afterwards there was considerable interest to see that this timber should not be used in the bridge, and in fact the greater part of it was never taken away from the land where it was cut.
4913. You are aware that very large special grants have been allowed for the Murrurundi District, apart from the amount voted per mile? Yes.
4914. From the Gap towards Scone, large special grants? Yes, I am aware we have had our full share.
4915. From the amount of money granted by these special grants, great improvement ought to take place in the roads, no matter who was Commissioner or Superintendent? Undoubtedly so.
4916. Do you think Mr. Williams an efficient road overseer? I am not a very good judge whether he is or not.
4917. Is he a fair sample of those who preceded him? We formerly had the overseer pretty constantly amongst the men, and it is somewhat different now to what it was.
4918. Is Mr. Williams quite equal to Mr. Clements? Yes, quite equal to Mr. Clements.
4919. Are you aware that Mr. Clements has been dismissed a second time? Yes.
4920. Did you hear the cause of his dismissal in the first instance, when overseer to the Government? I could not say precisely.
4921. Was he deficient in his accounts? I understood so.
4922. Were his cheques dishonored? Yes, they were.
4923. Given for pay to the men? Yes.
4924. Since that he has been appointed again as bridge overseer? Well, I understood he held some little appointment of that kind at the foot of the range.
4925. Is he so now? No.
4926. Dismissed a second time? Dismissed again.
4927. Were you summoned to attend this Committee? Yes.

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FRIDAY, 20 DECEMBER, 1861.

Present:—

MR. DALGLEISH,
MR. DANGAR,

MR. HOSKINS,
MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. Zechariah Hawkins called in and examined:—

4928. *By the Chairman*: What are you? A road overseer.
4929. Where do you live? At Uralla.
4930. That is between Armidale and Liverpool Range? Yes.
4931. On the other side of the Moonby? Yes.
4932. Has your attention been called to this Committee at all? Yes; I have a summons to attend it.

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4933. Do you know what the Committee is sitting upon? Upon the Resignation of Mr. Quodling; it is specified in the summons.
4934. And also upon matters connected with public works in the Northern Districts generally? I understand so.
4935. Who is the officer immediately over you? Mr. Coghlan.
4936. Mr. Quodling was before his resignation? Yes.
4937. What was he called? A Road Superintendent.
4938. You are an overseer of roads? Yes.
4939. Can you state what your duties are from beginning to end? My duty is to see works carried out according to the specifications.
4940. But there are some works in regard to which you have no specification—the maintaining of roads, for instance? Yes, some minor works.
4941. You have to superintend and see that the men do their work properly? Yes; to mark it out and direct them.
4942. In regard to the specifications—what parts of the works do they relate to? The building of Bendemeer bridge, and the clearing of the new line; these are the only specifications I have. There are some other specifications which Mr. Quodling gave me when he went away, for the building of Uralla bridge and the bridge at Saumarez Creek.
4943. For the rest of the works they were considered not to be required? No.
4944. In what shape are these specifications placed in your hands? They are written documents.
4945. Do they state in detail everything required to be done? Yes, it is supposed they do.
4946. Do you generally find they do—you say they are supposed to do, but do they? Not always; sometimes there is reference made to the plan in the specification.
4947. But can you get the plans sometimes? Yes.
4948. The plans and specifications together give you, in detail, everything to be done in every work? Yes.
4949. Have you always been furnished with these as much as were required, in regard to these works you speak of? Yes.
4950. In full? Yes.
4951. You say your duty was to see the work carried out according to the plan and specification by the contractor? Yes.
4952. If you found the work was not being done properly by the contractor, what was the next step? I reported it to the Superintendent.
4953. You did not exercise any influence in stopping the work? No; I reported to the Superintendent.
4954. Would you inform the contractor of it at the same time? Yes.
4955. Is it the practice of the contractor to stop when you make an adverse report? Not always, unless the Superintendent stops them; it is in the power of the Superintendent to stop the works.
4956. You have nothing to do but to report? No.
4957. In what shape would you make your report—in writing? Always in writing. If there were anything to which I considered attention should be drawn, I should report immediately.
4958. How often did you see the Superintendent? Sometimes once a fortnight, sometimes once a month.
4959. Do you think that often enough? I think it was; I had no control over him.
4960. Do you think it was sufficiently often for the public interest, to see him once a fortnight, or as often as you have? Yes.
4961. What is the nature of the work at Uralla? Building a bridge; one of the minor bridges, about sixty-three feet long.
4962. How long were you under Mr. Quodling? About ten months.
4963. Can you state what the duties of a Road Superintendent were, or are, so far as you know them? He has to point out to the overseers what is necessary to be done; he has a long length of road to go over, and to point out to the overseers what is required to be done; he has also the management of the expenditure of money.
4964. Supposing your reports against the works are not noticed—? If anything serious were going on I should stop them.
4965. I thought you said you had no power to stop them? I should take upon myself to do so if the Superintendent did not come to see them.
4966. Suppose the contractor would not stop? I would make a report again.
4967. Did you find that ever occur? No.
4968. Have you found it your duty to report against the works under your charge at all? I think I did report to Mr. Quodling at one time about the Bendemeer abutments.
4969. Will you state the nature of your report then? As far as I can recollect; it was with reference to the quality of the work not being good.
4970. Not according to the specification? It was built according to the specification.
4971. What was the particular fault then? That the stones were not sufficiently worked to come into courses properly. The specification was that it was to be rubble work, or the outsides might be in courses, and the coursing stones were improperly bedded in some places.
4972. Do you mean that they did not properly meet? They were not evenly bedded.
4973. Was this the only fault you found? That was the only fault I found.
4974. Was that the only time you had occasion to find fault? Yes.
4975. Did you report that to Mr. Quodling? Yes.
4976. What was done in the matter? Mr. Quodling said it was done according to the specification.
4977. Was there no notice taken of it at all? No.

4978. Did Mr. Quodling report your report again? I am not aware.
4979. Was your certificate necessary to the payment of the money? Not altogether.
4980. The money could be paid without it? It is usual for the overseer to make up the vouchers and state the quantities in detail, and then to sign.
4981. Have you ever known money paid without your voucher? No.
4982. Would you think it irregular if it were done? I should think so, but it never occurred.
4983. Do you think Mr. Quodling visited and inspected your works and attended to his duty as much as could be expected when he was over you? Yes.
4984. What do you think of Mr. Quodling's competency? I think he was very competent.
4985. You think he understands his duties fully? Yes.
4986. You consider yourself competent to form an opinion? Yes.
4987. Is Mr. Quodling anything of an engineer? I never saw him carry out any works. I have not been long with him. The works were marked out before I went there, but I believe him to be capable of engineering.
4988. Then how was it, when you reported in this particular case, that certain works were improperly done, that Mr. Quodling did not report again? I do not know whether he did or not.
4989. Was nothing stopped from the work? No, the work went on according to the specification.
4990. Then the objection you took was not properly an objection to the contract at all? Not properly; I had no power over that. The contractors generally work to the specification, and they do not feel bound to do more than that.
4991. Do you know whether the bridge still retains the fault to which you objected? It has been damaged by the flood.
4992. Was that in consequence of any of the defects you reported against? I think not; I think it was owing to the work being green; it had not dried before the flood came.
4993. You do not think the contractor deviated from his contract, but that he performed it faithfully? Yes, according to his agreement.
4994. Whose fault was it that the bridge was not built as you thought it ought to have been? I cannot say whose fault it was, but I should say the fault lay in the specification.
4995. Do you think the specification ought to have included what you said? It should have been stated in detail.
4996. You think it was the fault of the person who drew the specification? I do not know who drew it.
4997. Was it Mr. Collett? I do not know; I think it was before his time.
4998. Who was the contractor? Mr. Dowell, of Tamworth.
4999. How much did he gain by not doing it as you suggested? It would have made a great deal of difference if it had been done as I proposed. The stone is granite—a hard stone—and if it had been wrought and bedded properly, it would have made a good deal of difference in the cost of the work.
5000. Was Mr. Collett in the habit of visiting the works you were placed over? I saw him once.
5001. What were his duties? I do not know what his duties were.
5002. Was it in the power of the Superintendent and yourself to vouch for any work that was done? Yes.
5003. Then your voucher, and that of Mr. Quodling, were necessary to the payment of money? Yes.
5004. Do you think it would be irregular for the Commissioner, or anyone above you, to pay the money, unless these two vouchers were given? I think it would.
5005. Do you know whether that has ever been done? No.
5006. You cannot tell? No.
5007. Do you know anything of a testimonial having been given to Mr. Collett? No.
5008. You did not subscribe to the testimonial? No.
5009. You have no knowledge of Mr. Collett's qualifications? No.
5010. Either as a surveyor or as an engineer? No.
5011. Have you had any conversation with anyone, about this inquiry, before you came here? Only such as was passing about among people in general. I had no particular conversation with anyone.
5012. What is the general feeling as to Mr. Quodling's competency—is he generally looked upon as a good Road Superintendent? Yes, I think so; I think he was generally looked upon as a competent person.
5013. Who is looking after your work now that you are away? No one; Mr. Coghlan is down also.
5014. Is Mr. Coghlan over you? Yes.
5015. Has he attended to his duties in the same way as Mr. Quodling did? Yes.
5016. Do you think he is well qualified? I do.
5017. How do you know he is in town? I have seen him.
5018. This morning? Yes.
5019. What induced you to come down? The summons.
5020. Did you not ask for leave? No; Mr. Coghlan was away at Armidale, and I considered myself bound to come down; I did not know to the contrary; I shewed Mr. Coghlan the summons afterwards.
5021. *By Mr. Dalgleish*: What are you? A road overseer.
5022. Are you any trade? Not in particular.
5023. Were you brought up to any trade? I was brought up to a trade, but I have not followed it for many years.

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- Mr. Z. Hawkins.
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5024. What was it? The tanning and leather-dressing business.
5025. How long have you been employed on the roads? Seven years, within a month or two.
5026. In what capacity? As an overseer.
5027. From the first? From the first.
5028. What experience had you in road-making before you got that employment? I had had a good deal of experience in building and other matters.
5029. Your particular duty, I think you said, was to see to the clearing of the line and building of a bridge? Yes.
5030. Was it a stone or a wooden bridge? A wooden bridge.
5031. Had you had much experience in wood-work? Yes.
5032. Obtained during these seven years? Principally; before that I had experience in wood-work.
5033. The plan and specification were placed in your hand when you began a work? Except in minor works; in small works the plan and specifications are not given in detail; we know how they are to be done.
5034. You accept that as your guide to see that the work is faithfully done? Yes.
5035. You have spoken of Bendemeer bridge, and stated that you reported against the abutment—what induced you to do so, if the work was carried on according to the specification? I stated to Mr. Quodling my opinion that the work would not stand.
5036. And when the work was opened it did not stand? Yes; but the work had not time to dry before the flood came.
5037. You stated that, when the work was progressing, you reported to Mr. Quodling your opinion that the work would not stand? Yes.
5038. And afterwards you stated that, in your opinion, the only fault of the work was that it was not dry? No; that was the cause of the damage by the flood, because the mortar had not dried. There is an abutment on each side; one had dried, the other had not; the one that had dried was not so much damaged as the other that was wet.
5039. Yes, but that does not explain your statement; you have said you reported that the work would not stand—I understand from that, that it would not stand under any circumstances, or do you qualify that in any way? That was my opinion, that it would not stand the pressure of heavy floods.
5040. Have you had much experience in mason-work? Yes, a good deal.
5041. Do you think it would be consistent with common sense to ask a contractor to put course work or worked stone instead of rubble stone? No, I would not do it; but as far as I recollect, there was a clause in the specification that the exterior may be coursed with courses not more than twelve inches above the surface of the ground.
5042. At whose option? At the option of the contractor I think.
5043. That is to say, the contractor had liberty, if he thought proper, to expend £400 or £500 more upon his work than he was compelled by his contract to do? The stones were pretty good stones for rubble work, but they did not work properly without hammering.
5044. Do you remember the terms of the contract—was the option of its being done by course work left with the contractor or the overseer, in the specification? It did not say.
5045. Have many specifications passed through your hands? Yes.
5046. Is it usual for specifications to be made out in that vague manner? No, it is not; that is the only one I recollect seeing made out in so vague a manner.
5047. You were asked what would the contractor gain by not making the work course or squared work? I said I thought it would be something very considerable, as the stone is very hard.
5048. You think the contractor would gain something considerable by making it rubble instead of squared work? Yes.
5049. In what way would the contractor gain, seeing that his contract was for making rubble work? I think the contractor had no particular gain, for I think he had taken it at the specification.
5050. Then the contractor had no gain whatever? No; the tender was put in according to the specification.
5051. What would be the difference in the price between rubble and hewn work? For granite?
5052. For the same material as that used in the bridge? Hewn work would be from 50s. to £3 a yard dearer than rubble.
5053. Rubble work is the stone as it is roughly hewn from the quarry, in oblong blocks? Yes.
5054. Not in any way cut by the chisel, but rough from the quarry? Yes.
5055. The other is squared work of equal thickness? Yes, and jointed properly.
5056. Hewn in straight lines—perfectly straight, so that there would not be above an eighth of an inch of mortar between the joints? More than that—half an inch.
5057. How much would there be in rubble work? An inch or more at time; the stones do not bed evenly, so that the mortar is of irregular thickness.
5058. The action of the flood would have far more effect upon the rough and irregular surface of rubble work, and also on the greater thickness of mortar between the joints, than it would upon hewn work? Yes; there is greater room between the joints for the water to get in.
5059. That, in your opinion, was the cause of the damage to the abutment? That is the wetness of the mortar.
5060. As rubble work was it faithfully executed? Yes.
5061. Were the piers protected by a coffer-dam? The foundations were kept dry while the bottoms dried; the bottoms were set in cement.
5062. Were the coffer-dams kept up while the piers were drying? Not the upper part; the specification specified the dams to be kept dry for a certain time—two days I think.
5063. If the coffer-dams had existed, would they have given any protection to the piers? Not in the least.

5064. Would the person who made out the specification be bound in any way by the sum of money at his disposal—Would he not have to make his arrangements for the work in proportion to the sum he had to build the bridge with? I think so.
5065. If he had a limited sum, it would be impossible for him to build the bridge with squared stone? Yes.
5066. Can you give some idea of what would be the gross amount a bridge built with squared work would cost over a similar bridge built in rubble work? I could not answer immediately.
5067. Do you not know how many yards are in the bridge? No.
5068. Would the cost be double? Yes, fully that.
5069. More than that? Fully that.
5070. Do you know Mr. Bayley? No.
5071. Did Mr. Collett inspect this bridge while you were overseeing the erection of it? Mr. Collett looked at it as he went by.
5072. Describe to the Committee the inspection Mr. Collett gave to this work? He went with Mr. Collett to look at it. I forget whether it was finished or not; I think it was, when he saw it.
5073. Were you present? No.
5074. How long was he engaged? He could not have been engaged half an hour, for the coach was going through at the time, and they only stopped to change horses.
5075. Can you describe how they inspected it—did they stop in one place or move about from pile to pile—or was Mr. Collett satisfied with walking across the bridge—? I was not present.
5076. Were you not at the works at all? No, the work was completed.
5077. During the time you were there Mr. Collett did not inspect it? No.
5078. Can the inspection of a bridge, or of any other piece of work of a similar kind, after it is completed, be of any value, excepting so far as the outer appearance is concerned? In some cases—not in walls.
5079. So that if it had been squared work instead of rubble, a fair facing might have been given to the work, and yet it might have been carried out in a very disgraceful way? Yes, it might have been.
5080. And the inspection of the Commissioner would have been useless—he would not have known from the outward appearance but that the work had been carried out in the most substantial manner? No.
5081. Have you been on any other work when Mr. Collett has inspected it? No.
5082. Have you been under Mr. Collett for any length of time? Since he took office at the beginning of the year. I have not been immediately under him at all. I have been in the Upper District.
5083. Is he Commissioner of the Upper District? Yes.
5084. Has he inspected the work there at all? Yes. I have seen him there only once.
5085. During the entire year? Yes.
5086. You refer to the Bendemeer bridge, after you had left the work? Yes.
5087. He never inspected any work while you were actually employed upon it? No.
5088. Are you acquainted with any other overseers or Superintendents upon the Northern Road? Only to see them; I was not acquainted with any.
5089. This bridge at Uralla, is it a single span? No, three spans of twenty feet each.
5090. In what manner is it trussed? It is not trussed; it has single beams; cills are laid down and the piles are mortised into them.
5091. The piles are not driven, but cills are laid upon the bed of the creek? Yes, and three uprights are fixed and nailed with iron spikes at the bottom.
5092. Has all the iron-work specified been attached to the bridge? Yes.
5093. Who is the contractor for that portion of the work? Mr. Heritage had the contract for building, and Mr. Mitchell supplied the hewn and sawn timber.
5094. Have you been employed upon any of Mr. Martindale's contract at all? No.
5095. Have you been employed upon any large works other than public works of the same description? No.
5096. You say you have had great experience in building—what particular line of building? House building.
5097. *By Mr. Markham:* You say when you reported to Mr. Quodling that you thought the work would not stand—what was Mr. Quodling's reply to you? I think he said he had no power over it—it was carried out according to specification.
5098. Your opinion, in regard to its not being able to stand, was entirely independent of the action of the flood? Independent of that.
5099. It was an imperfect work, without taking the flood into consideration at all? Yes, I think so.
5100. Notwithstanding that it was consistent with the specification? Yes.
5101. The fault did not lie with the contractor, but with the party who drew the specification? Yes.
5102. You are not in a position to say where the specification had its origin? No.
5103. You only know that there was a specification? Yes.
5104. You know the site of Bendemeer bridge? Yes.
5105. Do you think it the best site that could have been chosen? In my opinion it is not.
5106. Where do you suppose a better site would have been? The old crossing-place had many advantages over any other place that I know of.
5107. Do you know any reason why the present site was chosen? No; the work was partly done when I went up there.
5108. Have you seen the abutments since the flood? Yes.

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5109. Has any material injury taken place? Yes, very much, especially to the one which was finished just before the flood.
5110. Has the mortar been washed away? The mortar has been entirely washed out.
5111. Is the abutment so seriously damaged as to involve its being taken down again? I should say so.
5112. That abutment in particular? Yes.
5113. Do you know anything of the foundation of the abutment? I was present when that one was laid.
5114. What foundation had it? On the shingle.
5115. Was it good sound shingle—a good sufficient foundation? Yes.
5116. Were the abutments built square, or was there any cut-water? It was built square.
5117. Is it usual to build pillars of that kind square? The abutment pillars?
5118. Where they are likely to come in contact with a flood? Yes.
5119. What would you prefer to have them, square or with a cut-water? I should say to splay them back, the abutments.
5120. You stated that you were not present when Mr. Collett inspected the works, therefore you cannot say whether his examination was a strict one or otherwise? No.
5121. Do you know anything of the bridge over Saumarez Creek? Yes.
5122. Who has the contract for that? Mr. Heritage.
5123. He also has the contract for a portion of the Uralla bridge? He had the building of the two bridges. Mr. Mitchell supplied the timber, and Mr. Davis the iron.
5124. Have you examined the new line from Uralla to Armidale? Yes.
5125. Do you consider it an improvement upon the old line? I consider it a very great improvement; it will take a good deal of making.
5126. When it is made do you consider that it will have a good foundation? Some of the ground is bad.
5127. On the whole do you think it an improvement? The road is pretty well straight from the Barley Field to Saumarez Creek.
5128. Where they descend from the top of Martin's Gully, will it be an improvement upon the present road? No; I think the road in that part, particularly, is out of place.
5129. Are you aware who laid out that road? Mr. Wells, I believe, the surveyor.
5130. Are you aware whether he had any instructions from anyone else to survey that line? I understood him that he surveyed it under Mr. Collett's instructions.
5131. You consider that approach to Armidale defective? I do.
5132. Do you know any better? Yes.
5133. Which side of the present road? The old road is better.
5134. Did you oversee the causeway that was placed across Martin's Gully some time since? The banks of the creek were cut down and filled in, that was all we could do. There was no causeway made.
5135. There was a considerable quantity of gravel laid along the gully? There has not been in my time.
5136. How often has Mr. Collett been in the district since you were overseer? I have only seen him once to my knowledge.
5137. Where were you at the time Mr. Collett visited Bendemeer Bridge? I think I was up the road; I saw him going up; I did not see him coming down. It was coming back, I think, he visited the abutments.
5138. *By Mr. Dongar*: Have you charge of Moonby Ranges? Not now; I had for the first four or five months.
5139. You were stationed at Bendemeer? I was stationed there at that time; I am at Uralla now.
5140. Is the contractor proceeding with the bridge at Bendemeer now? No, he is doing nothing to it.
5141. Is there any dispute between him and the Government? None that I am aware of.
5142. It is contracted for I believe? The wood-work was contracted for, and I do not think the contract has been cancelled; I have never heard so.
5143. Who is the contractor? A person named Chowne.
5144. The same who built the Tamworth bridge? His brother.
5145. The plan of Bendemeer bridge was drawn in Mr. Bennett's time? Yes.
5146. How many miles of road are apportioned to your district? About forty-five; I had more, but since these clearing contracts have been taken I have less.
5147. You never heard any complaints as to Mr. Quodling's general superintendence? No.
5148. Or of his attention to his duty? No.
5149. You never heard the public speak of his being absent from his duty? No.
5150. No complaints about his being at Murrurundi too often? No.
5151. Has Mr. Coghlan visited your district since he was appointed? Yes.
5152. When Mr. Quodling left, after his resignation, did he leave his papers with you? No. I got a paper from the office authorizing me to take charge of Mr. Quodling's work; but, before I left Tamworth, Mr. Quodling received a note stating that Mr. Coghlan was appointed.
5153. So Mr. Quodling handed his papers to Mr. Coghlan? I believe so.
5154. You believe Mr. Quodling is fully competent to act as a Road Superintendent? Yes.
5155. *By Mr. Dalgleish*: You stated that Mr. Quodling was, in your opinion, perfectly capable of carrying on engineering? Yes.
5156. Will you describe to the Committee what you understand engineering to be? Such as taking sections of any work, laying it out, and planning.
5157. Taking the proper levels? Yes.
5158. Designing the whole work? Yes, and laying it out.
5159. What means of information have you had upon this subject? Only from conversation with Mr. Quodling; at least principally from conversation.

5160. Do you consider yourself perfectly capable of giving an opinion as to the competency of a gentleman to perform the duties of a civil engineer, from conversations you have had with him? I should not give it as an opinion that he was perfectly competent.
5161. What do you give it as then? I have never seen him at work.
5162. You have given it as your opinion that he is perfectly competent? I have said so, and I believe yet that he is able to carry out his work.
5163. Give us the foundation of that opinion? From conversations on the works—from his understanding the general terms of the works.
5164. What term was it you applied to the shape of the abutment which you said should have been used? Splay back.
5165. The abutment is the mason-work built at the edge of the river? Yes.
5166. So that the double form, or V form of the cutwater, could not be given—it would be folly to give it in that way, as it would afford a projection for the water to cut away the work? It would be a means of warding off the logs; in case of logs coming down it would ward them off where a right angle would take them.
5167. Could this have been effectually carried out with rubble-work? Yes.
5168. At what additional expense? None at all.
5169. Would not the square of the work have to be carried as far as it is at the present time, and afterwards a half V or splay back carried in addition? It would have made a better job of it.
5170. Would that have to be the case? It must have been, on account of the footing.
5171. Would not that have been an addition to the work? Yes.
5172. Would not that have been an addition to the expense? Yes.
5173. How then do you say that it would not be an additional expense? I did not understand you rightly.
5174. When you do not understand, endeavour to understand the question, because it puts the matter in a wrong light. In order to give stability to the splay back, would it have been necessary to cut back the natural bank, and to make a support of mason-work? Yes.
5175. How many yards? From fifteen to twenty yards on each side.
5176. That would have been frontage only? The front and side.
5177. How many cubic yards would that be? I am speaking of cubic yards.
5178. What additional expense would that have been? More than £50 on each side.
5179. What would have been the expense of excavating and laying the foundation of this masonry? I include that; the excavation was easy.
5180. Would not the foundation for this splay back have required to be carried as deep as the foundation for the abutment? Yes.
5181. The coffer-dam must have been extended? Yes.
5182. Would the coffer-dam not have been an additional expense? A little.
5183. How much? £5; a few more slabs would have been all that would have been required.
5184. Does your fifteen or twenty yards of masonry include the foundation? Yes; I consider about one yard or four feet would have been sufficient for the splay, with what might have been subtracted from the present angle.
5185. What is the face of the square you talk of at the present moment? The whole face?
5186. The square face of the masonry, right angles to the masonry. These questions have arisen from your stating that a splay back would have been far better than the square abutment, which forms the abutment now? Yes, I have stated my opinion that it would have been better, but it was not in the plan.
5187. How much of this square face is now exhibited—what depth is it into the bank? It is stepped up from the base to the top; at the top it is five feet, at the next seven, at the next nine, and so on.
5188. What is the depth at the base, from the face of the pier to the river at the embankment? 27 feet of base.
5189. What length of line would have been necessary in order to give this the splay back form? The same length back would have done; it would have had to be wider in the face.
5190. One yard of masonry could not do that? The same distance back—it would depend upon whether you had a long splay back or a short one.
5191. At what angle would you call it a short splay back? About one in three; I should think that sufficient.
5192. How many feet of face would you give under those circumstances? About four feet; the present angle might have been cut a little.
5193. That is a very little from square? But it would have saved the right angles that have been knocked by logs coming against them.
5194. I cannot see that—of what form is the river there—a great deal will depend upon that—is it a straight stream? A straight stream.
5195. This one in three is little other than square, and the logs must come with their whole force upon the splay back? Still there would have been a body of work at the back of the splay; there is nothing now at the right angle of the work if it only splays back one in three—there is the great body at the back of three.
5196. The injury is done principally at the angle itself—one foot in three would be only four inches in one foot—seeing that the whole damage, or the greater part of the damage, must come at the first foot, at the corner, that is only four inches, and in rubble-work it would be almost imperceptible—additional strength would be of no moment. In order to obtain an angle of 45° for the splay back, what would have been the necessary length of face of extra rubble work to be carried out? I do not know.
5197. It would have been considerably more than you have stated? It must have been from six to seven feet.

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- Mr. Z. 5198. That would have doubled your calculation? Yes; but I thought the present acute
Hawkins. angle might have been cut away to form an obtuse angle.
5199. It is an obtuse angle, is it not—square? No; a right angle.
20 Dec., 1861. 5200. What is that, an obtuse angle or an acute? An acute angle is sharp.

Stephen George Shairp, Esq., called in and examined:—

- S. G. Shairp, Esq. 5201. *By the Chairman*: State what your office is under Government? Chief Clerk of the
Road Branch in the Public Works Department.
5202. Immediately under the Commissioner for Roads? Yes.
20 Dec., 1861. 5203. Did you take your orders from him? I take all my orders from the Commissioner.
5204. How long have you held your office? Since the 15th of January I have been Chief
Clerk.
5205. Have you been long in the public service? About three years.
5206. Will you state to the Committee concisely what your duties are? In the first place I
countersign all cheques signed by the Commissioner.
5207. Cheques for money? Yes, all cheques for payment; the Commissioner signs them,
and I countersign them.
5208. Is no money paid without your counter-signature? No.
5209. Both these signatures are necessary to all payments of money? Both.
5210. Are there any other signatures? No.
5211. These two signatures constitute an order for payment? Yes, if the credit at the
bank is sufficient they will pay a cheque if signed by the Commissioner and myself.
5212. They would not pay otherwise? No.
5213. Is that the way contractors are paid? They are paid by these cheques.
5214. In no other way? In no other way.
5215. Has your attention been called to the investigation going on before this Committee?
In which way, my attention?
5216. Have you noticed from the papers? Yes, I have been aware of it from the com-
mencement.
5217. No one has spoken to you then? I have spoken to two or three about it.
5218. You have not received any instructions or communications from Mr. Collett with
regard to this inquiry? I have received no instructions certainly; I have heard from Mr.
Collett about the proceedings.
5219. You have heard from him? He has told me many things which have occurred, when
he has been up here.
5220. Did he tell you you were likely to be examined? Never; he told me it was not
likely; I said I thought I should be.
5221. Why did you consider it likely? I considered that being the Chief Clerk, and all
the payments and correspondence having gone through my hands, it was most likely I should
be examined.
5222. You state that contractors are always paid by cheques signed by you and counter-
signed by the Commissioner? Always.
5223. There was no other way? No other way of getting money. There is a certain
credit opened every month for the Commissioner for Roads; up to that amount he can draw,
but he signs the cheque and I countersign it.
5224. Was there any other preliminary—was it entirely left to the Commissioner to give
cheques to pay the contractor, without any further check upon himself than your signature?
The usual mode of payment is on vouchers which are sent in by the Superintendents for the
quantity of work done on the different roads; we check them in the Office, and if the calcula-
tions are correct we enter the amounts in the cheque-book and draw cheques.
5225. That is the usual way in which contractors are paid? Yes.
5226. Has that practice been always pursued? There have been cases where the
money has been paid without vouchers. In some cases we paid on a recom-
mendation from the Superintendent that money should be paid, without having any vouchers;
but in those cases the vouchers have been sent afterwards. The money has been paid
because the Superintendents might not have been long in the service, and have been unaware
of the practice; and we have not wished to keep the contractor out of his money.
5227. Do you consider this an irregular practice on the part of a Superintendent, to recom-
mend payment without forwarding a voucher? It is a decidedly irregular practice.
5228. You allowed it to pass only in certain cases where you had no reason to suppose there
was anything wrong, because you did not wish to keep the contractor out of his money?
Yes.
5229. Did this happen often? Not often; I was a Road Superintendent before I received
my present appointment.
5230. Then you know exactly what are the duties of a Road Superintendent? Yes;
I was then up at Gundagai, and owing to the delay in the mail in sending down my
vouchers, Captain Martindale authorized me to send a telegram stating the amount due to
the contractor, and paid on my responsibility.
5231. You were held responsible? I was held responsible. I would send a telegram—
“Please pay the contractor £500 on account.”
5232. Did you exercise this power on many occasions when you were Road Superintendent?
I might have done it in a dozen cases.
5233. You always sent proper vouchers? The same day I made out the vouchers, and sent
them down by post.

5234. In your case you never heard the practice questioned? No.
5235. You were able to satisfy the authorities that all was done right? Yes.
5236. There were no complaints made about it? I never heard of any.
5237. Does this practice still prevail with regard to the Road Superintendents—that they are allowed to send recommendations in, and furnish vouchers afterwards? Not generally.
5238. You say it has been allowed in certain cases which you consider exceptional? Yes; we have paid money on the recommendation of the Road Superintendent at Albury, without any voucher.
5239. Will you describe this voucher—what this voucher consists of? It is merely a statement of a certain amount of work done, with the value of it specified at the bottom by the Superintendent and overseer, as being a fair payment for the work performed.
5240. Is this the kind of document you refer to (*handing a paper, Appendix D, page 9, to the witness*)? Yes, this is the form of voucher upon which we pay, excepting the foot note.
5241. That is the proper form? Yes.
5242. Is it necessary in all cases to the correctness of a voucher that it should be signed by the Superintendent and also by the road overseer? The road overseer usually signs in the first instance, and then the Superintendent certifies to it.
5243. Are those two signatures necessary to the validity of the voucher? We usually have the two signatures before we send the receipted vouchers to the Audit Office.
5244. It would not pass the Audit Office without the two? It might pass without the overseer's, because in some cases there is no overseer under a Superintendent.
5245. Then the overseer's signature is not absolutely necessary? No, the Superintendent's, the Engineer's, or the Commissioner for Road's.
5246. Would the signature of the Commissioner for Roads or the Engineer's be equivalent to that of the Superintendent's? Yes.
5247. Then the signature of the Superintendent is not necessary where you have that of the Commissioner or Engineer for Roads? If the Commissioner or Engineer were to certify to any amount it would not be disputed at the Audit Office—it would be considered sufficient.
5248. Has it been usual for the Commissioner for Roads to sign vouchers? The Commissioner for Roads has certified for vouchers where there has been only an overseer. It is a usual thing where there is only an overseer, as in the first districts of the Southern and Western Road. In addition to the overseer's certificate, the Commissioner has always signed the vouchers.
5249. That was in cases where there was no Superintendent? Yes.
5250. Has it been usual for the Commissioner, where there has been a Superintendent, to sign vouchers? It has not been usual.
5251. Do you know any cases where it has been done—that the Commissioner has signed without the Superintendent's name where there has been a Superintendent? I do not know of any cases that have come within my own experience.
5252. Do you know any cases where Mr. Collett has signed vouchers or has passed vouchers where there was a Superintendent? He has passed vouchers, but has not signed them.
5253. What is the meaning of passing them? He has drawn a cheque for the money and paid it to the contractor, but he has not signed the voucher—he has initialed the cheque—book.
5254. In cases where the Superintendent has not signed the voucher? Yes, I have known three, four, five, or six cases.
5255. Can you state some of the dates? I am not positive as to the exact dates.
5256. Within the last six months? Within the last two months.
5257. Mr. Collett has given cheques without the vouchers being signed by the Superintendent? Yes, he has given them in Mr. Quodling's case—the present case.
5258. In any other cases? I think in one other case, on the recommendation of the Superintendent.
5259. In these cases you mention—in Mr. Quodling's case—was there a recommendation from the Superintendent at all? Not that I am aware of; it did not come into the Office.
5260. You say that this has never been done in any other case that you are aware of? In one case only that I am aware of since I have been in the Office.
5261. Will you mention that case? The only one case that I recollect is that of Mr. White.
5262. In that case you say there was a recommendation? Some half-dozen payments were made on the recommendation of the Superintendent.
5263. This recommendation of the Superintendent was equal to a voucher? Yes.
5264. In the case of Mr. Quodling there was neither recommendation nor voucher? Not at the time of payment.
5265. Did you consider it an irregular procedure on the part of the Commissioner? The first payments that were made were when the Commissioner was away at the north. I had instructions from the Commissioner by telegram, and I was not then aware whether he had had communication with Mr. Quodling or not, but having his instructions to send up a cheque to be signed by him, I acted according to his instructions.
5266. But after further inquiry you found these cheques had been signed without any vouchers having been signed by the Superintendent? I knew there were no vouchers at the time, because I always checked the amount due upon the vouchers before I entered them in the book, but I did not know whether Mr. Quodling had seen the Commissioner, and recommended the payment.
5267. You found afterwards that he had not? I found afterwards that there were no vouchers and no recommendations.
5268. And you heard afterwards that Mr. Quodling refused to give either? Not till latterly.
5269. Do you now think that is the case? Yes; because Mr. Quodling was requested to furnish them, and he has not done so.

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S. G. Shairp, Esq. 5270. Did you know such a case to occur in any other instance, or with any other Superintendent? I do not; such a case may have occurred, but not during the time I have been in the Office.

20 Dec., 1861. 5271. Where was Mr. Collett at the time this practice occurred? On two or three occasions he has been at the north, or west, travelling, and I have had either a telegram or letter from him.

5272. A telegram signed by himself? Yes. At least I presume the original of the telegram we received from the Office, signed by the clerk, was signed by himself.

5273. You considered that a sufficient authority for yourself? Yes. I act under instructions either by letter or telegram.

5274. You had no alternative but to obey them? I had that, and nothing else.

5275. Did you mention this circumstance to any other officer of the department—this circumstance of cheques having been given without vouchers? No, I did not mention it to any one, for the next clerk who is under me was aware of it at the time.

5276. Who is he? Mr. Chisholm.

5277. There was no report made of it from you or the department? No.

5278. No further notice was taken of it officially? No further notice was taken of it, except this—as we required a voucher for every payment made, we made one out ourselves in the Office, and sent it to obtain a certificate; at the same time we notified the amount as having been paid.

5279. Have you since had vouchers for this work from Mr. Quodling? No, we have never applied to him.

5280. Who was the contractor? Mr. Martindale.

5281. Can you state in round numbers, approximately, the amount that was paid away in this way? About £3,000.

5282. Can you state the duties of the Commissioner of Roads—what your idea of them is? His duty is to appropriate the different amounts voted, to sign all the documents, and pay the money.

5283. Are his duties, then, principally clerical, as attached to a Central Office in Sydney? I imagine so.

5284. Is it his duty at all to act as Inspector of Works? According to the "General Conditions," it is necessary that the Commissioner or Engineer for Roads should satisfy himself that a contract is properly completed before the final payment is made.

5285. Would it be possible for the Commissioner for Roads to judge of the completion of a contract which he had not watched from time to time? I should imagine not.

5286. I suppose he must depend a good deal, in forming his final judgment, upon the judgment of the Superintendent and of the Engineer? Decidedly.

5287. Is it the duty of the Commissioner of Roads to take the place of the Superintendent at all, or of the Engineer for Roads, or do you consider that his duty is rather merely nominal? I consider that the Commissioner's supervision is more nominal than otherwise.

5288. It is not properly a scientific supervision? I think not; what is carried out by the Engineer for Roads is the scientific supervision.

5289. The Engineer for Roads and the Commissioner are the persons upon whom the public have to rely for the proper performance of these works? The Engineer for Roads and the Superintendent, but principally the Superintendent.

5290. Is it the Superintendent's duty to be constantly watching the works while they are being done? Unless he has an overseer.

5291. What do you consider to be the duty of a Superintendent of Roads such as Mr. Quodling? To lay out any works that are to be carried out on his road, and to see that they are carried out according to the specification, and to recommend advances to be paid on account of these different works.

5292. If he sees that work is being improperly performed, what is his duty with regard to that work? In the first instance to speak to the contractor, and if the contractor refuses to remedy it, to write to the Commissioner.

5293. To make a report? Yes.

5294. He should do that in writing? Yes.

5295. Would it be competent to report personally to the Commissioner on circuit—would that answer the purpose? I think so.

5296. When the Superintendent is placed in his office how does he acquire any knowledge of his duties—how is he made to understand them—does he get instructions? When any particular contract is being carried out he has a copy of the specification sent to him, and the contractor is not supposed to commence work until the Superintendent has set out the work and marked where the drains are to be cut.

5297. The Superintendent is bound to see the works carried out according to the specification placed in his hands? He is bound to do so.

5298. Are plans also given to him? Not in every instance; where there are plans he is bound to see them carried out.

5299. Whenever he saw the contractor was deviating from the plans and specifications, together or alone, it would be his duty to stop the work, or to report if he did not stop? Or to refuse payment, unless the contractor had some authority for departing from the specification. Occasionally the Engineer for Roads might be on the spot himself, and see that some deviation was advisable, and he might in such case direct the contractor to depart from the specification; the Commissioner might do the same.

5300. Would it not be their duty to communicate the deviation to the Superintendent for Roads? It is the usual way to do so, but if the contractor had a written authority, it would be sufficient if he were to show that to the Superintendent.

5301. If the Superintendent were not in any way informed of it, how would it be possible for

for him to do his duty? He could only inquire of the contractor, or write down to the department to inquire whether any alteration had been made.

5302. With regard to these cases in which you say money was paid without the voucher of Mr. Quodling, do you know why Mr. Quodling refused to vouch—have you ever been officially informed of that, or informed in any way? I do not think we have any communication in the Office.

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5303. Was his refusal to vouch founded upon any previous report or remonstrance of his? I have seen a letter of Mr. Quodling's, in which he stated that the works were not being carried out according to specification.

5304. In how many cases did this occur? I recollect one instance in which he makes specific complaints, and another in which he states that the works are not being carried out satisfactorily.

5305. Was this somewhere about the time he refused to vouch? We had received no signed vouchers from Mr. Quodling at that time. We received no letter stating his objection to sign.

5306. You say he was making remonstrances and reports—I ask whether that was about the time that you had not received vouchers from him? There might have been payments made within ten days or a fortnight.

5307. Do you think the two circumstances were connected in any way? There was no official notice sent to me.

5308. Was there any connection in time between the circumstance of Mr. Quodling's reporting that the works were improperly performed and the failure of sending the vouchers—was not it about the same time? Occasionally we did not get the receipts on the vouchers for five or six weeks after the money had been paid.

5309. Was there no notice taken of these remonstrances of Mr. Quodling? One particular instance, in which Mr. Quodling made specific complaints. The contractor called at the Office, and in my presence explained to the Commissioner, and the Commissioner considered his explanation satisfactory, and I wrote a letter to Mr. Quodling to that effect.

5310. You wrote a letter setting aside his remonstrances—what was your communication? I forget the exact wording, but I told him that I was directed by the Commissioner to state that the contractor had explained all the points to the Commissioner's satisfaction.

5311. Then the Commissioner, upon the personal *ex parte* communication of the contractor, without looking at the works, set aside or acted in opposition to Mr. Quodling's report? He considered the explanation of the contractor sufficient.

5312. Did you consider it sufficient? I would not like to offer an opinion, unless I were compelled.

5313. Did you ever, in the course of your duties, see a case of the kind before, or does it often occur with Mr. Collett? No, it does not.

5314. Did you ever know it before with anyone else? Such a thing might have occurred, but I do not recollect any case.

5315. Would you not consider it rather irregular? I should feel inclined to object, if I were Superintendent, under such circumstances.

5316. You yourself having been a Superintendent of works—how would you have felt if such a course had been pursued in your case? I would have written to the Commissioner and objected.

5317. Would you feel that you could perform your duties at all if such a practice were carried on? I could not perform them to my satisfaction if they were persisted in, as they would have the effect of vitiating any directions I gave.

5318. Have you reason to know whether Mr. Martindale and the Commissioner are on friendly terms? I have seen him in the Office—in the Commissioner's room. I know nothing of them out of the Office.

5319. Is it a common practice for Mr. Martindale to visit the Commissioner in his Office? I have seen him there on some ten or twelve occasions.

5320. Have these ten or twelve occasions been when reports have been coming up about his work? At the time to which I have referred he came to explain.

5321. I suppose explanations might have occurred when you were not present? They might have occurred.

5322. Can you state whether they did? Mr. Martindale has been with the Commissioner in his room, and unless I have had occasion to take in a cheque for the signature of the Commissioner, or to see him about some other official business, I have not gone into his room.

5323. Do you know whether Mr. Quodling received instructions, in regard to his duties, in the way you have described you got yours as Superintendent? I believe Mr. Quodling did; it was before I came down from the country.

5324. Has Mr. Coghlan been instructed by letter from your Office? I sent no instructions to Mr. Coghlan; I understood the work was completed, or nearly so.

5325. How long has Mr. Coghlan been in office? He had no specific instructions.

5326. How is he to find out his duties there? He is aware, from having been road overseer some four or five years. The only instructions sent him were, as to the amount of money he could expend by day-work.

5327. Was that by letter? By letter.

5328. Are you aware that Mr. Coghlan was directed to receive his instructions from Mr. Quodling? I am not aware of it.

5329. Do you know whether Mr. Coghlan has declined to take charge of a certain part of the works that were under Mr. Quodling? I do not know it; I have seen no communication of that kind.

5330. What becomes of the contract when it is signed by the contractor—in whose hands is it placed, and with whom does it remain? The bond is returned to the Office; we register it and take charge of it.

5331.

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5331. You keep the bond in the Office? Always.
5332. Do you know whether these cases, where vouchers were not signed or were not furnished by Mr. Quodling, refer to the Doughboy Diversion contract? To the Doughboy Diversion works.
5333. They relate to them principally? Only to them.
5334. Was it with regard to the same works you got remonstrances and reports from him? It was.
5335. Do you know whether that work is finished? I know nothing personally; all I know is from the Commissioner.
5336. Did he tell you it was finished? That it was almost completed.
5337. Can you state how much money is due upon it, how much is paid, and what was the original amount? The original amount of the contract was £7,300.
5338. Was it not £6,300? Yes, £6,300; it was afterwards supplemented to £7,000.
5339. By what authority was it supplemented? On the recommendation of Mr. Bayley. There were some extra works to be carried out, and Mr. Bayley wrote a letter to the Commissioner, saying that Mr. Martindale would carry out the extra works and make the contract a lump sum, and the Commissioner approved of it.
5340. Did Mr. Bayley write this letter spontaneously? That I know nothing of; I only know that I received that letter signed by Mr. Bayley.
5341. You took that as a production coming from Mr. Bayley? Decidedly I did.
5342. You are not aware that the Commissioner instructed him to write that letter? No.
5343. What would you have thought if you had known that to be the case—would that be a regular proceeding? It would be rather an unusual proceeding; but there might be cases where the Commissioner might, for the sake of the Superintendent's having authority for an alteration, direct him to write to the Office.
5344. Would you, as a Road Superintendent, have written a letter of that kind, such as you have seen was furnished by Mr. Bayley, on the orders of the Commissioner, without acquainting yourself with the circumstances in any way? I should write no letters of that description from merely verbal orders.
5345. Unless you held yourself responsible for the letter itself? If I had done so I should be responsible for the letter.
5346. You say this contract was supplemented in consequence of this letter? In consequence of this letter.
5347. It was increased to £7,000? Yes.
5348. Can you state the amount that was actually paid upon the contract before the letter was written; also, state what is actually paid now? There is a balance of about £1,200 still unpaid.
5349. I suppose you acknowledge having written that letter (*handing the same to witness. Vide Appendix B, page 8*)? I wrote that letter.
5350. Was that an official letter you were ordered to write? I was ordered to write that by the Commissioner.
5351. You are not responsible for the statements contained in it? In no way; being directed by the Commissioner I wrote the letter, laid it before him, and he initialed it.
5352. Did you ever see a letter of that kind before under the circumstances? No, I have not myself seen a letter of the kind. I think it is usual, when anyone resigns, to accept the resignation without making any remarks upon it.
5353. Was Mr. Collett called upon to make these explanations to an officer who had resigned? I presume that was optional with him; he might if he thought it necessary.
5354. Do you know anything of the facts that are referred to in this letter; did you consider it as extraordinary that Mr. Quodling should have resigned—were you surprised at his resigning? I was not particularly surprised.
5355. Would you have been inclined to resign under the circumstances? I might have been inclined to do so, without being in a position in a pecuniary point of view.
5356. What is the meaning of this "pitching, after mature consideration, was substituted for a portion of the broken metal, at the same price"? I believe it was at the same price—but that is the Commissioner's letter.
5357. You do not know anything of the facts? I know, but I do not consider myself in any way responsible for the statements in that letter.
5358. Do you know by what authority the Commissioner stated "pitching, after mature consideration, was substituted"? I wrote as the Commissioner directed.
5359. *By Mr. Dalgleish*: Did the Commissioner draft the letter? Yes.
5360. And you copied his draft? Yes.
5361. And he signed it? I signed it and took it to the Commissioner, for him to initial it; he has initialed it, and I consider him as responsible. I think it is almost word for word as the Commissioner drafted the letter.
5362. *By the Chairman*: You do not know anything about this circumstance of pitching having been substituted for a portion of the broken metal? That was some agreement made by the Commissioner with Mr. Martindale.
5363. The letter says, "from your inability to measure accurately"—did you ever hear before that, that Mr. Quodling was unable to measure accurately? I never heard it before.
5364. Are you at all qualified to state what are Mr. Quodling's capabilities for measuring? I have always heard Mr. Quodling spoken of as being thoroughly competent.
5365. Have you heard a good character given by Mr. Bennett of Mr. Quodling? I have always heard such in the Office.
5366. This was the first time you heard of his inability to measure? It was the first time.
5367. What is the meaning of this statement:—"The big cuttings were paid for by the Commissioner

- Commissioner as a lump sum under your estimate"? That was some arrangement I believe made on the spot with the Commissioner. S. G. Shairp, Esq.
5368. Do you know whether the cuttings were paid for under Mr. Quodling's estimate in this way? I do not know it myself. 20 Dec., 1861.
5369. I find the statement here that "the Commissioner requested that fortnightly vouchers should be sent in"—do you know whether the Commissioner did request that they should be sent in? Yes.
5370. Was that done in writing? I believe so.
5371. Did you write the letter requesting that fortnightly vouchers should be sent in? I am not certain whether I wrote the letter to Mr. Quodling—I know I wrote one to Mr. Bayley.
5372. Is it the usual duty of the Superintendent to send in vouchers fortnightly or monthly? It used to be under the old system fortnightly they were always sent in.
5373. Do you not think that better than sending them in monthly? Yes.
5374. Were you in the habit of sending them in fortnightly when you were Superintendent? I always sent them in. The system of sending them in fortnightly is better in so far as it saves work in the Office; there are not so many vouchers coming in at the end of the month in a lump.
5375. Is it true that Mr. Quodling neglected to do so? We did not receive vouchers every fortnight from Mr. Quodling.
5376. Was this at the time Mr. Quodling was remonstrating about the works being badly done, that you did not receive these vouchers? I think we did not receive any vouchers from Mr. Quodling for some three months.
5377. Do you know the reason? I presume it was on account of payments having been made by the Commissioner in Sydney.
5378. It is stated here "after a personal examination of the work"—do you understand that to mean a personal inspection by the Commissioner? I imagine so.
5379. "The fact of your remissness"—what does that mean? It means, I suppose, remissness, and not having sent in the vouchers.
5380. "For which vouchers have been duly signed by the contractor"—did you see vouchers duly signed by the contractor? Signed by the contractor, in the Office.
5381. Do you think the signature of a contractor gives any validity to a voucher? Only so far as giving a receipt for the money. The contractors often come to us and sign vouchers in the Office; that is not unusual, although if the contractor did not sign, the signature of the bank teller at the bank where we pay the money to the credit of the contractor would be sufficient.
5382. There is a statement here that no more than eighty per cent. has been paid to the contractor—is that true? There has been more than eighty per cent. paid.
5383. Then this is not true? Not exactly.
5384. Is it pretty nearly true? It might be—it might have been eighty-five per cent.
5385. Rather more than less? More I fancy, rather than less.
5386. You were aware of that at the time of signing this letter? Yes, I was aware of it at the time I signed it. The Commissioner directed me to write it, and gave me the draft. I did not consider that I was entitled to remonstrate with him, but at the time I pointed out one or two things which I did not know as actual facts, and the Commissioner said, "Write the letter," and told me to sign it myself. When it was written I took it in to him to initial it, and he did sign his initials.
5387. Then you wrote it reluctantly? Having known Mr. Quodling some time, I did not like to write it.
5388. Did you think it was likely to do Mr. Quodling any harm? Not any that I could see.
5389. Why then did you feel any reluctance? Because Mr. Quodling might imagine as I had signed the letter that I composed it, and that it contained my sentiments.
5390. You admitted that there were certain things in it that you were not quite aware of—Do you consider it to be your duty as clerk to put your name to absolutely false statements because you are told? There are several points here of which I could not judge whether they were correct or not; I could have my own opinion about them.
5391. Do you not see the difference between giving your authority to something about which you are not quite certain, and giving your authority to something which you are quite certain is not true? I do not know that I could make any great objection if I knew the whole was incorrect, because I say "I am directed by the Commissioner to inform you," and under his instructions he is responsible for the letter.
5392. With regard to the eighty per cent., you were directed by the Commissioner to state what was not true? I wrote this letter from a draft which the Commissioner gave me. (*The witness produced a draft.*)
5393. You state that that draft is the draft he gave you? Yes, the substance is precisely the same—I do not know that the words are.
5394. I presume that when you get a draft of a letter it is sometimes your duty to make alterations in its phraseology? Yes.
5395. All you are bound by is the substance, and you state that the substance of the letter is the same as the draft? You will find this is nearly an exact draft of the letter I wrote. [*The draft was read by the Clerk, and compared by the Chairman with the letter, Appendix B, page 8.*]
5396. Are you aware whether Mr. Arnold, the head of the department, was aware of this letter having been written? Unless the Commissioner told him himself—I am not aware; I know nothing of it.
5397. Do you often see Mr. Arnold at your Office? I myself very seldom see Mr. Arnold unless he sends for me. The work goes through the Under Secretary or the Commissioner.
- 5398.

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5398. You are not aware whether these circumstances you have detailed were communicated to Mr. Arnold? I am not.
5399. You are not in any way closely connected with Mr. Arnold's department? No, the work goes through the Chief Clerk of Public Works and the Under Secretary.
5400. Do you know anything of Mr. Hannington, the road overseer? I have never seen him until within about a fortnight.
5401. You cannot speak to his reputation for ability? No; I have never heard anything either for or against him.
5402. Did you ever hear any complaints against Mr. Quodling's competency till this matter occurred about his resignation? I never did.
5403. Did you ever hear Mr. Collett speak as to his character for competency before? No, I do not think I ever did.
5404. What character does Mr. Bayley bear, as regards his qualifications? I have always heard him spoken of as a very good officer.
5405. As to Mr. Coghlan's qualification—what has been his reputation? I believe he is a very good officer.
5406. Should you say that the plan of a bridge being placed in the hands of a road overseer or Superintendent was a sufficient guide for him in overseeing a work without specifications? No, I should consider not; he should have a specification as well as a plan.
5407. Do you think it would be impossible for him without it to see whether the work was well done? I think he might certainly see whether the work was carried out correctly from the plan, but it would be necessary to have the specification, in case of any dispute with the contractor. He could not ascertain how deep the piles were to be driven, or of what timber the work was to be constructed, what part was to be tarred or charred, and how many coats of paint were to be put on, unless he had the specification.
5408. Have you heard any complaints with reference to the Doughboy works, from other sources than Mr. Quodling? No.
5409. Is this transaction you referred to, of Mr. Bayley supplementing a contract, a common occurrence on public works? Not uncommon.
5410. It has happened in other cases? In a great many cases; it is a very common thing.
5411. In the cases to which you refer, was the supplementary contract furnished generally by the Superintendent of Roads and Bridges? Generally the Superintendent would recommend; perhaps there might be a contract for 800 lineal yards of metalling, and he might recommend that it should be continued another hundred yards.
5412. I suppose the concurrence of the Engineer or the Commissioner would be required to give that validity? Yes, the Superintendent has not power of himself.
5413. If the contractor agreed too, would it become a binding contract? The contractor is bound by the original agreement to carry out any work at the schedule of prices.
5414. Was the schedule of prices observed in this work you refer to—the supplementary one? Yes.
5415. Is it usual for the Commissioner for Roads to furnish a Superintendent with written memoranda, which constitute instructions in themselves? I think it is not usual.
5416. In general the Superintendent is bound by the specification; then do you think it would be his duty to pay any regard to written memoranda to depart from the specification? Yes, if he had them from the Commissioner, as his superior officer.
5417. The Commissioner's authority would be his guarantee? Yes.
5418. Have you any information to give the Committee with regard to the piece of road called the new cutting—any official information? I know nothing of it myself.
5419. You are not aware whether Mr. Bayley condemned a piece of work of that sort at any time? Not in my time.
5420. Has any report been made to the department, as to iron spiking having been taken out of a bridge at the Doughboy Diversion, after it was supposed to have been finished? There was a letter sent, I think, from Mr. Loder, or some one at the north, to the Commissioner, in which it is stated that the iron-work had been removed from one of the bridges. That letter was sent to one of the overseers, with directions to report upon it; and he reported that there was the amount of work upon the bridge required by the specification; that some extra iron-work had been put on, but being surplus, it had been removed by the contractor, to some other bridge.
5421. That was duly inquired into? Yes.
5422. Do you know anything of a road overseer called Clements? I do not know him personally; I know there was an overseer of that name.
5423. Has he been dismissed lately? He has not been a road overseer in the department for I think two years. Latterly he has been acting I believe as a ganger, looking after some timber for one of the bridges.
5424. Under the Government? Yes, under the Superintendent. He has been getting pay at the rate of ten shillings a day.
5425. Is he not properly an officer of the department? He is not considered an officer; he is not responsible.
5426. Still he is continued in the service? No, he was dismissed I think a month ago.
5427. What was he dismissed for? Mr. Brown dismissed him. He reported that Mr. Clements had been conducting himself in an improper manner. I do not think he specified in what way.
5428. With regard to most of the works on the northern road, have they been done by contract? A great many of the works have been thus carried out, excepting small works and task-works.
5429. It is unusual, in regard to such matters, to submit them to competition? Yes; it is done in large works.

5430. In small works, in whose hands is the authority placed to get the work done by task-work? The Road Superintendent is authorized by the Commissioner, with the approval of the Minister. S. G. Shairp,
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5431. Is not Mr. Martindale one of the large contractors at present in the Northern District? He is the largest contractor on the road.
5432. Have you heard any opinion given as to the general character of the works done by Mr. Martindale? No, I have never heard any complaints made of them, except in this particular instance.
5433. Are you aware whether Mr. Martindale had contracts at Victoria? I have heard so.
5434. Do you know whether he gave satisfaction in Melbourne? I do not; I never heard.
5435. *By Mr. Dalgleish:* In defining your duties, you stated that you had to countersign all the cheques for payments to contractors? Yes.
5436. You signed jointly with the Commissioner? The Commissioner signs in the first instance, and then I sign them previous to paying them into the bank.
5437. Will you explain the reason why you thought it necessary that you and the Commissioner should sign the cheques jointly? It is the usual thing in the public service; I presume, as a kind of check on the Commissioner, that he might not be able to draw cheques without their being countersigned.
5438. You stated that the Commissioner sent you a letter or telegram from the works asking you to send him up a cheque? I have received letters and telegrams when he has been in the country.
5439. I am asking you about the letter you received from Mr. Collett when he was on the works, asking you to send him up a cheque, and which you say you did send? I have sent him cheques.
5440. Did you sign that cheque prior to sending it? No, I filled in the amount and sent it up; after it came back to the Office I signed it. If I signed cheques in the first instance, and they were lost after they had been signed by the Commissioner, they would be cashed; whereas by sending them without my signature, they cannot be cashed until they come back to the Office.
5441. In such a case, is the object gained for which it is required that you and the Commissioner should sign jointly? I imagine so.
5442. You have no responsibility whatever in the payment? I have no responsibility.
5443. Is it part of your duty to calculate the work performed as vouched for, and to compare it with the amount asked for? We check the vouchers that are sent in.
5444. Prior to payment being made? Yes.
5445. If that is necessary, your calculations are your portion of the check? That is my portion of the check.
5446. The Commissioner's signature is confined to his own portion of the duty; the object of requiring two officers to sign a cheque is to provide a double safeguard to the public in the expenditure of the public money—is this effected by the mode you have referred to? My signing the cheque is merely a matter of form; I have no control over the Commissioner.
5447. Could you not refuse to sign a cheque if you thought it was not properly submitted to you for signature? If I saw there were no vouchers for payment I could refuse to sign, but if the Commissioner told me that a certain amount of work had been done, and that he wished to make an advance of £500, I should consider his statement sufficient.
5448. You would take the Commissioner's word for it? Yes.
5449. In that case, your check in behalf of the public safety would be done away with? My check is valuable, inasmuch as if my name were not upon it, and the cheque were mislaid, the bank would not pay it, but my signing it is no check upon the Commissioner.
5450. I thought the object of these checks was that there might be a security that the work had been actually performed for which the money was paid. You, in describing the duties of the Superintendent, said that they sent in vouchers which were calculated and checked in your Office; and if they were found correct, a check was signed by yourself and the Commissioner? Yes.
5451. If these vouchers have not been received, and the Commissioner's word alone is taken for the amount to be paid for work done, in what way is the public safety secured by your signing the cheque—have you no power to oppose? In a case of that kind I should not consider there was any necessity. The Commissioner is competent to know whether the amount of work has been done, and I countersign the check on his authority.
5452. You speak of telegrams being received in the Office, with requests from Superintendents that payments may be made for certain amounts to the credit of certain contractors, and that these requests are complied with? It has been the case.
5453. Could I not, if I were up there, send down a telegram to the Office, requesting payment to be made to a certain contractor—have you any means of identifying a telegram? The Superintendent is tolerably well known in his district, and if any one went to the Telegraph Office and represented himself to be the Superintendent, the telegraph officer would, I presume, not send down the message without he knew the party.
5454. Is it not possible—are not frauds much more likely to be perpetrated, committed every day? I think not. In this instance the Superintendent was well known to the telegraph officer, and it could not have occurred.
5455. You state this has occurred some ten or a dozen times lately? Four or five times that I have paid upon the Commissioner's instructions, or have made out the cheque, but the Commissioner is well known on the road.
5456. Vouchers are received after the money is paid? Yes.
5457. So that if the voucher was found to be incorrect, the evil would already have been committed—

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- committed—the money would have been paid and could not be recovered? No, I do not see how it could be recovered, but the amount of contract would not be exceeded.
5458. You consider it perfectly regular to pay this money to a telegraphic order? I do not pay money to the contractors; I send a cheque to the Commissioner if he is away. He sends a telegram to me to pay £500 to a contractor. On receipt of this telegram I send a cheque to him for signature, and when it is returned I pay it into the bank to the credit of the contractor.
5459. I allude to that part of your evidence where you say—"When I was a Superintendent I sent telegrams, and payments were made to the credit of contractors. I have done this to the amount of £500. I have done this a dozen times"? I believe I have. They were generally paid to my own credit, sometimes to that of a contractor.
5460. In those particular instances these safe-guards could not have been regarded? The only safeguard would have been in the telegraph clerk knowing the party who came was not the Superintendent of the Road.
5461. The telegraph clerk is bound to take any communication that is paid for? I should imagine so.
5462. Is that a matter of fact, without the imagination—if I go into the Telegraph Office can I not send any communication I think proper? I am not aware what the telegraph regulations are, but I suppose so; providing you misrepresent yourself you stand the consequence.
5463. So that if I send a telegram for a certain amount of money, it depends upon the person receiving it whether he will forward it or not—do you consider that that is consistent with the public interest? I cannot see any particular danger in it myself; that is not done now.
5464. The Committee have had some difficulty in obtaining a definition of the duties of a Superintendent; you having been a Superintendent, I imagine will be able to afford us some light upon the subject? I have never had any written instructions.
5465. Did you describe the duties of a Superintendent previously? I believe so.
5466. Did you describe the duties of the Commissioner, so far as you are aware of them? I think so.
5467. Do they consist simply in appropriating the different amounts voted, in signing cheques, and signing vouchers? Not signing vouchers.
5468. Signing documents? In signing documents, and in the general management of the department.
5469. I thought the appropriation of the different amounts depended upon the different lengths of the road? For a certain district an amount is voted, and the Commissioner, with the advice of the different Superintendents, apportion this amount; so much to be laid out in contract; so much in day work; so much in maintenance men.
5470. Speaking of a memo. that was appended to one of the vouchers, you stated that the matter was explained by the contractor's seeing Mr. Collett and making a personal explanation? It was not on a memo. on the voucher; it was on a letter complaining of the way in which the work was being carried out.
5471. Was this explanation made in your presence? Yes.
5472. Was the interview in your presence altogether? The contractor might have been with the Commissioner before, and he was with him afterwards.
5473. You state that Mr. Collett has a private room? The contractor was in Mr. Collett's room, and the Commissioner called me in and pointed out the different things Mr. Quodling complained of; the contractor answered him upon those points, and Mr. Collett then wrote upon the letter, and instructed me to tell Mr. Quodling that the contractor had personally explained, and I did so.
5474. You stated that, at times, personal instructions or written instructions are given to the contractor, that a certain portion of his work can be conducted or performed in a certain way, and that the Superintendent should obtain the knowledge of this from the contractor, and act upon it? No; I said the proper way would be for the Commissioner to communicate to the Superintendent; but if the Superintendent were not there at the time, it would be sufficient if the contractor shewed him the order from the Commissioner. The proper way would be to acquaint the Superintendent at the same time as the contractor.
5475. Would it be a proper way to give the contractor written instructions, and not to leave written instructions for the Superintendent? I am not aware that that is the usual way of doing it; but such a thing might be done, and I believe it has been done by the Engineer for Roads, when he has been in a hurry, coming down in the coach. I know an instance where he left orders in that way.
5476. From your knowledge of road-making, do you think it is possible for a contractor to make a personal explanation with regard to the manner in which a particular portion of work has been performed in the Office of the Commissioner, which should be considered superior to the written report of the overseer who is on the spot? If both parties were acquainted with the locality, and had been there recently, I imagine they could.
5477. This report is with regard to the quality of the work—could any personal explanation of the contractor override the written report of the Superintendent? Yes, there might be circumstances—
5478. This was a matter of quality? There were other points.
5479. Was quantity at all at issue? There might be other points. The Superintendent might object to stumps being left in cuttings, and the contractor might explain to the Commissioner that if they were taken out they would loosen the cutting—points of that sort might be explained.
5480. Would it not tend to destroy the authority of a specification if the personal explanation of a contractor were allowed to override the overseer's written report? Certainly it would.
- 5481.

5481. Would it not be the proper way to write to the overseer to tell him he might relax the strictness of the specification in some respects? I believe it would be more satisfactory to the Superintendent or overseer. S. G. Shairp, Esq.
5482. Did you point out any inconsistencies to Mr. Collett in his draft letter of the 30th October—did you point out to him that certain statements were not strictly correct? I did. 20 Dec., 1861.
5483. And he still persisted in having that letter sent? Yes, he told me to send it.
5484. Although he was perfectly aware—you made him aware—that it was not correct? I pointed out one instance as to Mr. Quodling's inability to measure; I said I never thought Mr. Quodling was unable to measure; he said—"Oh! yes, he is."
5485. Did you point out that it was not correct about only eighty per cent. of the money having been paid—did you shew him that the eighty per cent. had been exceeded? I am not certain whether I did or not.
5486. What did you point out as being incorrect? I have just mentioned; Mr. Quodling's ability to measure cuttings, and I think I suggested to the Commissioner that it was advisable not to send any letter at all; but as I was ordered to do it I had no alternative but to write the letter.
5487. You are the Chief Clerk? Yes.
5488. And would know at all times the state of the money account between the contractor and the Government? Yes.
5489. Were you aware at that time as to whether eighty per cent. was more or less than was paid—that was your particular duty to know? I am not aware that it is very much over eighty per cent. now, but that is of no great importance, particularly as I am no way responsible.
5490. Is the Commissioner for Roads expected to be as well aware as you of the exact state of the accounts? If the Commissioner had asked me what per-centage had been paid, I should have given him the exact amount; but as he puts it down at eighty per cent., I do not see why I should object.
5491. Are you personally acquainted with Mr. Quodling? Yes; I have been two or three years, ever since I have been in the department.
5492. Have you known him in the performance of his duty—could you speak of his qualifications from your actual knowledge? No.
5493. Are you aware of your own knowledge of his ability to measure cuttings? I am not aware.
5494. Was it as much your duty to state that Mr. Quodling was able to measure cuttings, as it was to say that eighty per cent. was exceeded? I do not know whether it was my duty to make remarks upon that or any subject.
5495. You are the Chief Clerk of the department, the money and books were under your immediate control more so than under that of the Commissioner, therefore if an error were made in the rough draft of the letter as to the amount paid to the contractor, would it not be your duty to set that right? By this eighty per cent. the Commissioner may mean that the contract is almost completed, in which case there would not be more than this eighty per cent. paid.
5496. Is there not to be a certain per-centage kept in hand after the works have been completed, and thoroughly and sufficiently completed? Yes.
5497. What is that? Ten per cent. usually.
5498. How much is it in this instance? I am not prepared to say; I have the bond; some are filled in with eighty per cent., some with ninety.
5499. When paying money to this contractor, was it no part of your duty to examine the bonds at that time, to make yourself conversant with the amount to be paid? The per-centage to be deducted can be paid at any time when certified by the Commissioner; therefore if the Commissioner had told me the work was done, and to pay the full amount of that contract, I should be fully justified in doing so.
5500. You do not state that the Commissioner has done so? The Commissioner tells me to make a payment, he says—"Pay so and so £500."
5501. So that virtually you have no check upon the Commissioner? I have no check upon the Commissioner; if the Commissioner writes to me and says—"Pay £1,000 to so and so," I have no check upon the Commissioner as to whether the work is really done.
5502. The Superintendent has no check upon the Commissioner, for you say the Commissioner's report over-rides the Superintendent's, and that the Superintendent's over-rides the overseer? Yes.
5503. So that there is no check in reality upon the Commissioner? No; if the Commissioner chooses to pay any amount of money, he has the power to do so.
5504. The responsibility rests upon him alone? Upon him alone.
5505. Has the Audit Office any check upon the Commissioner at that time? Not as to whether the amount of work charged has actually been done.
5506. Is there any other mode of auditing the accounts, by which any defalcation of the Commissioner might be detected? I am not aware of any mode of detecting anything of the kind in the Audit Office.
5507. Is there any check in your Office? No farther than this, that we know the amount for which the contract has been taken, and we see that the amount is not exceeded; but whether the work has actually been done we cannot say.
5508. Your department is a separate establishment, as separate as one mercantile establishment is from another—are the accounts of your Office audited? They are at first audited by us, and afterwards at the Audit Office; but we have no check upon the Commissioner if he orders a certain amount of money to be paid. We pay either on his recommendation or on the recommendation of the Superintendent.
5509. There is no examination into the accounts of the different Offices by any officer independently

S. G. Shairp, Esq., independently of that Office? The Audit Office—they see that the contract is taken for a certain price, and that no more is paid on account of it—they see that the amount agrees with the books and cheques.

20 Dec., 1861.

5510. You have already informed us that the Commissioner has no check upon himself; that he has the power of over-riding every one; that he over-rides you, that he over-rides the Superintendent, and that he over-rides the overseer; and that the Audit Office has no check if the vouchers correspond with the amount to be paid? If the vouchers correspond with the amount they have no way of judging at the Audit Office whether the work for which this money is paid has actually been performed; they pay it merely on the voucher of the Commissioner or Superintendent. None of the officers of our department go to the works except the Engineers and Commissioner.

5511. You say a plan is sufficient to guide you in building a bridge without a specification? I said it was necessary to have a plan and specification, but that you could build a bridge with a plan only.

5512. Are plans of bridges made to scale? Yes, all the plans sent from our Office are made to scale and figured as well.

5513. Are the minute details, iron-work and everything, shown upon the plan? Yes, everything.

5514. Then of course it is perfectly easy to work from it without a specification? Yes, but a specification is useful in case of a dispute as to the depth to which the piles should be driven.

5515. You have stated that Mr. Bayley supplemented a contract—it would be necessary to have a schedule of prices before that could be done? He had a schedule of prices.

5516. I thought you said £7,000 odd was a lump sum? His contract was accepted as a lump sum.

5517. That was setting the schedule of prices aside? Yes; it was not accepted as a schedule of prices—it was accepted as a lump sum which was worked out from the schedule of prices.

5518. So that not only was there a supplementary payment, but it did away with the contract, as far as the schedule of prices was concerned? No; the contractor sent in a schedule of prices, and the Engineer for Roads took out the quantities for the different work, and from his quantities he arrived at a lump sum on which the tender was accepted, but the extra work was still to be paid for on the schedule of prices.

5519. You say Mr. Clements is a ganger? Yes.

5520. What is a ganger? A man who has charge of a gang of men—a kind of sub-overseer.

5521. What is an overseer? He usually has charge of 30, 40, or 50 miles of road under the Superintendent.

5522. How many men would he have under him in this district? That would depend upon the quantity of work going on; he might have perhaps a dozen contractors, and perhaps fourteen or fifteen day men—maintenance men—on different parts of the road, and other men working at the bridges. His duties are the same or nearly the same as those of a Superintendent.

5523. A ganger is a sort of sub-overseer? Yes.

5524. Employed to get timber for bridges? He might be to see that the timber was according to the specification.

5525. Did he require a body of men to assist him to see that the timber was according to specification? You might call him a ganger although he had no men under him.

5526. Then a ganger is, in your opinion, a person who is a judge of timber? We call a man a ganger who is not acknowledged as an overseer—who does not hold an appointment made by the Government.

5527. Is any other person appointed to perform this same duty? We have several gangers in different parts of the road; they are generally under the Superintendent, and look after the work in his absence—for instance, any day-work that may be going on when he is at some other part of the road.

5528. How long were you in the Road Department? Nearly twelve months as a Road Superintendent.

5529. Were you any trade before? I have been brought up as an engineer.

5530. Are you a civil engineer? I have served all my time as a mechanical engineer.

5531. But not as a civil engineer? I have been in a civil engineer's office since serving my apprenticeship as a mechanical engineer.

5532. Is a mechanical engineer considered to be a good judge of road-making, or to have the necessary experience? Not necessarily; but a man might obtain such knowledge after he had served his time as a mechanical engineer; and it is usual, if a young man is to be brought up as a civil engineer, to apprentice him at first to a mechanical engineer, and then to put him into a civil engineer's office afterwards.

5533. *By Mr. Hoskins:* Do you know Mr. Halligan? Yes, he is the Chief Clerk in the Office of Public Works.

5534. Has any part of his duties any connection with your department? Our papers, when submitted to the Minister for Works, go through Mr. Halligan.

5535. What papers? Applications for the expenditure of money to be approved of by the Minister for Works. In the appropriation of the different sums voted, the Superintendent reports various works as being necessary, and all these works are submitted to the Commissioner for Roads, who draws out a statement of the whole, and submits it to the Minister for Works; that statement goes through Mr. Halligan.

5536. Do any accounts with reference to Mr. Martindale go through Mr. Halligan's hands? Only in the first instance; the letter accepting the contract passed through his hands.

5537. What did Mr. Collett tell you, when he spoke to you with reference to this inquiry—have you any objection to state? He said very little, and I did not wish to ask him any questions

- questions about it; I merely asked him how it was going on, how long it was likely to last, and questions of that sort.
5538. Did you receive any written instructions, when you acted as Road Superintendent, with reference to your duties? No; I was aware what they were, from having been in the Office before.
5539. Do you know whether Mr. Coghlan has been provided with copies of specification of the contract he has charge of? We have not sent any copies from the Office to him.
5540. Do you know whether any copies of the specification are in the hands of any Government officer? I presume Mr. Quodling handed it over to Mr. Coghlan.
5541. Did you direct him to do so? He was requested to; I did not direct him, because he had sent in his resignation, and was no longer a Government officer.
5542. Do you know as a matter of fact whether he has done so? No.
5543. Do you know whether any officer in the district from Doughboy to Armidale had copies of specifications? No, I do not.
5544. Do you know how many contracts are being performed there? Not the amount of every contract; they are all entered in the Office.
5545. There are two bridges under the contractors' hands, are there not? I do not myself know where those bridges are situated; whether in Mr. Quodling's or in Mr. Brown's district.
5546. They are under Mr. Coghlan's supervision, I believe? There is a bridge at Saumarez Creek, and one at Uralla.
5547. Did I not understand you to say, in reply to a question from Mr. Dalgleish, that it is impossible for a Superintendent to know whether a work is properly performed unless he has a copy of the specification? Or a plan.
5548. Did you not say that it was impossible for him to see whether a work was properly performed unless he had a copy of the specification? I say he should be provided with a copy of the specification.
5549. Do you know whether Mr. Coghlan has specifications of these bridges? No, unless Mr. Quodling handed over his to him.
5550. Do you know whether Mr. Quodling had them? I cannot say.
5551. Who provides the Road Superintendent with copies of the specifications? They usually make out the specifications themselves in the first instance, except such bridges as are advertised (and plans prepared) direct from the Office.
5552. Specifications of quantities? Specifications of quantities. When the work is to be done for a lump sum the quantities are not worked out.
5553. It is usual for the Superintendent to make them out? To take out the quantities; if the bridges are to be built according to a schedule of prices they are checked in the Office.
5554. Does not the Commissioner for Roads see whether these specifications are accurate? The Commissioner for Roads approves them; the Engineer for Roads makes any alterations which may be necessary.
5555. Does not the Commissioner for Roads consider it necessary to see that the Superintendents have specifications of the works they have in charge? I should consider so.
5556. If Mr. Coghlan stated in evidence that he had not a specification, do you not consider it your duty to see whether he had a specification or not? I should imagine it was the Commissioner's duty.
5557. Do you think he can properly overlook the manner in which the work is conducted unless he has a specification? Not properly.
5558. Have you ever known an instance in which the Commissioner for Roads has arranged the terms of extending a contract with the contractor, and directed the Road Superintendent in charge to send in a letter with an estimate of this extension of the contract, without receiving the concurrence of the Road Superintendent? No, I do not. If a letter comes signed by the Superintendent, of course we presume it is written by him.
5559. Without being requested or instigated to do so by the Commissioner for Roads? It is a question I should never think of.
5560. Do you know whether it has ever been departed from? I do not know.
5561. Did you ever hear that it had been departed from? There might be cases where it has been departed from.
5562. Do you know whether it has ever been in any contract of Mr. Martindale's? I do not of my own knowledge. I know a letter was received from Mr. Bayley—the only instance I am aware of—in which he states that Mr. Martindale will do certain extra work for a certain addition to his contract. That letter being sent by Mr. Bayley, I presume was written by him.
5563. You say you saw Mr. Hannington a few days ago? Yes.
5564. Where? I saw him at the Office.
5565. What was he doing in Sydney? The Commissioner sent a telegram for him to come down.
5566. What for—in connection with the duties of his office? He wanted to see him; he sent a telegram himself.
5567. What Government officer is there to take charge between Doughboy and Armidale? I believe no one; Mr. Coghlan and Mr. Hawkins are down here.
5568. Is it usual to leave a district of that extent without a Government officer to look after the contractors? Very unusual.
5569. Do you know whether Mr. Hannington was sent for to give evidence in this inquiry? I never asked what the object was; I know he sent for Mr. Hannington.
5570. Do you know whether Mr. Martindale has had any contracts on the Northern Road, without those contracts having been previously submitted to public competition? He may have had some small task-works—I am not aware of any contracts.

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5571. Do you know whether he has had any clearing contract? No clearing contract that I am aware of.
5572. Do you know whether he has done any clearing—been paid for any clearing? That I could find out.
5573. Do you know whether he has ever had any clearing contract between Doughboy and Goonoo Goonoo? He may have done some clearing there—he has had no contract; there has been no contract advertised.
5574. Did you ever hear of his having a contract for clearing the road between Doughboy and Apple-tree Flat? He has had some work there; whether for clearing only I do not know.
5575. You do not know the amount of money involved in that contract? No.
5576. Have you any maximum amount involved in a contract which a Government officer is allowed to allot without the contract being subjected to competition? I have never seen any regulation; it depends upon the Commissioner for Roads, with the approval of the Minister. I have had as much as £1,100 or £1,200 to expend on work for which I could get no tender, and I have had the money given to me to let the work myself—to divide it into sub-contracts.
5577. How long is that ago? When I was Road Superintendent—about eighteen months ago.
5578. Do you know the maximum amount of the contracts allotted to Mr. Martindale by the Chief Commissioner, without public competition? I do not know; I could find out the maximum amount of work done by Mr. Martindale, whether by contract or private arrangement, but there are so many small works that I cannot remember them.
5579. Do you know whether Mr. Martindale has had a contract recently on the Southern Road? Yes.
5580. At Camden Flats? Yes.
5581. What extent was that contract? About £360, thereabout.
5582. Was that let by tender? Yes.
5583. Who was the successful tenderer? Mr. Martindale was a tenderer, and I know his tender was accepted for the Southern and also for the Western Road.
5584. Do you know of his undertaking to perform a contract which a contractor of the name of Frazer had failed to carry out? Yes.
5585. What was the amount of money involved in that contract? I do not recollect the exact amount.
5586. Was that submitted to public competition? No, it was not; I know the instance alluded to.
5587. Was it a contract involving a large amount of money? Not a very large amount.
5588. Do you know whether any relative or connection of Mr. Collett had anything to do with that contract? I believe his nephew was there; I do not know what position he held with Mr. Frazer; I know he was there, and I believe he was looked upon as Mr. Frazer's agent.
5589. Why was Mr. Martindale sent for to perform the contract? I am not aware that Mr. Martindale was sent for; he might have been there at the time. I know there was some agreement made with him.
5590. Why did he perform this contract when it had been previously allotted to Mr. Frazer? Because Mr. Frazer did not carry it out.
5591. Did Mr. Frazer receive the money? He received part of it. £200 odd was paid to him.
5592. Why did you tell the Commissioner it was advisable not to write that letter to Mr. Quodling? Because I considered it was not advisable myself.
5593. Why did you think it was not advisable? If a man sent in his resignation, I thought there was no necessity for the Commissioner to take notice of his objection, he might either accept it or not.
5594. Was that the only reason that induced you to make the remark? Another was that I did not like to write the letter myself.
5595. But it came within the category of your duties? I did not like to write it because Mr. Quodling being a friend of mine.
5596. Had you no other reason? No.
5597. Did you object to write it because you considered the statement in the letter was untruthful? Yes; one statement as to Mr. Quodling's inability to measure. As I have already stated, I remarked that I was not before aware that Mr. Quodling could not measure. The Commissioner said, "No, he cannot," or something of that kind. I will not vouch for the precise words of the conversation.
5598. You consider that an untruthful statement? As far as I am concerned, I have no reason to believe that it is the fact.
5599. With reference to the amount of money retained in hand, you know that to be incorrect? It is not exactly correct.
5600. Is it a fact that you frequently wrote to Mr. Quodling requesting fortnightly vouchers? No, I did not repeatedly write to him. I believe I wrote once.
5601. In the third paragraph you say—"I am directed to inform you that the Commissioner requested that fortnightly vouchers should be sent in, which you neglected to do; and "it was only after a personal inspection of the work, and the fact of your remissness, that "moneys were paid on account"—did you frequently write to him complaining of his remissness? No.
5602. How many fortnightly vouchers did he omit to send? I think about half a dozen.
5603. When he was written to, complaining of remissness in this particular, what reasons did he assign for not sending? I do not recollect any explanation on the subject from Mr. Quodling.

5604. Do you recollect any letter being sent to him commenting upon his remissness? I S. G. Shairp, Esq.
am not certain that any letter was sent to him about it.
5605. You do not know whether the Commissioner requested him to send fortnightly vouchers? I know he was written to, to send in fortnightly vouchers in the first instance, but I do not know whether he was written to for not acting up to this instruction. 20 Dec., 1861.
5606. You do not know whether there was any complaint made to him of his remissness? It might have been made on the works.
5607. No official complaint was made to him by letter? I do not remember writing a letter complaining of it.
5608. You think the reasons why it should not have been sent were, that it was an unusual course of proceeding, and that it contained an untruthful statement? I considered it unusual, and I did not consider the statement correct.
5609. Do you know whether a contractor ever had a contract at Bargo to the amount of £500 which was never let by tender? I think not to such an amount as that.
5610. Just refresh your memory—can you tell us the maximum amount of any work allotted to any contractor which was not let by tender? The largest one is that you are alluding to now at Bargo; it was given to Mr. White; but I do not recollect the amount.
5611. When was that? At the beginning of the present year.
5612. Who let it? The Commissioner.

MONDAY, 30 DECEMBER, 1861.

Present:—

MR. DALGLEISH,	|	MR. T. GARRETT,
MR. DANGAR,	|	MR. HOSKINS,
MR. MARKHAM.		

WILLIAM FORSTER, Esq., IN THE CHAIR.

William Rickford Collett, Esq., Commissioner of Roads, called in and further examined:—

5613. *By the Chairman:* Do you wish to make any statement in reference to the matter now before the Committee? I wish to hand in a short statement, which I think may save the Committee a good deal of trouble. (*Statement handed in and read. Vide Appendix A.*) W. R. Collett, Esq.
20 Dec., 1861.
5614. You say, in this statement, that you take the whole responsibility upon yourself—do you mean that you owe no responsibility to any superior officer over you? That is my view of the case.
5615. That you owe none? I owe none; not when the general conditions are signed by the Minister.
5616. Are you responsible to no one at all? I am responsible to the Executive Council and the Governor.
5617. Not to the Minister of Works? Not to the Minister of Works.
5618. Then if the Minister of Works gave you an order you would consider yourself bound to decide on the propriety of obeying the order—you do not consider that you would be bound to obey the order? The initiative belongs to me; I suggest things to the Minister, not the Minister to me.
5619. You have stated that you owe no responsibility to the Minister? Under the Act of Parliament my powers as Commissioner of Roads are defined; I am not responsible to the Minister.
5620. You are responsible to somebody—the Governor and Executive Council I think you say? I imagine so; the same as Commissioners in England are to the Privy Council and the Queen—not to a Minister.
5621. Then if the Minister for Works gives you an order, do you consider you have a right to decide whether you will obey it or not—on the merits of the order in fact? That is a question that never can occur. The Minister does not give orders to Commissioners.
5622. Supposing he did give an order, are you not bound to obey it? I must decline answering that question. Whether I am right or wrong, I am only giving my own view. Being a Commissioner under the Great Seal, and by Act of Parliament, I conceive that I am only responsible to the Governor and Executive Council. I may be wrong, and the system may be wrong, but I have acted on that view.
5623. If you decline to answer a question so simple, it seems to me you do not give your own view? I beg your pardon. The question would not arise. The Minister gives no orders—the Minister gives no orders that I should not carry out—therefore the refusal could not take place.
5624. Is it not possible that the Minister for Works and yourself might differ in your views of your duties? My duties are not defined; I have no duties either written or otherwise.
5625. What are the duties of the Commissioner of Roads? To manage and maintain the Main Roads, by Act of Parliament—the Main Roads Act—on his own responsibility.
5626. To do as he pleases? As he pleases.
5627. Then in fact, your own opinion of the way in which the roads are to be maintained is to bind you and nothing else. You are not bound by the opinion of any one but yourself in carrying out your duty? I think not. I base my reasons on every Commissionership in England, Ireland, or Scotland. There is a sum of money voted, and Commissioners are appointed who have the sole and whole control of the way in which it is to be spent; and I imagine a Commissionership is the same in Australia as in Great Britain.
5628. You are appointed by the Governor and Executive Council? Yes.

5629.

- W. R. Collett, Esq.
30 Dec., 1861.
5629. Supposing the Governor and Executive Council give you certain orders through the Minister for Works, are you not bound to obey them? Certainly.
5630. If the Minister for Works gives you an order, is it not to be presumed that he does so by the authority of the Executive Council? It is presumed he does nothing of the kind. He would not take an order to me up to the Executive Council, unless he should say, he is a gentleman I wish to have removed from his office.
5631. You say you would obey the order of the Governor and Executive Council, but you would not obey the order of the Minister for Works? I did not say I would not—I said I did not see that my position obliged me to do so.
5632. You do not consider it your duty? I beg pardon; I might consider it my duty, but I am not obliged to do so.
5633. You said just now that the Commissioner of Roads had no duties? No defined duties, except as they are defined by Act of Parliament—to maintain and manage the Main Roads.
5634. Then if I ask what your duties are you refer me to the Act of Parliament? I refer you to the Act of Parliament. I beg to call your attention to the third clause of the Main Roads Act, and also to the general conditions.
5635. Then you do not consider that the Governor and Executive Council have power to further define these powers—to make regulations, for instance? Certainly they have.
5636. If they make regulations you are bound to obey them? I presume so, by Act of Parliament.
5637. But if the Minister of Works issues an order you are not obliged to obey him? My impression is, that under this Act of Parliament I am not forced to do so.
5638. And you have always acted on these principles? Yes, subject to these general conditions being approved by the Minister. When I entered office these powers were not defined, and these general conditions were submitted to the Minister as a matter of courtesy, and perhaps as a matter of right, and the Minister approved of them.
5639. Then these conditions define your duties? They define my duties, sanctioned by the Minister, and in conjunction with the Act of Parliament.
5640. From what Office do they emanate? The Road Department and the Minister for Works.
5641. Have they been laid before the Assembly? I should imagine not.
5642. They are entirely confined to the Department? To the Road Branch.
5643. By whom are they approved? By Mr. Arnold, the Minister for Works.
5644. In that case you take the definition of your duties from the Minister for Works, so far as these regulations are concerned? Yes.
5645. But you would not consider yourself obliged to deviate from these upon any other order of the Minister for Works? Not unless that was repealed and put in a different form.
5646. Then, if I understand you rightly, you consider yourself only bound by regulations in a certain form? Yes.
5647. It is the form you look to—the Minister for Works might give his orders in this mode and you would obey them then? He could not lay down orders without consulting the head of the department.
5648. Who is the head of the department? I, as Commissioner of Roads.
5649. But supposing new conditions were issued, you would not consider yourself bound by them unless you assented to them yourself? I cannot carry them out unless they are assented to by myself.
5650. Then your assent you consider necessary to any regulations that may be made? Of course; I am responsible for the payment of the money and the execution of the works.
5651. Supposing any fault is found with any work done under you, by complaint to the Minister, would you not consider yourself bound to make explanations? Merely to report.
5652. And your report is conclusive? My report is conclusive. Whatever document reaches the Minister relating to the Road Branch is minuted "Commissioner of Roads, for report."
5653. And so I conclude, with regard to complaints against public servants under you, is your report conclusive? It is conclusive if it gives satisfaction to the Minister, which it has never failed to do.
5654. Then you admit that the Minister has some discretionary power in dealing with the officers under you—he can dismiss them without your sanction? Yes, they are appointed by him, not by me.
5655. You have nothing to do with their appointment? Nothing whatever.
5656. You are not consulted? I am always consulted.
5657. And is your recommendation generally taken? About as much one way as the other—about half.
5658. You do not consider you have any reason to complain on that score? I consider the Minister is most impartial in his distribution of office.
5659. You do not think the public service has been injured by your recommendations not being attended to? No, I have no reason to say so; the appointments have been very fair.
5660. Then if I understand you rightly, in regard to your duties you consider your opinion conclusive, but not in regard to appointments? I have nothing to do with appointments; they are made by the Governor and Executive Council.
5661. With regard to yourself—if complaints are made against yourself. I do not wish to make any special allusion; but suppose charges are made against the Commissioner of Roads, in what form ought they to be dealt with? Charges by the public, do you mean?
5662. Charges by any one—such charges as these of Mr. Quodling? These charges were made by Mr. Quodling—now that they are admitted to be charges—to the Minister for Works, which, I presume, was the proper way, and the Minister would have called for an explanation, which the Minister would have got.

5663. Would you consider your report in that case conclusive? I consider that if the report were a true one, and convincing to the mind of the Minister, it would be conclusive. W. R. Collett,
Esq.
5664. Without reference to its truth, would you consider your report conclusive, if you were called upon for an explanation? As far as my report went; I cannot argue whether it would be conclusive to another man's mind. 30 Dec., 1861.
5665. You admit the right of the Minister to hold an inquiry into your conduct? Certainly.
5666. In that case, may he not also define your duties, because if he has a right to inquire into your conduct he of course must form an opinion as to your duties? A man may inquire into any person's conduct, but he cannot alter an Act of Parliament.
5667. But he may interpret an Act of Parliament in a different way from what you do? He may, and very likely he does, but that does not alter my opinion.
5668. In that case you must be responsible to the Minister for Works? That may be your opinion; I do not conceive so. During the present year I have acted on my own responsibility alone.
5669. It is in the Minister's power to inquire into your conduct? Yes. Any honest man would like his conduct inquired into.
5670. And in that case it would be in his power to come to an adverse decision? No doubt, and to report to the Executive, upon which I would get my dismissal. I am perfectly aware of that.
5671. So far, then, you are responsible to the Minister? So far as my personal honesty and competency are concerned, but not as to my duties.
5672. You do not admit that the Minister has any discretion in determining on the quality of the work done under you? None whatever.
5673. *By Mr. Hoskins*: Do you consider that the Minister is empowered to dismiss you? Certainly not; I have not the least idea of it.
5674. *By the Chairman*: Then of course you do not consider yourself responsible to Parliament at all? To what Parliament may do, certainly not—to what Parliament has done I do consider myself responsible—to that Act of Parliament which is my guide.
5675. You are not responsible for your conduct, to either House, in any way? I do not know. I am sure I do not know what the duties and powers of the House may be; but I should not in England consider myself so. It may be different here.
5676. You say your reports are conclusive, as regards the quality of work done under you; supposing the Minister of Works were of a different opinion, and got the opinions of persons he considered as well qualified to decide against your opinion, what would be the result then? The result, if adverse to me, would be, that he would report to the Governor and Executive Council that I was incompetent, and I must take the consequences.
5677. As Commissioner for Roads, I suppose you have full power over your subordinate officers—Superintendents and road overseers—with the exception of dismissing them; full power to order them to do anything? Of course I have.
5678. They are entirely under your orders? They are entirely under my orders.
5679. Is the Engineer of Roads under your orders? He is. Every officer of the department is under my orders.
5680. Do you consider yourself qualified to decide on the competency of the Engineer for Roads, and the correctness of his opinions? Most certainly. I would be unfit for my office if I could not do so.
5681. Was there any complaint made against you when Mr. Eagar was in office? Yes.
5682. Will you state the circumstances? The complaint was, that I exceeded my duty as Superintendent.
5683. That was when you were Superintendent? Yes.
5684. Was there an inquiry made then? I am aware of no inquiry except what Captain Martindale instituted.
5685. By whom was the complaint made against you? I believe a letter was written by Mr. Dangar. I am not aware of any other person.
5686. Was any inquiry made? I was called upon to refute certain charges, such as having gone 80 miles in one day over my road.
5687. You were called upon to report? Yes.
5688. And you did report? I did.
5689. Is the letter you wrote then in the Office now? I presume it is.
5690. Did you get any reply? I got a reply to the effect that I must be more careful in future, or something of that sort.
5691. You were reprimanded then? I might have been reprimanded, if reprimand is the word. I was found fault with and told to be more careful in future. I did not myself consider it a reprimand, rather the contrary.
5692. What was the particular thing you were told to be careful about? About carrying on the works; to spend the money more equally. My object has always been to make an improvement at once, because the quicker it is done the more it is for the benefit of the public. The old system was to spend so much a week, or so much a month.
5693. Was it not for allowing money to be spent without authority—I do not mean to say anything implying criminality—was it not for spending money without proper vouchers? For allowing contractors to exceed their contracts, and then certifying for the work done.
5694. Paying more than was due? No, I had nothing to do with the payment.
5695. Certifying for more than was due? No, for more work than was in the contract. I beg here to remark that for many years previously I was perfectly irresponsible as Surveyor of the Northern Road; I had no one to guide me in the slightest degree.
5696. As Surveyor? We were called Surveyors of Roads until Captain Martindale came into office, and had been so from the time the system was first originated under Mr. Deas Thomson and Sir Charles Fitz Roy. For about five years I was responsible to no one,

- W. R. Collett, Esq., though nominally under the direction of the Colonial Architect, and not the slightest notice was taken of my proceedings for many years, nor did a single officer come to visit the works.
5697. Were you Surveyor of Roads when this complaint of Mr. Dangar's occurred? Yes.
5698. You held the same rank as you do now? No, I held the same rank as Mr. Brown holds at present under me.
5699. Was there a Commissioner over you? Yes, Captain Martindale.
5700. In that case there has been an additional officer appointed since? I am not aware of it.
5701. Is there not now a Superintendent of Roads? Yes, that is the position which I held.
5702. With overseers under him in different places? The same as I held.
5703. Who is the next officer to you at present? In the department?
5704. Yes, above you? There is no officer above me in the department; I am head of the department.
5705. You held the same office as Captain Martindale did? Exactly.
5706. You say, in this statement, that you have power to authorize the payment of money on your own responsibility, without reference to subordinate officers? Or the Minister.
5707. Or without reference to the Minister? Yes.
5708. And responsible only to the Executive Council? After the accounts have passed. The Auditor General is a check upon me, because he can refuse to pass the accounts.
5709. *By Mr. Hoskins:* Will you explain the nature of the check? Any account he does not choose to pass is returned, and he is in the constant habit of sending back accounts if they are not satisfactorily vouched for. For instance, if I were to pay an overseer a day's salary, or any salary whatever, without the authority of the Minister, the voucher would be sent back; and it is the same thing with respect to any other voucher I have not got the proper certificates for; but the Auditor General has always considered the certificate of the head of the Office as the best he can get.
5710. *By the Chairman:* It is not your practice to depend on your own supervision of works? It is impossible for me to do so.
5711. But in particular cases, where you think it right to do so, you do do so? Yes; in three cases during the last year.
5712. Was the Doughboy Diversion one of them? It was.
5713. That was one of the cases in which you thought it right to authorize the payment of money without reference to the Superintendent? I did so.
5714. Will you state the duties of a Superintendent? I am not aware that he has any duties.
5715. When an officer is appointed is it not usual to tell him what to do? I should imagine so. With reference to the late Superintendent, he was no appointment of mine, and probably if he had any instructions he can produce them.
5716. When an officer is appointed he must have some duties which he is told to perform—you do not leave it to his imagination? I am not aware of any written instructions in existence in the Office with reference to the duties of a Superintendent.
5717. I do not ask about written instructions—I merely wish to know what duties a Superintendent of Roads has to do—he is not to do nothing—what is he to do? He has to see that the money is expended according to the directions of the Commissioner for Roads; that is his duty; he is only an instrument in the hands of the Commissioner.
5718. Is he not to see that the works are done properly? That is his business; he would be dismissed if he did not see them done properly.
5719. In fact his duty is to see that money is spent according to the instructions of the Commissioner? Yes.
5720. And to see that the works are done properly? Yes, and to control his overseers.
5721. The overseers are only instruments in his hands? Exactly.
5722. These being the duties of the Superintendent, I suppose if he sees anything going wrong, it is his duty to inform the Commissioner? He is instructed to report every fortnight.
5723. Then he does get instructions to report? That is part of his instructions. They were first given when I came into office, and did not exist previously.
5724. Did you ever instruct them what their duties were—any of them? There are certain office duties which every person is aware of—to send in vouchers, and so on.
5725. Does a man appointed from a lower office to a higher know his duties by instinct, or from observation—how does he know them? Really I cannot say. It is no appointment of mine.
5726. Have you ever had any Superintendents of Roads appointed? I have had; when I was made Commissioner Mr. Brown was made Superintendent.
5727. Surely it is part of your duty to see that a Superintendent does his duty? Undoubtedly it is.
5728. *By Mr. Hoskins:* You said the Superintendents were expected to send in reports every fortnight—who instructs them? It is part of the detailed orders of the Office.
5729. How do they actually get these instructions? I order a circular to be sent them.
5730. *By the Chairman:* When a Superintendent is appointed, is he not told his duties? I am not aware that he is.
5731. That has not been your practice? I can only speak of things as I find them. When I was Superintendent I got no instructions; as Commissioner I have given no instructions defining duties.
5732. *By Mr. Hoskins:* You have seen this circular you speak of? Yes.
5733. Do you know any Superintendent that has got no circular? No.
5734. *By Mr. Dalglish:* Who is the Superintendent that you spoke of that was not of your appointment? No Superintendent is an appointment of mine; I have not the appointment of Superintendents.

5735. *By the Chairman*: Was Mr. Quodling appointed when you were in office? No, he was in office as Superintendent when I was made Commissioner; when I was Superintendent of the first division he was Superintendent of the second division. W. R. Collett, Esq.
5736. Mr. Coghlan has been appointed since you came to office? Yes. 30 Dec., 1861.
5737. Was not that your recommendation? No, I recommended another gentleman.
5738. Has Mr. Coghlan never been made acquainted with what his duties are? He has had a few instructions from me when I met him the other day. Those were the only instructions he has had.
5739. They were given personally? Yes.
5740. Can you speak to his competency? Certainly.
5741. Do you think him very competent? Perfectly.
5742. How can you tell whether he is competent or not? By the works he has carried out on the Southern Road; by the character he had on the Western Road for five years previously; and by his sections of roads, bridges, &c. I consider him a very excellent surveyor of works, but he was no recommendation of mine.
5743. As to his particular duties as Superintendent, how do you know that he is even acquainted with what they are—does he know them by experience? Mr. Coghlan acted as head overseer between Sydney and Penrith, over whom there was no Superintendent. He was a first-class overseer, who communicates directly with the Commissioner for Roads without a Superintendent; and therefore he was, to all intents and purposes, a Superintendent before he was appointed to this work in the Northern District.
5744. If a Superintendent makes certain reports regarding works, you in general act upon them, I presume, as you cannot possibly superintend everything yourself? It is very seldom I ignore the suggestions of a Superintendent if I call upon him to give suggestions; but I invariably do not take advice which is not asked for.
5745. If an inferior officer saw anything going on wrong, and made a suggestion to you, would you think it consistent with your duty to take no notice of it unless you had called for his report? Not if it were put in the light of an unasked for suggestion.
5746. If an inferior officer reports without your having asked him, do you mean to say you take no notice of it? Not if in the shape of a remonstrance.
5747. Do you always take care to give the Superintendents a knowledge of the form in which their suggestions or reports are to be made, in order that the public service may not suffer by their making suggestions in an improper form, and their not being attended to? I presume that a gentleman in any capacity is supposed to have gentlemanly feelings, which should prevent him from writing letters to me in a manner that an inferior officer ought not to do. If he does do so I take no notice of him.
5748. Where is this rule about gentlemanly feelings to be found—is there anything of the kind in the Main Roads Act, which you say is your guide? There is an Act very superior to the Main Roads Act, by which business is conducted between gentlemen.
5749. You have stated that you are guided by the Main Roads Act? My powers are derived from the Main Roads Act, but the mode of conducting business is different.
5750. If an officer does his duty, even though it is not done in the most gentlemanly way, does it not answer the purpose? I presume not. I presume no officer is obliged to use any vulgarity or to put his superior officer in an unfair position.
5751. Is it not possible that an officer may have practical experience and scientific knowledge fully equal to the duties of his office, and yet not have quite that refinement of manner and feeling that those above him may have—are not allowances to be made? Allowances have been made, and I regret that they were.
5752. If the public interest is served by an officer in an honest way it is no very great matter as to his gentlemanly feelings? I beg to state that no inferior officer who, publicly and before workmen, condemns and endeavours to lower in the estimation of the public his superior officer, is doing his duty.
5753. That is another question. That may be an act of insubordination, which it seems to me is an intelligible word, but as to the gentlemanly feelings of subordinate officers, no doubt it is very pleasant to have these things, but I ask how these things are to be defined, and you do not state how? If you ask me a question I look you in the face—I do not turn my back upon you; that is gentlemanly conduct; but if I speak to an inferior officer, and he turns his back upon me and sneers at me, it is not gentlemanly conduct.
5754. I presume you infer that these occurrences have taken place with you and an inferior officer? Ever since I have been in office.
5755. And with Mr. Quodling? Yes.
5756. You complain that Mr. Quodling has not treated you in a gentlemanly manner? He has treated me not only in an ungentlemanly manner, but in a manner that my conduct to him was quite undeserving of; and it is not my complaint only, but every contractor and every officer along the whole district make the same complaint, saying that his manner is such that nobody can work under him.
5757. With regard to the duties of a Superintendent, if a Superintendent sees that work is being badly done is it not his duty to report it to you? Yes, to report; I have stated that.
5758. But the report must be in a particular form? Certainly; he reports that such and such is the case.
5759. But if he personally remonstrates or informs you of it you take no notice? I do not acknowledge the word remonstrance.
5760. If he reports personally? I am not in the habit of taking personal reports; I have everything in writing, and give everything in writing.
5761. Then if a Superintendent, in ignorance of forms, and of what you call gentlemanly conduct, were to tell you that certain things were going on wrong, would you not take notice of it? I presume, being on the spot, I would not require his information as to whether things

W. B. Collett, Esq. things were going on wrong. If I am competent for my office I am able to see whether they are going on wrong or not. The information would be superfluous on his part.

5762. I merely want to find out what the duties of a Superintendent are? Probably the best way will be for me to state how the present system arose. In January, 1854, Surveyors or Superintendents of Roads were appointed, whose duties were to spend a certain amount of money to the best of their ability, exactly the same as it is now in the Lands Department. In the Lands Department there is a large sum of money voted, which is handed over to the Superintendents, Magistrates, or Wardens of Districts, to be expended.

5763. That is for subordinate roads? Yes. There is no check whatever. The money voted is placed to their credit and spent entirely under their direction.

5764. Is that the case with Superintendents of Roads? It was till 1858, and during that time I was Surveyor of the Northern Road. When Captain Martindale came into office, he endeavoured to the best of his ability to carry out a new system. That new system was to have the Road Engineer, Mr. Bennett, occasionally visiting the works, perhaps once or twice a year, and pointing out to the Superintendents how the money was to be spent. The Superintendents, I for one, occasionally objected to this, and the matter was then referred to Captain Martindale. I objected to a subordinate to the Commissioner directing me how to spend the money. I was a subordinate officer then, but I was not exactly obliged to agree with Mr. Bennett; and, for instance, whenever Mr. Bennett suggested that a bridge should be built twelve feet broad, I invariably stated that that was a great error in construction, and that it ought to be sixteen or eighteen feet broad. That was one point on which we disagreed. Mr. Bennett said twelve feet was large enough for this Colony, and I said it was not. Another point was the concentration of money at particular spots, so as merely to make a mile or two of good road, and leave all the rest in the district untouched. I objected to that system. If I got any credit for my management of the Northern Road, it was because I expended the money, so that though the road was never quite good, it was never very bad. These matters were referred to Captain Martindale, and I must state that Captain Martindale coincided with me except on the question of bridges, and on that he decided against me, because he considered Mr. Bennett a more competent judge of the construction of a bridge. The bridge question was therefore given against me, for which I have since suffered, for these narrow bridges and narrow roads have been supposed to be my work, whereas I have never made a bridge only twelve feet wide in my life, and I never made a road narrower than thirty feet. When I came to office as Commissioner, I did not consider myself called upon exactly to follow this system, and as it was the only precedent I had, I established, with the consent of the Minister, other rules and regulations, which were that the money should first be spent to make the roads passable, and then if any were left that that should be spent on particular works in the shape of contracts. My first object was to spend the £50 a-mile voted for the Main Roads in maintaining and keeping the roads in repair, and to do that, I assumed a power of disposing of the money; but of course, if certain sums of money are voted for certain works to be done by contract, then I am bound to see it spent in that way. For instance, if money is voted for such a contract as this Doughboy Hollow Diversion, or for a bridge, I am bound to see it spent as directed; but my system has been diametrically opposite to that pursued by Captain Martindale, with reference to keeping the roads in passable order at all times of the year.

5765. The Superintendents of Roads, then, are to see that money is spent under the instructions of the Commissioner in regard to those parts of the roads which require maintaining; but with regard to contracts, surely their duty is to see that the contractor keeps up to the conditions of his contract? Subject to alterations made by the Commissioner.

5766. If a contractor were suffered to go on with his work without objections being taken to any faults of construction, might it not be possible that the Commissioner coming afterwards could not tell what the errors were of which the Superintendent complained? Then the Commissioner is not fit for his office.

5767. Is it not possible that the consolidation of the road might not be sufficient? I do not believe in consolidation; it is a word I have entirely erased. When I came into office I scratched out the word consolidation from every contract; I do not believe in consolidation.

5768. Was it in your power to alter contracts? If it is substituted in the contract before it is signed.

5769. This is the case I want to put—supposing the Commissioner has not been able to visit the works at all, through the whole performance of the contract, is it possible for him, at the end, to know whether it has been done throughout correctly, without reference to the Superintendent at all? When I was appointed to the office of Commissioner, I was informed that I was not to step in Sydney, but to visit all the works periodically, which I have done; and in doing so I have travelled about seven thousand miles this year.

5770. I want to know whether the Commissioner for Roads can possibly determine the mode in which a contract is performed, if he has not seen anything of it throughout, and if he does not in some way rely on the report of his Superintendent—we will say the Doughboy Diversion or any contract you like? He can, simply because the contracts are drawn out by himself. I can see whether my own orders are carried out; I generally write out the contracts.

5771. Can you tell as to the making of the road—the whole construction—whether every particular has been complied with? I must take the fortnightly reports and vouchers to prove to me that the heaps of stone, for instance, have been properly measured.

5772. In that case you must rely on the report of the Superintendent? Yes, for the previous thing; but I have always got ten per cent. in my hands, and if the work passed by the Superintendent does not come up to my ideas I can make the contractor finish it differently.

5773. Supposing there are parts of the road to which, before the metal is put on, the Superintendent objects, because he does not think they are in a fit state to receive the metal? That system is entirely done away with. We tie the contractor down to time now, and we cannot do both. The Superintendent cannot object to the contractor carrying on his work, if the contractor is liable to a penalty of £300 or £400 for not completing it in time. W. R. Collett,
Esq.
30 Dec., 1861.
5774. What do the Superintendents do more than the overseers? Very little more, except that they are over a more extensive district.
5775. Do not the Superintendents check the overseers at all? They cannot do it in many instances, for they cannot be an effectual check over task-work carried on at Armidale, for instance, when the Superintendent is resident at Tamworth.
5776. According to you, whether the Superintendent is competent or not, you can tell whether the work is done properly? Of course I can.
5777. Then it does not matter whether the Superintendent is competent or not? He must be able to do certain things—write a report, measure cuttings or heaps of stone, set out bridges, take levels, and so on.
5778. Is it not his duty to refuse vouchers for the payment of money if he thinks the work is not properly done? He has nothing to do with refusing payment.
5779. Your say he furnishes vouchers? He is ordered to furnish vouchers for work done.
5780. Supposing he thinks it is not his duty to furnish these vouchers? It is his duty.
5781. Supposing he thinks the money has not been earned? It is impossible, if the works are going on at all, but that some money must be earned. No contractor waits a whole fortnight without having done some work; and it is the duty of the Superintendent to send in his returns of work done every fortnight. If, for instance, he has sent in his returns up to the end of April, it is impossible that further work is not executed between the 1st of May and the 14th of May, otherwise he would report that there was not a single man at work, but if there has been a single man at work he must have done certain work, and it is the duty of the Superintendent to report the quantity of work done. Therefore he must send in some voucher.
5782. Supposing the quantity of work and the quality together do not, in the opinion of the Superintendent, amount to the sum he is required to vouch for? He is not required to vouch for anything except the work done. He vouches on the 30th of April for all the work that has been done during the previous fortnight, and on the 14th May he has again to report and say what work has been done in that interval. It is impossible that no work has been done. Something must have been done, if it is only a pound's worth.
5783. Supposing he was required to vouch for a larger sum of money than the pound's worth? I am not aware that he is required to vouch for any sum of money at all, but if he does not choose to vouch for the work done he neglects his duty, and I vouch for him.
5784. Supposing there is no work done? Then I should not give the contractor a farthing; and I should never think of giving a contractor a sum of money for any work without a voucher from the Superintendent, unless I had visited the work myself.
5785. If the Superintendent does not think any work has been done? Then he reports that there are no men at work.
5786. It is quite possible to keep men at work and do very little? That very little must be returned.
5787. If he thinks the work done falls very short of the money that would otherwise be due to the contractor? He has nothing to do with the money due to the contractor; he has only to report the work done, and send in a voucher.
5788. He has nothing to do with payments of money at all? Nothing whatever.
5789. You said just now that it was his duty to see that the money was spent under the orders of the Commissioner? That is with respect to the maintenance of the roads.
5790. He has nothing to do with the money voted for contracts? Nothing whatever.
5791. He simply makes a report of what has been done, and how it has been done? Yes.
5792. If that report is not furnished? Then the contractor comes to the Office, and under the tenth clause he can claim it. I have no choice, I must pay him.
5793. Are you bound to pay him on his own statement, without any examination of the works? That is a difficult question. I think I am bound to pay him, but I should not pay him. I think I am bound under that clause; I think it is part of the contract.
5794. I am supposing a case in which the Superintendent, say, neglects his duty, and does not furnish reports—are you bound to pay the contractor then on his own mere statement; I grant he may in law have a right to recover, if his work is done; but surely the Government must examine whether it is done or not, and in what way it is done? The Superintendent is supposed to do his duty; but if he neglects it I should hesitate in giving money without any voucher at all. I would rather go to the trouble and expense of seeing the particular work.
5795. Have you in any case authorized the payment of money without a report from the Superintendent, and without examination yourself? Never without examining it myself.
5796. Then, in all cases where reports have not been furnished by the Superintendent, you have examined the work yourself? Yes.
5797. How many cases of that sort have occurred? Three, or I may say two.
5798. Will you state the cases? When I say two I am not aware of any real case except one. The other cases have been conducted, as far as I am aware, in a perfectly legitimate manner; and if one case was not legitimate it was owing to a little error that Mr. Quodling, senior, led me into.
5799. Will you state the cases, and the circumstances connected with them, in which the reports of the Superintendent have either not been furnished, or have not been satisfactory, and in which you found it your duty to authorize the payment of money without a report? I have corrected myself about the three cases, and will abide by the one.

W. R. Collett, Esq. 5800. Do you state positively that there has only been one case of the kind? Only one contract; I am not aware of any other.

30 Dec., 1861. 5801. In which you have authorized the payment of money without the necessary vouchers from the Superintendent? Yes.

5802. Will you state the case? I have paid money for the Doughboy Diversion without having vouchers from the Superintendent.

5803. In only one instance? In only one contract. My impression is, that I have done it repeatedly in regard to that contract.

5804. Did you not consider it an unusual occurrence? Not under the circumstances.

5805. In all these cases did you look to the works yourself before you authorized money to be paid? Invariably. I beg to hand in a letter which will perhaps throw a new light on the subject. It is dated the 7th February, and addressed by Mr. Martindale to Mr. Bayley. (*The witness handed in the same. Vide Appendix B.*) I should also like very much, if it does not interfere with the mode of examination, to hand in the bond, and specifications, and contract with Mr. Martindale, which precedes this, dated the 28th January, for I am very particular about these dates, as a great deal depends on the dates, to shew that this payment was not made without very good reason for it, or with any wilful disregard of precedents.

5806. Will you state the whole circumstances that led to these cases where you were obliged to pay money repeatedly without the report of the Superintendent? I must first state that I originally surveyed this particular contract and laid it out; and this being the only engineering contract, if I may so call it, which has taken place on the roads in New South Wales—for I consider the Moonbies and Warland's Range, which were also in my district, comparatively easy, while this is extremely difficult—I must say I felt some little pride in being able to carry it out. As a proof, I beg to call attention to two paragraphs in Captain Martindale's report on the Great Northern Road, for 1858. The first runs thus:—"I must, however, observe that great credit is due to the Surveyor of the Northern Road, for the manner in which he has availed himself of the materials at hand to form the road, and by which he has effected great improvements with small means." The other passage is in these words:—"During the delay thus occasioned"—by an accident to Mr. Bennett who was travelling with the Commissioner—"the Surveyor of the Northern Road examined Chilcott's Creek, and verbally reported to me that he had formed a favourable opinion of the proposed deviation." Subsequent to that report of mine, for which I sent in a detailed estimate and plans, Mr. Debenham was appointed by the Government to lay out the whole road from Doughboy Hollow northwards, and Mr. Debenham adopted my line in its integrity, viz., the present line of road as carried out at Doughboy Hollow. Subsequently Mr. Debenham was removed and Mr. Wells was appointed by Mr. Bennett to re-survey the line, and he made no alteration whatever, except when it came to the crossing of Doughboy Creek, where there was a choice whether the line should cross the creek twice, or whether it should take a sidling involving a large expense in rock, and also in earth excavation. This question not having been decided, and Mr. Bennett having left the Colony, I went up as early as possible and compared the two lines; and I considered that on a mountain range it was far more desirable to carry out the one with good gradients, which is the line at present adopted, than to cross the creek twice with very bad gradients; and no engineer can for a moment doubt that, as far as the gradients are concerned, which is a material element in heavy traffic on a mountain range, the gradients in the present line are infinitely superior to those on the other line. Having determined to carry this out, I of course experienced some little difficulty, in the first instance, in doing so, having for Superintendent in that district Mr. Robert Quodling, a strong advocate of Messrs. Bennett and Wells, and a person who shewed the most perfect contempt for my ability, and everything else connected with me. Therefore I, in the first instance, told Mr. Quodling that I should dispense with his services so far as that one contract was concerned, but afterwards I told him he was to superintend the earth-work, and Mr. Bayley was to superintend the bridge-work and masonry. During the progress of the works I made repeated visits. I visited them on the 11th and again on the 18th April, on the 26th June, on the 12th September, and finally, on the 19th December. This was during the time I was Commissioner; and I had inspected the works very frequently previously to that, while I was Superintendent. I then told the contractor—I said, you must sign this bond, subject to any alterations I may make hereafter; there will be sundry alterations made, and you will agree to those alterations, and your sureties will agree to those alterations; and he said he would have no objection, as I was going to take the management of that contract, and any alterations I made he would accede to. I think I will now hand in this bond for the Doughboy Diversion Works, as signed by Mr. Martindale and his sureties, the specifications, and general conditions, the schedule of prices, and the advertisement calling for tenders. [*The witness handed in the same. Vide Appendix C.*] You will see that this is a contract for a schedule of prices which was accepted by the Government as a lump sum. There is this great peculiarity about this contract. What the object was in accepting this as a lump sum, when the contractor says nothing about a lump sum, I am not aware of; but I believe the contractor has full power to refuse the lump sum, and to go back on his own schedule of prices. There is no document to prove to me that the contractor ever accepted this contract, except by going on to the work. The matter stood thus: He did not exactly know his position, and he left it pretty much to me, which I do not in the least deny. I was very anxious to engage him, as I believed he was almost the only contractor in Australia who could carry out the works so well. He had at the time 200 men employed. Under these circumstances, the contractor repeatedly communicated with me, through Mr. Bayley and through Mr. Quodling, and forwarded to me copies of the letters, which will shew that there was nothing done except in a business-like way between Mr. Martindale and myself.

myself. The first letter I will hand in will shew the terms on which he took the contract. *(The witness read and handed in the same. Vide Appendix D.)* The next is a letter from Mr. Martindale to Mr. Quodling, dated 7th March. *(The witness read and handed in the same. Vide Appendix E.)*

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5807. These payments were made by your authority, on the report of the Superintendents? They were to send in reports and vouchers, and I paid the money.

5808. A voucher means a certificate that the work is done according to contract? It means that the work is done, not that it is according to contract.

5809. A certificate and a voucher mean the same thing—do they not? There are two vouchers, one what is called an H form, and the other, an I form. The one is merely for an advance on a contract, and the I form is for my guidance as to how that advance is made up.

5810. They were ordered to send in these vouchers fortnightly? Yes.

5811. And on receiving these, in general, you used to authorize payments? I authorized payments of course.

5812. I want you to state the circumstances in which you authorized payments without vouchers? You will find, probably, that I never authorized payments without vouchers, although apparently I did. I beg to hand in a third letter, from Mr. Martindale to Mr. Quodling, dated 11th May, with my minute thereupon. *(The witness read and handed in the same. Vide Appendix F.)*

5813. That was one of the cases? That was one of the cases, but the voucher Mr. Quodling subsequently furnished, so that it hardly comes under the category of having paid money without vouchers, because on Mr. Quodling's return he furnishes the voucher. I may state that with that solitary exception of Mr. Quodling's absence, that from the 7th of February to the 12th of August—and I beg you to bear this in mind—everything proceeded with the works exactly as I directed. With the exception of his absence all the vouchers and reports came in regularly.

5814. With regard to this particular case, you authorized the payment without his voucher in the first instance, but he gave it afterwards? Yes.*

5815. Did you examine the works yourself, or did anyone do so, to enable you to judge whether they were done at all, or how they were done? The report of the 7th of March from Mr. Quodling would be sufficient to authorize it, in which he states the quantity of work that has been done.

5816. A previous report? Yes.

5817. Then, in fact, his voucher was not necessary? I had a report in this instance though not a voucher. Mr. Quodling here states in his report of February 28th:—"I have taken charge of the Doughboy Diversion works, and made a measurement with Mr. Bayley. The following is a list of work done during the month:—3,339 cubic yards earth excavation, 634½ cubic yards, rock excavation, 1 mile clearing, and 51½ cubic yards rubble masonry. The contractor is cutting timber for Nos. 1 and 10 bridges." Upon this I made a minute:—"No. 10 bridge does not exist. Inform Messrs. Quodling and Bayley to see revised sections. W. R. C. 19-3-61." I beg to hand in this report. *(The witness handed in the same. Vide Appendix G.)*

5818. Then it was on this report, without a voucher, that you authorized the money to be paid? This and his subsequent report. This is his report for February, and here is another for March; and I think you will see the letter I handed in from Mr. Martindale is dated 7th March.

5819. Then you authorized money to be paid without a voucher on the strength of these reports, because you judged by them that the work was properly done? You will bear in mind that I was there on the 11th and 18th April, and I was therefore perfectly competent to judge of the work being done without any voucher whatever.

5820. Then these vouchers were a mere form? Except for the Auditor General.

5821. As far as you were concerned you did not require them? No, but I must have them for the Auditor General to pass the accounts. It has been stated that repeated remonstrances were made to me as to the way in which this contract was carried on, but I can only say I am not aware of anything of the kind having come to hand, and there is certainly no such remonstrance in any of these reports of Mr. Quodling's. As to the payment of the money I think I was perfectly justified in that, having personally visited the works, and having also these reports to prove to me that the work had been done. But I also beg to assert that I should have done it without these reports, having personally visited the works. The report of 31 March says:—"Doughboy Diversion—The following work has been done since last report—4,836 cubic yards earth excavation, 260 cubic yards rock excavation, ¾ mile of clearing. 47 men are employed on the earth-works, and 10 at the clearing. The works are progressing slow but satisfactorily." That is the only word about the Doughboy Diversion. I will hand in this report. *(The witness handed in the same. Vide Appendix H.)* Mr. Quodling's report of the 3rd May is to this effect:—"Doughboy Diversion—The contractor is progressing favourably with this contract. The earth-work will be ready in a month for final measurement. I have returned voucher for 1,200 cubic yards metal; 88 men are employed on the earth-work, and 8 stone-breaking. I am carrying out the slopes of the big cutting as directed." There is not a word of remonstrance in that letter. *(The witness handed in the same. Vide Appendix I.)*

5822. Then all that was necessary to complete this, as a business transaction, was a few vouchers, which were not furnished on the 11th May, at the time Mr. Martindale wrote to ask you to pay the money? Yes.

5823. You did not consider them necessary yourself—you were quite satisfied? Yes; I was at Bowenfels at the time, on the Western Road, and I made that memorandum because it was the first time I had ever advanced any money in that way, not that I at all doubted my power

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- power to do so, but because I did not wish it to be taken as a precedent. I now come to a very material point in the evidence —
5824. Before you go on, allow me to ask, is this the only instance in which you have authorized the payment of money without vouchers? Up to a certain date; and we will come to the reasons for that afterwards. I beg now to hand in a paper, shewing that up to the 16th of August, Mr. Bayley and Mr. Quodling have furnished certificates for work completed, to the amount of £5,415 9s. 11d, and subsequently for work to the amount of £1,624 15s. 3d., shewing that work had been completed, according to their own certificates and reports, to the extent of £7,040 5s. 2d., whereas the amount advanced to the contractor up to that time was only £6,000. All the documents on which this statement is based can be furnished from the Office—the vouchers with their signatures. (*The witness handed in the paper referred to. Vide Appendix K.*) I will take this opportunity of stating, as we are upon the voucher question, that all the vouchers furnished by Mr. Quodling gave dissatisfaction in the Office, on account of the great inaccuracies they contained. There was not a single voucher but gave the clerks in the Office, trouble to correct. Frequently the amounts of the calculations were wrong, and they were obliged to be checked by the Office. The vouchers will speak for themselves. I will hand in these. (*The witness handed in certain vouchers.*)
5825. You said there were other cases in which money was paid without vouchers, by your authority? What money has been paid in consequence of Mr. Quodling refusing to send vouchers has been paid since that time. But on reference to the Office I find, as stated in the paper I have handed in, that up to the time of Mr. Quodling's resignation of office, there were vouchers and reports for work to the amount of £7,040 5s. 2d., at the lowest estimate.
5826. *By Mr. Hoskins*: Then I understand that vouchers were sent in for work in excess of the gross amount of the contract? Yes; and Mr. Quodling stated that there was work to be done to the amount of £2,000 besides this. Of course it requires that figures should be gone into to prove this, and I only hope some honorable gentleman will go into the figures.
5827. *By the Chairman*: All these vouchers are to be got in the Office? Yes; that is, a list or analysis of the vouchers in the Office. It was prepared by one of the clerks in the Office.
5828. Do the vouchers require to be signed by the overseer as well as the Superintendent? I cannot tell exactly the requirements; it is a new system; I think there is a great deal too much paper and forms.
5829. Has it been considered necessary, under you, that you should have the signatures both of the overseer and Superintendent? No, none of these have been signed by Mr. Hannington. You see the word overseer has been scratched out by Mr. Quodling himself, and he has written his name above it.
5830. Do you state positively that at no time, with regard to this contract, was more money paid than was certified for? No more than I considered was due.
5831. Was there always twenty per cent. withheld? Only ten per cent.
5832. Was that always withheld—did you pay beyond that? I imagine not. There was £1,000 held back, which is, as nearly as possible, the amount.
5833. Are the overseers and Superintendents of the works always provided with the specifications of the works they had to superintend? Of the contracts, do you mean?
5834. Copies of the contracts, plans, and specifications? They are not furnished with them from Sydney.
5835. How could they know whether the work was being done properly? It has generally been the case that the contractor has got the specifications sent from Sydney; but they are also invariably deposited in the nearest Police Office. It is a matter of arrangement between the contractor and the Superintendent to whom these belong. I am rather in favour of giving them to the Superintendent; but the contractor generally gets hold of them, leaving the other party to make a copy of them.
5836. The Office does not furnish them to the Superintendent? No.
5837. How then is the Superintendent to know whether the contractor is working up to his contract? He is presumed to make a copy from the Police Office; and in many instances he has already prepared and sent up the original of the specification for revision, so that he is already acquainted with it.
5838. What is the distinction between the duties of an overseer and a Superintendent? An overseer has probably one-third of the ground to go over.
5839. The Superintendent has a larger extent? The Superintendent has a whole district; the overseer only a portion of the same.
5840. The overseer is expected to be there continually? Never to leave it without leave of absence. It is the understanding that overseers are stationed at certain intervals along the road, but the Superintendent is without an overseer, in the central district; but up to the present year, no works of any magnitude have been carried out in the second district, on the Northern Road.
5841. In regard to the Doughboy Diversion you have made some alterations yourself? I have put in the contract, which shews that it was subject to alterations made by the Commissioner.
5842. You have exercised that authority? I have.
5843. To any large extent? To the extent of substituting the big cutting for two bridgcs.
5844. A letter has been placed before the Committee, signed by Mr. Bayley—of course you are aware of that letter? I am not aware of any letter. I am aware there was a misunderstanding in the Committee about Mr. Bayley not getting leave of absence.
5845. *By Mr. Dalgleish*: How do you know that? I believe Mr. Bayley said that.

5846. How could Mr. Bayley know what takes place in this Committee? I can only state I heard it up at Singleton. W. R. Collett, Esq.
5847. You heard at Singleton that there was a misunderstanding in the Committee? I heard that there was a misunderstanding with reference to Mr. Bayley's attendance here—that Mr. Bayley had been summoned and that I had told him not to come—and in fact, that my private letter had been sent to the Committee. 30 Dec., 1861.
5848. *By the Chairman*: The letter I refer to is one signed by Mr. Bayley, which I think it has been stated to the Committee you had ordered him to sign—that you had furnished him with the draft of it? I dare say I have got the letter—the letter about the £7,000; I wrote it out for Mr. Bayley.
5849. Will you explain the circumstances about that letter—it was an alteration of the contract, was it not? A good deal more than an alteration of the contract. Mr. Bayley was a person who always wished to have things in writing, and it was not always my wish that he should have them in writing. It was my wish that the contractor should take the contract for £7,000, and I used Mr. Bayley as a means to induce the contractor to consent to do it for £7,000. Mr. Bayley said, you must tell me what to write, and I will get Mr. Martindale to agree to it if I can, and it was upon that I gave him a rough draft of the letter. If Mr. Martindale had agreed to it, I should have saved the Government £600.*
5850. Then it is simply an alteration of the contract which Mr. Bayley, under your instructions, got the contractor to agree to? My object was to benefit the Government, or rather to get the best of the contractor; I do not deny it; and I can prove to you by written documents how I endeavoured to bring that about, because you will understand the original contract was for £6,379, and after it was accepted, the bridges were widened from twelve to eighteen feet, which alone would bring it up to £7,000. Then how was I to get the big cutting, containing a very large number of cubic yards, done for the £7,000, the big cutting not being specified in the slightest degree in the original contract? The contractor might have come to me and said I have got 12,000 cubic yards of earth to do—how are you going to pay me? and so my object was to get him to sign a letter, agreeing to do the whole, with the alterations, for £7,000. I therefore wrote that letter for Mr. Bayley to go and see how far Mr. Martindale would consider it his interest to do it. It will be a saving of at least £500 to the Government, provided Mr. Martindale carries out the £7,000 contract. I will prove also that, according to the schedule of prices, the cost of the work would greatly exceed £7,000.
5851. Has Mr. Martindale agreed to this, or declined it? I have nothing to shew whether he declined it or agreed to it.
5852. *By Mr. Hoskins*: According to your own view, Mr. Martindale has done work exceeding, by the schedule of prices, the contract, by £500 or £600? Yes.
5853. Will he be satisfied with the money he has to receive? It is a question this Committee has opened. Mr. Martindale is in Melbourne, and I cannot be answerable for him. The Committee has opened the question whether Mr. Martindale cannot now, since his character has been assailed, say that he never signed that letter, and that he will stand upon the original contract, claim to be paid by the schedule of prices, and have the work measured by competent officers. If Mr. Martindale claims that, he might get paid possibly £7,790.
5854. *By the Chairman*: Will he be entitled to it? I shall be a long time before I give it him, because I consider a verbal agreement as good as a written one to me. I do not think Mr. Martindale would go back from his bargain if he has made one, and the only reason why I make this statement is to prove that I could have had no sinister object in making the bargain.
5855. *By Mr. Hoskins*: As you have power to extend contracts, and you directed him to perform these extended works, an action would lie against you, would it not? If I can get Mr. Bayley to say he saw Mr. Martindale, and that Mr. Martindale agreed to do the work for £7,000, that is all I want to know. I have not seen Mr. Bayley, and I cannot say whether Mr. Martindale did agree to it or not; but I consider Mr. Martindale a very honourable person, and I do not mean to say he would take advantage of the Government, though this investigation puts it in his power, because he has measured the work. I have seen the amounts he has paid to his sub-contractors, and have gone over them carefully with my own measurements, and I find by the statement handed in, if you look, that he has done more work on that contract by £792 10s. than is in the original contract.
5856. *By Mr. Dalgleish*: Provided a contractor has a contract for a certain quantity of work at a certain price, so much per cubic yard, and he sublets it at so much the cubic yard, would he not receive as much benefit from a false statement as the sub-contractor? That is always supposing I have not got the exact measurements; but if the measurements of my own overseers tally with his I conclude they are exactly right.
5857. *By the Chairman*: Are you aware that Mr. Coghlan has written up to the department, declining to take charge of the Doughboy Works at all? No.
5858. He makes that statement? That has not come to me.
5859. Under what supervision have these works been since Mr. Quodling resigned—have they been under Mr. Coghlan? No.
5860. Under whom have they been? There was no necessity for there being under anybody; they are finished.
5861. When were they finished? There may be £50 remaining. If it will be any satisfaction to the Committee I will hand in my report to the Secretary for Public Works.
5862. When were they finished, or in such a state as to require no further supervision? I consider that the moment the mail went down the road they would require no supervision.

* On revision:—Omit this sentence.

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5863. Was that before Mr. Quodling resigned or after? After Mr. Quodling resigned of course, if one can tell when he did resign, for Mr. Quodling resigns on the 24th October, and then sends in certificates for work to the 15th November.
5864. Can you state the date when the works were finished, so far as you describe them, at this Doughboy Diversion? The works I should imagine were finished —
5865. About the time? The first week in December.
5866. Then Mr. Coghlan would not be required to look after them at all? Mr. Coghlan is a new Superintendent, and he has 135 miles of road to attend to. He was directed by me to go to Tamworth and to Armidale, in order to become acquainted with the requirements of his district for the year 1862. I was not going to put a new Superintendent over works he knew nothing about. My directions were that he should go over the works of the district, and leave the Doughboy Diversion until I visited it myself. I have since directed him to measure up the works.
5867. I presume you have examined these works? I have carefully.
5868. Do you think they are completed in a creditable way? Yes, most creditable.
5869. You have no fault to find with them? No.
5870. Is there sufficient metalling? There is more than is in the specification.
5871. What is the quality of the metal? There are a thousand yards, in round numbers, of the very best metal.
5872. Trap, I presume? Yes, basalt.
5873. Will you look at that stone before you—is that the quality of metal? Yes.
5874. Do you know anything of the other? Yes.
5875. Is there any of that on the road? Yes.
5876. What do you call that? It is an indurated stratified rock—igneous—that is, it has gone through fire.
5877. It is not what is usually called an igneous rock, is it? No, because the stratification still exists in it.
5878. It is simply a stratified rock fused by its proximity to trap? No, but which has been upheaved at the same time as the Dividing Range.
5879. You say there is some of that on the road? Yes.
5880. Is it fit to put on the road? Yes.
5881. Is it as good as trap? It is equally good on trap pitching—when there is a foundation of nine inches of trap. Hard metal on hard metal does not make so good a road as this put over a trap foundation. This has not been put on the road except where they have cut through rock, and have rock or pitching as a bottom, and there you do not want very hard stone. This has only been put where the ground has been previously paved or pitched to fill up the interstices, for which purpose it is better suited than hard metal.
5882. Did not the contractor undertake to furnish basalt? Yes.
5883. Is there anything in the contract about shale? No shale exists—the thing cannot exist in the Dividing Range. A person shews a total ignorance of Geology who speaks of shale in the Dividing Range.
5884. What name would you give this material? I would call it stratified rock that had gone through the action of fire.
5885. Would you not call it a metamorphic rock? You might call it metamorphic rock, but that means anything—a rock which has changed its previous character.
5886. You would not give the name of shale to that? Certainly not; there is not the slightest appearance of fossils or plants. It is infinitely older than shale.
5887. If the contractor is bound to furnish basalt, do you think he fulfils his contract when he supplies that in its place? He provided all his basalt before he used that.
5888. Then this is supplementary? Supplementary entirely.
5889. The contract has been fulfilled in regard to basalt? I say the quantity has been put on the road; he has done more, by a thousand yards, than he was bound to do. This is metal which is passed over a great many roads. It is infinitely superior to the white quartzose sandstone used in the neighbourhood of Sydney. If this is pounded up in a mortar it is all stone; whereas the characteristic of shale is that it is earth—it muddies the water.
5890. It is a stratified rock? Yes; the other might have been a stratified rock with a greater action of fire over it. I repeat that the quantity of blue metal is there, and a quantity in excess of the contract. All this inferior metal and blinding was a subsequent alteration of mine.
5891. Do you consider it a perfectly good road? I think that perhaps I might be allowed to hand in my report to the Minister. I am sure I do not wish to conceal it, although it may be injudicious to put in a report meant for the Government; but it is my wish to give all information; I do not wish to withhold a single statement.
5892. Do you consider it a good road? I consider it a very good and very cheap road.
5893. Is there any truth in the statement that the clearing has not been properly done? The original of that letter of Mr. Hannington's, on which that charge is made, is not in evidence, and is denied by the writer.
5894. Do you know whether the clearing has been properly carried out? The clearing has been carried out according to my direction, which was not to remove the stumps from the embankments, and a sum of £40 has been deducted for leaving these stumps.
5895. It was an alteration of the contract then which you authorized? I think not; I think the contract provides that the stumps are not to be taken from the embankments.
5896. Do you think it injures the road in any way? No, the road is perfectly clear.
5897. Are you of opinion that the contract was carried out fully in all respects? The contract has been carried out in all respects since my visit.

5898. Is the fencing completed? The fencing is very bad, and my alteration of the contract will shew that I disapproved of the fencing, and intended to substitute small parapet walls. W. R. Collett, Esq.
5899. At whose expense? Whenever we had the money.
5900. Will not the contractor be in any way at a loss for his bad fencing? Not at all; he is paid 8s. a rod. 30 Dec., 1861.
5901. Was he not bound to put up good fencing? He is putting it up as good as can be done with the timber to be obtained there, which is very bad.
5902. Are the bridges completed in a workmanlike manner? Yes.
5903. Is the flooring tarred and spiked as specified? They were not at first tarred as specified, but it is a question whether the substitution of slabs for sawn timber inferred the tarring of the slabs. Sawn timber is usually tarred, but it is very unusual to tar rough timber.
5904. Did you authorize the substitution of slabs for sawn timber? The original specification provides either for slabs or sawn timber. There is sawn timber in the largest bridge; the others are slabs.
5905. Which is the better of the two? That is a very difficult question; it depends so much upon the wood in the neighbourhood. It is a very badly wooded country.
5906. Was this a deviation from the contract? Both were provided for in the schedule of prices; I might have which I liked.
5907. You authorized slabs, and you did not think tarring was necessary? I cannot say I authorized slabs particularly. The original schedule will shew that Mr. Bennett made provision for slabs; Mr. Bennett made an allowance for 5,986 feet of slabbing. Seven out of the eight bridges are slabbed; and the contractor thought they were not to be tarred, but in order to cut the matter short I said they were to be tarred, and he sent for the tar and got it done.
5908. What led to your ordering this? Mr. Martindale said that anything I thought desirable should be done, and that he would rather lose £1,000 than have it said he had not fulfilled his contract.
5909. When was this order given? The first tarring—I cannot say when the order for that was given; but when I came to him the other day and said I did not think they were tarred sufficiently, he said he would send for more tar and get it done again, although it is not at all settled whether the tarring was meant to be done or not originally. I only know that all Mr. Bennett's bridges of slabs are not tarred.
5910. Mr. Martindale was bound to do it by his contract? Yes; but I think it inferred sawn timber though, when tarring was spoken of.
5911. He has been ordered to tar them, and has tarred them, since this Committee began this inquiry? He could not tar them before the floor was put down; the flooring is the last thing done to the bridge, and the tarring the last of all.
5912. Was not that the subject of one of Mr. Quodling's remonstrances? I never heard a word about the tarring from Mr. Quodling; I am not aware that in any report tarring is mentioned.
5913. Is the spiking specified? The quantity of iron is in the bridges, and probably in excess; but the slabs are not so broad as they ought to have been, owing to the want of timber in the neighbourhood; and consequently, though there is the full amount of spikes in the bridge, there are not two spikes to each slab.
5914. Do you not think that narrow slabs are stronger? I think there is a mean. There is no doubt the slabs are not so good as I could wish them to be, but what can you do when the timber is not to be had within miles.
5915. You disapproved of the slabs? I said to the contractor that he must try and do better; but he said that I must allow them, because he could not get better. After all it makes little difference whether you put two spikes into one eight-inch slab, or one spike into a four-inch slab.
5916. Is it true that the creek has been blocked up from the earth, from the cutting having been tipped into it? I believe the creek has run once this year, but I have never seen it running myself. I have not the slightest doubt but that the cutting would be undermined by a fresh, but that was provided for by cutting a straight course for it. When I went there last I gave directions to cut a fresh channel, and it was not my fault that it was not done; but it will be done this week, and the creek will take another turn, and leave the bank.
5917. Was that instruction given to the contractor? That instruction was given to Mr. Quodling on the 12th September.
5918. To have this cutting made? Yes. It was a matter I intended to have arranged when I saw the big cutting, and when I went there I at once saw that there was some possibility of its being undermined; but it would be a long time before that could be done—not in our life-time.
5919. Is the contract fairly carried out in that respect? It was not part of the original contract.
5920. Was he not bound to open the creek so as not to allow the possibility of the works being undermined? No.
5921. Then, if necessary, the Government must have it done, and not the contractor—you say you have had it done? I have ordered it to be done.
5922. Will it be done by the Government or by the contractor? It is to be done as task-work by the contractor. It is one of those things which would not be foreseen, but which one sees the necessity of, as a precautionary measure, when the contract is finished.
5923. Are you sure the pitching of the road was good in all respects? No, it was not.
5924. When was your attention called to that? The very first time I introduced pitching in lieu of metalling, being a new system, there was great difficulty in getting it carried out.

W. R. Collett, Esq. I saw that there were great errors on the Murrurundi side, of which Mr. White and Mr. Loder have been speaking.

5925. When was your attention called to the bad work in pitching? I called my own attention to it. I saw that I had not persons to carry it out. The work was quite new to them. The Superintendent was perfectly ignorant of it, and Mr. Bayley also. In fact, it had never been carried out in the Colony at all; but I was determined it should be carried out, and I made sundry experiments in different parts of the Colony this year, and most of them were very satisfactory.

30 Dec., 1861.

5926. It was not done satisfactorily in this case? No.

5927. Is it now? It is done as satisfactorily as the nature of the case will admit. The stones used are round trap boulders, seemingly waterworn; and it is not the fault of the contractor that they do not set firmly. In order to make the pitching good, I suggested the use of a softer material, in order to bind it tight. We want something that will jam between the large stones; the hard blue metal has a tendency to throw the stones on one side, whereas this softer material will crush in and squeeze in between the interstices of the stone.

5928. Having noticed all these objections, do you still adhere to what you have said, that the contract is well carried out? Yes, extremely well. The width has been most rigorously carried out; 30 feet wide for the first 50 chains, and the remaining 149, with the exception of the big cutting, is 24 feet wide. In fact, the road has an average width of 27 feet from end to end.

5929. Was your attention not called to the bad pitching at any time? No.

5930. You noticed it yourself? I noticed it, and told Mr. Quodling to do his work better. I noticed that he neglected his duty; in fact, he was ignorant of it; he did not know how to pitch.

5931. Was he not qualified for the duty of Superintendent? As far as common measurements were concerned, I consider he was qualified. He was not qualified for his duties as an overseer over men.

5932. Why? Because his manner was such that men would not work under him. His manner was repulsive.

5933. And you complain that it was the same to yourself? Decidedly, except that I took so little notice of it that it did not vex me very much.

5934. What course did you take when you found Mr. Quodling did not send in his vouchers? My visit would have taken place in the middle of October, except for the dreadful accident to my family and myself; and my intention then was to send in a recommendation for the dismissal of Mr. Quodling, which Mr. Quodling has anticipated by bringing these charges.

5935. Will you state on what grounds you intended recommending his dismissal? The first charge was, constant absence from his district. He was invariably absent whenever I went up there. I never went up there without finding him absent from his district without leave.

5936. You speak to that personally? Yes; he was in Murrurundi for days together.

5937. How long had this been going on? Both previous to my appointment and subsequently.

5938. How was it that you did not report it before this time? I reported it to his father, which I thought was the kindest thing I could do.

5939. Did you speak to Mr. Quodling about it? I spoke as little as possible to Mr. Quodling, because, if I made any observation to him, he would turn upon his heel and treat me with perfect contempt.

5940. You did not report to the department against him? I did not, because my facts were not quite clear; but except for the burning of my house and child, I should have been there, and have got the evidence which I have since got, on which I should have recommended his dismissal.

5941. I thought you said you could speak personally to his absence? I could speak to finding him continually in Murrurundi.

5942. How long did this go on? The whole of the year.

5943. Why did you not report it? I told him if I found him absent again I would report him.

5944. You said it had been going on for a year? Yes.

5945. That is a long time to overlook an irregularity of this kind? There was always some excuse. The first time, Mr. Quodling said he had been to Glen Innes to carry out some work for the Magistrates; and at other times there were other excuses.

5946. Will you state what other reasons you had for intending to recommend his removal? (*The witness apparently reading from a paper in his hand.*) An irascible and contemptuous demeanour on most occasions, and an unwillingness to look one in the face when addressed by the Commissioner, and setting thereby a very bad example to all the contractors and workmen along the line.

5947. Would you have made that a ground of complaint? I do not think I should, because I treat these things with a great deal of contempt, where I am personally concerned.

5948. *By Mr. Hoskins:* When did you pen these charges? I have not dated this; somewhere about the commencement of this Committee. I did not know what charges would be brought against me by Mr. Quodling, so I thought I would make the charges against him, which I would have done before, in recommending his dismissal, only that I was prevented from doing so by the accident I have spoken of. If I had gone up then I should have known then what I know now, how far these charges could be substantiated; but as I did not wish to make charges which I could not support at the time, I did not forward them until I should have had an opportunity of procuring evidence of their truth. However, as the tables have been turned now, to a certain extent, by suggestions about my incompetency and his competency, I think I shall be able to prove that he was incompetent, and also a constant neglect.

- neglect (more so than an incompetency) of doing his duty in measuring up work, and allowing certain buoys or benches to be cut away, so that he could not do it afterwards.
5949. *By the Chairman*: Do you speak of your own personal knowledge? Yes, I do.
5950. How long had that been going on? Ever since the 16th August—ever since he had charge of the works. He never furnished the measurements as he ought to have done.
5951. How was it you never reported that before? There was not much time to report it.
5952. *By Mr. Hoskins*: Did you pen these charges with the view of giving them to the Committee? No. I do not bring these charges to strengthen my case. One of the most particular ones was that on which depends the letter I wrote through Mr. Shairp, charging Mr. Quodling with being incompetent to measure the big cutting, namely,—his overestimate of the most important cutting in the contract, making the same 14,300 cubic yards instead of 12,386, which is far nearer the real quantity.
5953. *By the Chairman*: That is a defect of measurement? It shews incompetency to measure accurately. I could never get the facts from him, but he stated before the Committee that the big cutting contained 14,300 cubic yards.
5954. Do you think that arises from his incompetency to measure? I have no other proof of his incompetency to measure than the mistakes he makes.
5955. Was your attention called to his incompetency before—during the time of his holding office did you consider him incompetent? No, I considered him good enough, as far as young overseers go, to measure a few heaps of stone. He knew nothing of masonry, as the building of the bridge at Bendemeer shews. It has been stated a tailor could have done it better. He put three stones one on the top of the other without any joint at all.
5956. Do you think Mr. Quodling was qualified as a Superintendent, apart from his insubordinate conduct? Certainly not.
5957. How long is it since you have been of that opinion? Ever since I came to office—from January to September.
5958. How comes it that you never made any report to that effect? Because I was very loth indeed to upset Captain Martindale's and Mr. Bennett's appointments.
5959. Then you gave him a trial, and afterwards determined —? I was not determined at all. I wished the young man well, as well as anybody else. I did not wish any change in the department at all unless there was a clear necessity for it.
5960. Did you reprimand him yourself? Repeatedly. He was not only insubordinate, but he shewed a positive want of knowledge of his work. In laying out the line he made a mistake of five feet in the gradient; the cutting was wrong, and the approach to the last bridge might have involved a considerable loss to the Government.
5961. Have any complaints been made to you from the men under him? I cannot say there have been any, except what has come before me officially, from the contractors of the bridge at Kangaroo Flat.
5962. The contractors have complained, but the men under him did not complain? It is not very likely that the men on the works would stop me to complain of Mr. Quodling. But as far as the contractors were concerned, those who built the bridge at Kangaroo Flat made a formal complaint; and Mr. Fox, another contractor, made a formal complaint.
5963. What was the nature of this complaint? Contemptuous behaviour, and drunkenness—drunkenness in the streets of Tamworth.
5964. How long ago was that? I did not want any complaints; I saw that myself.
5965. When? When he was travelling with me he was always drinking brandy.
5966. Did you complain of that? I spoke to his father about it. I have since got letters stating that he was an habitual drunkard.
5967. You have seen him drink yourself? Yes.
5968. How often? If a gentleman travelling takes brandy at every stage he comes to, it shews he must have had long habitual intercourse with ardent spirits.
5969. Have you seen him drunk? When travelling with me he was not likely to get drunk, but he had the character of being a drunkard, and since that I have had plenty of evidence of it.
5970. You have made a statement that you saw him drunk? I beg your pardon; I said I had seen him indulge the habit of taking ardent spirits to a great extent.
5971. That is not a fair answer to the question? That is all I have said.
5972. To what did this drunken habit of his extend? I consider it a very improper thing for a young man of 23 years of age to have recourse to the brandy bottle at all.
5973. I want to know to what extent this drunkenness went in your presence,—was he unfit to attend to business? He was merely travelling with me.
5974. Was he unfit to travel? He sat in the mail. It is nearly an impossibility to prove what drunkenness is. Since I have been there I have had several letters on the subject, from individuals—Mr. Wener, the surveyor, for one.
5975. *By Mr. Dalgleish*: Have you got the letters? I have.
5976. *By Mr. Hoskins*: Have you seen Mr. Quodling incapacitated from performing his duties, and that unfitness arising from drunkenness? I have not had any opportunity.
5977. *By the Chairman*: You say he was travelling with you, and that he took brandy too often? Yes, he drank a great deal. I have a particular objection to drunkenness myself, and I spoke to his father on the subject, and by so doing I thought I was acting kindly to the young man. What I saw myself I did not consider shewed sufficient cause to have him dismissed. Then I consider this another point—his collusion—which I can prove—with the foreman of the contractor.
5978. What is the meaning of that? That the foreman of the contractor should not do his work properly, in order to make out a case against the contractor, and another against the Commissioner,—collusion with the foreman of the contractor, in order that the foreman should

W. R. Collett,
Esq.
30 Dec., 1861.

W. R. Collett, should see that the work was neglected, and to cast a slur thereby on the neglected work. This is more with reference to the pitching.

Esq. 5979. Do you know this of your personal knowledge, or from the statements of others? I
30 Dec., 1861. have some personal knowledge of it, and there is the fact of the foreman having been dismissed in consequence.

5980. Do you know positively yourself of this instance of collusive agreement having been made between Mr. Quodling and the foreman of the contractor, or if you know it from other persons—state whether you can prove it by evidence? I can state facts. I told both Mr. Quodling and Mr. Donaldson to give me a return of masonry, and they both gave me a false one.

5981. Might it not have been a mistake? It might have been, but it was curious that they should both give a wrong one.

5982. Did these false returns correspond with each other? No, they did not correspond.

5983. Both were false returns? Yes.

5984. Mr. Quodling's measurement of the masonry was wrong? Yes; I consider that no measurement of his, whenever he did measure, was done without Mr. Donaldson. Now, I entirely object to the foreman of the contractor measuring with my Superintendent.

5985. How do you know that was the case? He admitted that in his evidence.

5986. Is Mr. Donaldson well qualified to measure? He was recommended to me, but I did not pay any attention to the recommendation.

5987. *By Mr. Hoskins*: Do you consider Mr. Quodling competent to measure masonry? Yes, I presume he can measure masonry.

5988. *By the Chairman*: You came to the conclusion that this false return was designedly false? I think from Mr. Donaldson's behaviour —

5989. I am speaking of Mr. Quodling? It was in the course of conversation I asked them both to measure a certain wall, and each gave me a different return, and both of them were wrong.

5990. You said they were false returns? I call them false.

5991. Then you do not think it was merely a mistake? They were wrong.

5992. On this ground you came to the conclusion that there was collusion between them? That was one ground, and another ground was the stones that have been sent here by post.

5993. What do you know of any stones being sent here? From parties in Murrurundi; I heard that the stones Mr. Quodling produced against me were furnished by Mr. Donaldson, the contractor's foreman.

5994. Have you any proof of that? I have the proof of the Postmaster of Murrurundi, who received them. The last charge I shall make, but I do not wish to go into that, is embezzlement of the public funds, which is a most serious charge.

5995. As you have stated it, you may just as well go into it? I cannot go into it without the bank returns.

5996. You charge Mr. Quodling with embezzlement? Yes.

5997. And you will be able to prove it from the bank returns? I think I shall.

5998. When did you first discover it? When Mr. Hawkins presented a cheque of Mr. Quodling's to me, which there were no funds in the bank to meet.

5999. You had no reason to suspect any embezzlement before? Excepting in the affair of Kangaroo Bridge, when I took his part.

6000. Did you take his part because you thought he was wrong? I thought I could trust to his statement being correct, and I had no reason to suppose then that he had done anything irregular.

6001. How long ago was that? It may be as far back as the month of August.

6002. You had a good opinion of him then as regarded honesty? I had no opinion at all; I did not trouble myself particularly about him; it was always a painful task to come in contact with him.

6003. Yet you say you took his part when he was accused? I did, believing the report that he furnished. I did not think he had retained the £50, and also another £15, without some reason. I believe there are legal proceedings threatened now.

6004. What was the affair of the Kangaroo Flat Bridge? Merely that the contractor wrote to the Minister, of Mr. Quodling's having kept back money sent by the Government.

6005. Who was the contractor? I think his name was Chappell. The letters are all at the Office. As I said before, I did not desire to go into this evidence; I should have preferred to put my own case straight; but, as you seem to think it more desirable, I will state the facts. The matter will of course be undertaken by the Minister of Works, as a matter of duty—this appropriation of the public funds. The simple facts are, that a letter and cheque were put into my hands by the overseer, who states that he presented the cheque at the bank, and it was returned for want of funds, and when I referred to the bank book I found the money had been paid to Mr. Quodling's account on the 30th October.

6006. *By Mr. Hoskins*: Had he not resigned them? It does not appear so when he makes a demand for his own salary to the 13th November.

6007. *By Mr. Garrett*: What was the date of the cheque? The 20th November. It was presented on the 14th December. The money was paid in for the salaries of his officers, and when the cheques were presented the money was not there.

6008. *By Mr. Hoskins*: Do you know that Mr. Hawkins has been examined before this Committee? I heard so; he did not call upon me.

6009. *By the Chairman*: Are you aware that the Committee have had before them a letter signed by Mr. Shairp, the Chief Clerk? Yes; I wrote that letter.

6010. It was written by your authority? I wrote the letter, from beginning to end.

6011. Is it usual to write letters of this kind to officers when they resign? As Mr. Quodling's letter had been made public, or I supposed it would have been, and I thought it probable

- probable and desirable that my letter also would be made public, I wrote it with a view to its being made public. I have been told it was injudicious, and I believe it was now. W. R. Collett, Esq.
6012. *By Mr. Garrett:* You wrote it as an answer to the charges in Mr. Quodling's letter of resignation? Yes. 30 Dec., 1861.
6013. *By the Chairman:* I suppose you adhere to that letter? Yes, every portion of it.
6014. You say in it that "pitching, after mature consideration, was substituted for a portion of the broken metal." This is one of the cases where you have authorized some alteration of the contract? Yes.
6015. Was that a benefit to the contractor or to the public? To the public; not any to the contractor.
6016. The contractor agreed to do it? He had no choice; I told him to do it.
6017. You say also that Mr. Quodling cannot measure accurately? I refer to the big cuttings, if you will read the sentence. However, if additional proof was necessary, all the vouchers I have handed in to-day shew that he was inaccurate.
6018. *By Mr. Dalgleish:* With regard to these vouchers, are these figures in red ink your corrections? No, the Chief Clerk's.
6019. *By the Chairman:* What is the meaning of the big cuttings being paid for in a lump? They were paid for in a lump; they were included in the £7,000 for the whole.
6020. What was the total amount paid for these big cuttings? The whole contract was for a bulk sum, and this was included in it.
6021. You say the big cuttings were paid for in a lump sum? Yes.
6022. What was the amount of this lump sum to which the big cuttings came? My measurements make it 12,386, against Mr. Quodling's 14,300; but I only allowed Mr. Martindale 12,000.
6023. That is paid in a lump? That is paid so as to bring the figures under the £7,000.
6024. And you gave as your reason, that Mr. Quodling could not measure accurately? Mr. Quodling was not the only person who could not measure accurately.
6025. You state here, that from Mr. Quodling's inability to measure accurately the big cuttings were paid for in a lump? So they were. If he had performed his duty, and measured before the marks were removed, there would have been a different result. Since then I have had the cuttings measured, and I find Mr. Quodling is wrong. I will shew, by a detailed engineering statement, that they cannot amount to 14,300 cubic yards.

APPENDIX.

A.

1. In the present investigation I wish to take the whole responsibility as Commissioner for Roads upon myself.
2. The question must then be decided, whether every detail of management should necessarily be submitted to the Minister,—or whether the powers of the Main Roads' Act, and the special authority in the General Conditions sanctioned by the Minister, do not enable the Commissioner for Roads to carry out the works as he may think fit.
3. At any rate, I have acted during my tenure of office on the latter assumption, and have carried out sundry alterations and extensions without soliciting the Minister for a formal approval.
4. With respect to the financial part, it is quite clear that the Minister exercises no control or jurisdiction whatever,—for when the Appropriation Act is passed, the whole amount is placed at the disposal of the Road Commissioner, to expend as specified by the several votes.
5. In every case the certificate of a superior officer renders the certificate of an inferior officer unnecessary, and the certificate of the former is invariably passed by the Auditor General.
6. The Chief Commissioner gives or withholds the certificate (or money) on his own responsibility. It is only in exceptional cases, like Camden Flats, Bargo, or the Doughboy Diversion, that he would undertake, by means of personal supervision, the combined duties of Commissioner, Superintendent, overseer, and paymaster. *Still he has the power to do so,* and until his position as regards those above him and those below him is more accurately defined by law, or by written official documents (of which there is no trace), he is not justly amenable to censure.
7. Of course, if the works for which he chooses to make himself personally responsible are badly executed, they will bear witness of his incompetency, but not of the inutility of the office.
8. I never consider it necessary to follow the advice of a subordinate officer, unless at my own solicitation, and certainly not at his uncalled-for suggestions.
9. I beg to hand in these remarks, in order to save the time which would be spent in eliciting, by questions, my own views respecting my exact position, and also to assist the Committee in arriving at the real points at issue, viz.:—The mismanagement, want of engineering skill, and corrupt practices, which have been alleged against me, from 1854 to 1861 in general, and during 1861 in particular.

30 December, 1861.

WILLIAM R. COLLETT.

B.

Murrurundi, 7 February, 1861.

Sir,

As I have made a good start at the Doughboy Hollow contract, will you ask the Commissioner of Roads to allow you to make me a return for the work done every fortnight, the same as you have done for the Gap contract? It will allow me to get on much faster.

A. C. Bayley, Esq.,
Superintendent of Bridges.

I have, &c.,

JOSEPH MARTINDALE.

C.

C.

Doughboy Diversion.

Dated the 28th day of January, 1861.—Joseph Martindale and his sureties to Her Majesty the Queen. Bond for £500.—WILLIAMS, Crown Solicitor.

KNOW ALL MEN by these presents, that I, Joseph Martindale, of Murrurundi, in the Colony of New South Wales, contractor; F. Williams, of Singleton, in the Colony aforesaid, and William Wightman, of Murrurundi, in the Colony aforesaid, are held and firmly bound unto Our Sovereign Lady Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, in the sum of Five hundred pounds of good and lawful money of Great Britain, to be paid to Our said Lady the Queen, Her Heirs or Successors, to which payment, well and truly to be made, we bind ourselves, and each and every of Us, jointly and severally, for and in the whole, Our and each of Our Heirs, Executors, and Administrators, and every of them, firmly by these presents:

Sealed with Our Seals, dated the twenty-eighth day of January, in the year of Our Lord one thousand eight hundred and sixty-one.

WHEREAS the above bounden Joseph Martindale made the tender hereunto annexed, under the terms and conditions of a notice dated the 19th day of September, 1860, now last past, and published in the *New South Wales Government Gazette*, of the 20th September, 1860 (of which notice a copy signed by the said Joseph Martindale, F. Williams, and William Wightman, is also hereunto annexed), and at the prices and under the stipulations in the said Tender mentioned or referred, and in strict accordance with the plans or revised plans, sections, detailed drawings, specifications, and general conditions, marked with the letters hereunto attached, and to the satisfaction of the Commissioner for Roads, or whom he may appoint, for the prices named in the aforesaid Tender: And whereas the above bounden Joseph Martindale, F. Williams, and William Wightman, have severally agreed to become and be bound to Her Majesty, Her Heirs and Successors, for the due performance and fulfilment of the said Tender, within the time mentioned in that behalf, according to the terms and conditions of the said notice: And whereas the said Tender has been duly accepted by His Excellency the Governor General of the said Colony, on condition that this bond should be entered into by them the said Joseph Martindale, F. Williams, and William Wightman: Now the condition of the above written bond and obligation is such, that if the said Joseph Martindale shall and do well and truly perform and fulfil the said Tender, and the contract arising out of such Tender, and the acceptance thereof as aforesaid, and all and every the terms, conditions, and stipulation thereof, within the time hereinbefore in that behalf mentioned, then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

Signed, sealed, and delivered by the above-named }
Joseph Martindale, in the presence of— } JOSEPH MARTINDALE.
A. C. BAYLEY.

Signed, sealed, and delivered by the above-named }
F. Williams, in the presence of— } FREDERICK WILLIAMS.
W. R. COLLETT.

Signed, sealed, and delivered by the above-named }
William Wightman, in the presence of— } WILLIAM WIGHTMAN.
A. C. BAYLEY

ROAD BRANCH—DEPARTMENT OF INTERNAL COMMUNICATION.

Specification of work required for the construction of the Doughboy Diversion of the Great Northern Road between Doughboy Village and the Willow Tree.

GENERAL CONDITIONS.

- | | |
|---|--|
| Works. | 1. The work for which tenders are to be made, and to which this specification refers, comprises the providing of all materials, tools, labor, scaffolding, implements, workmanship, and every other thing requisite for the full and proper completion of all the earth-work, rock-work, stone-breaking, cartage, clearing, carpenters', smiths', pile drivers', and painters' works, and all other work required in the construction of a new road, 10 bridges, and numerous culverts, between Doughboy and the Willow Tree, on the Great Northern Road, in accordance with the plans and this specification, and to the entire satisfaction of the Engineer for Roads. |
| Tenders. | 2. The tenders to state the gross amount for which the contractors will be prepared to complete all the clearing and stumping, with a schedule of prices for the valuation of all other work. |
| Schedule of prices. | 3. Prices for each description of work named in tender must be filled in. |
| Tender to contain time and sureties. | 4. At the foot of every tender there must be a memorandum signed by the person tendering, and two other responsible persons as sureties, agreeing to be answerable for the due performance of contract, in the event of the tender being accepted, and undertaking in that event that they will execute a bond, at the Office of the Crown Solicitor in Sydney, or at the Police Offices, Murrurundi or Singleton, within ten days from notification of acceptance, in the penal sum of Five hundred pounds, for securing such performance; any tender not complying with these requirements will be rejected. |
| Extras. | 5. No extra work to be paid for without the sanction of the Commissioner for Roads, and the production of an order, in writing, for its execution, signed by the officer in charge of the works; and an account must be forwarded to the Commissioner each fortnight, until the completion of the work, stating the quantity and cost of extra works done; in default thereof, the claim for such extra work shall be null and void. The price for any work not included in schedule is to be determined on previous to its execution, and set forth in the order for such work. |
| Measurements. | 6. The measurements to be made according to the actual dimensions, notwithstanding any general or local custom to the contrary. |
| Time. | 7. The work to be completed, and the road ready to be opened to the public, by the 1st August, 1861. |
| Non-fulfilment of contract. | 8. Should the Commissioner or Engineer for Roads be at any time dissatisfied with the mode of proceeding, or at the rate of progress of the works, or any part thereof, the Commissioner shall have full power to make use of all labor or materials which he may deem necessary, the costs of such labor and materials to be deducted from any money that may be then due, or may hereinafter become due, to the contractor; and should the contractor fail to proceed in the execution of and to complete the works, in the manner and at the rate of progress required by the Engineer, the Commissioner shall have full power to cancel the contract, so far as relates to the works remaining to be done; and all sums of money that may be due to the contractor, together with all implements in his possession, and all sums of money named as penalties for the non-fulfilment of the contract, shall be forfeited to the Commissioner, and the amount shall be considered as ascertained damages for breach of contract. |
| Power to dismiss men. | 9. The Engineer or other authorized officer to have the power of immediately dismissing any agent or workman employed by the contractor, and of having removed off the works, even if fixed, any timber, materials, plant, or implements, he may consider unfit or insufficient for the purposes intended, or at variance with the meaning and intention of this specification, the costs of such removal to be paid by the contractor. |
| Contractor to have materials under Road Acts. | 10. Any advantages conferred by the clauses of the Road Acts for obtaining materials for the Roads will be enjoyed by the contractor, as the Commissioner's agent, but the contractor will be liable to the Commissioner for the amount of all damages to be paid under said Acts; and he is not to allow such materials to be used for other purposes, on pain of invalidating the contract, and having the reasonable |

reasonable costs of such materials or damage deducted from any moneys due, or that may become due to him.

11. The work will be set out for the contractor, but he must satisfy himself of its accuracy. Works to be set out.
 12. The forms and dimensions of the different portions of the work are shewn generally in the drawings; but where any discrepancy exists between the dimensions as indicated by scale and those marked in figures, the figures are to be considered as correct, and are to be taken, in all cases, in preference to the measurement by the scale attached; and if there should likewise be any discrepancy between the figures or dimensions, or the form of construction, or the material, as indicated in the drawings, and the dimensions and material given in the specification, the directions of the specification shall be adopted; and in all cases of defective description, or of any ambiguity, the explanation given by the Engineer shall be binding on the contractor; also, anything contained in the drawings or in the specification shall be equally binding as if it were contained in both. Discrepancies.

13. The contractor to be liable to all risk from floods or other accident during the construction of the works, which are to be delivered up perfect and in good order. Risks.

14. Payments to be made once a month as the work proceeds, on the certificate of the Superintending Officer, countersigned by the Engineer for Roads, in the proportion of 80 per cent. of the work actually executed, and the remaining 20 per cent. will be paid after the Engineer shall have certified that the whole of the works have been completed to his satisfaction. All moneys due on account of contracts will be paid to the credit of contractor in the Bank of New South Wales, or such other bank in Sydney as contractor may request. Payments.

15. To secure the proper quantity of metal being spread on the road, it will be measured in heaps before being spread, as well as on the road when spread; and the contractor is to give notice to the Road Superintendent when a heap of metal is ready.

16. In all payments on account of contract, the money due will be paid into the Bank of New South Wales, or such other bank in Sydney as contractor may request.

Witness to two }
 Signatures, } A. C. BAYLEY.

JOSEPH MARTINDALE.
 WILLIAM WIGHTMAN.

SPECIFICATION FOR ROAD WORKS.

Contract commences.—This contract commences at centre of intersection of High-street with Longfellow-street, in the Village of Doughboy Hollow, and extends 199 chains 26 links down Doughboy Creek.

Plans and Sections.—The plan, which is drawn to a scale of two chains to the inch, shews the course of the line; the centre red line represents the line of the stakes, which are driven down at intervals of one chain (with a few exceptions on plan). The section, which is drawn to the same horizontal scale as the plan, and a vertical scale of 20 feet to the inch, represents the surface of the ground in black, and is taken along the centre line.

The other sections and drawings represent generally the forms and dimensions of the several works, and are as follows:—

- Nos. 1 and 2—Plans.
- „ 3 and 4—Longitudinal sections.
- „ 5 and 6—Cross sections.
- „ 7, 9, 10—Drawings and details of bridges.
- „ 8—General drawings of bridges.
- „ 11—Drawing of culvert.

Subject to any alterations, according to schedule of prices, as directed by the Commissioner—
 W. R. C. J. M.
 W. W. A. C. D.

Clearing.—The first step to be taken will be the clearing. The entire contract is to be cleared 1½ chain wide, and the stumps removed, except on the site of the higher embankments, where the stumps may remain in the ground. Tenders to state a bulk sum for the clearing.

Ditches.—Ditches averaging 4 feet wide at top, 1½ feet deep, and 1 foot wide at bottom, to be cut on the upper side for the entire length, with proper outlets, &c., to the culverts and bridges.

Stones to be piled.—Previous to making any of the side cuttings or embankments, or to forming the road surface where there is no cutting, if required, all the loose stones are to be removed and piled where directed, to be ultimately used as metal. Where there are embankments in earth exceeding 3 feet in height, benches 3½ feet wide and 2 deep, are to be cut on the site of bank, as will be directed; this to be done and inspected by the Road Superintendent before any material is filled in to them.

Embankments.—The material from the cuttings is then to be deposited where pointed out by the Road Superintendent or overseer. Should the quantities of bank be found in excess of cutting, the deficiency is to be supplied from side cutting, to be made where directed, if possible to be taken from side of bank, so as to widen road. Where the cutting is in excess, after all banks within six chains either way are made up, it may be applied to widening banks near cutting. Care is to be taken to provide sufficient material for shrinkage of banks, and to keep the hardest and most suitable material on the top.

Dimensions of Excavations.—The excavations to be made of the depths shown on longitudinal section, to be 30 feet wide at that level from commencement of work to chain 50, and thence to end to be 24 feet wide, to be formed with a convexity of 8 inches to 1 foot in the entire width, leaving a corresponding water table at foot of slopes.

Slopes.—The slopes of cuttings to be, in rock, ½ to 1, and in earth, 1½ to 1; banks to be as shewn on cross sections, and where no cross sections are shewn to be 1½ to 1; where slopes of embankments are shewn steeper than 1 to 1, the best rubble from the cutting is to be selected for the outside and carefully hand-packed as directed. All the batters to be neatly trimmed off with proper battering-rules, to be provided by the contractor for this purpose.

Punning.—The earth-work must be well punned round the abutments of all bridges, culverts, and retaining walls; where the road is merely formed without any cutting, it is to be 30 feet wide; water tables, 9 inches deep; stumps and roots to be thoroughly eradicated, and holes filled with gravel or broken metal.

Masonry.—The masonry of retaining walls where required, to be of well bedded rubble, laid with as little mortar as may be, with the largest face downwards; the upper surface brought to a uniform level at the height of every course of the face work, and thoroughly filled with mortar at such level; the faces to have a batter of two inches to the foot; the footings to be carefully laid well below surface and to be the largest stones to be procured within reasonable distance; each perch of work to have 2 thro. bonds; the walls to be coped with a heavy course, not less than 2 feet in width; the back of wall to be built plumb with sills off as in drawing.

Fencing.—The fencing to be sound ironbark, box, or red gum; two-rail fence, with posts not less than 9 feet long, 8 in. X 4 in., or round posts, 9 in. in diameter at the small end; each to be charred for 3½ feet in height, well rammed, securely and firmly fixed; the rails to be 9 feet long, 6 in. X 2 in., fitted accurately into the posts, the ends of the rails to lap. Fencing: or stone walls, as hereafter specified by Commissioner.—W. R. C.

Formation.—When the formation, fences, and bridges are completed, the traffic is to be turned on to the road during fine weather until formation is thoroughly consolidated: the maintaining convexity with fresh approved material, and filling up ruts, must be carefully attended to by contractor.

Metal.—All portions of the road directed to be metalled, to be metalled as follows:—The metal to be of the best and hardest available stone—the blue columnar basalt, broken to a 2½ inch gauge, free from earth, sand, chips, and other impurities; to be spread to a width of 18 feet, 9 inches deep at the centre and 6 inches at the sides, in two layers of equal thickness, the first to be consolidated before the 3,520 yards.

second is put on; all the stone for the first layer may be broken at whatever time suits the contractor, and when the entire is ready to be spread, will be measured in heaps, by the Superintendent or other authorized officer; it must then be all-spread before the metal for the second layer is broken.

Ballast.—The other portions of road are, if required, to be ballasted with the best approved clean river or ridge gravel, free from all earth; to be put on 18 feet wide, 9 inches thick at the centre and 7 inches at the sides; both metal and ballast to be maintained until thoroughly consolidated, and if necessary, fresh material put on to keep up convexity.

BRIDGES.

The Bridges to be as follows:—

Subject to decision of Commissioner, either more or less.
W. R. C. W. W.
J. M. A. C. B.

- Bridges.*—No. 1. A simple beam bridge, of 2 spans of 20 feet each, and one span 15 feet.
No. 2. A simple beam bridge, of one 20 feet span.
No. 3. A simple beam bridge, of two 21 feet spans.
No. 4. A simple beam bridge, of three 21 feet spans.
No. 5. A simple beam bridge, of one 25 and four 21 feet spans.
No. 6. A bridge of three 50 feet spans, undertrussed, and one 21 feet span, beam with corbels.
No. 7. Three 25 feet spans, beams with corbels.
No. 8. A simple beam bridge, in two spans of 20 feet.
No. 9. One queen-truss, 50 feet span, with three 21 feet spans, girders and corbels.
No. 10. One undertruss of 50 feet span, with two 21 feet and two 18 feet beams with corbels.

Timber.—The timber for all the bridges to be of approved red gum or ironbark; the floors to be of stringybark, to be of the full dimensions shewn on drawings, perfectly straight, free from waney, shakes, gum veins, cores, with perfectly clean sharp arrisses, whether sawn or hewn.

Iron-work.—The iron-work for all the bridges and culverts to be of the best English iron, the nuts to be truly fitted on strong clean cut threads, all bolts to have washers, and the iron-work to be heated and dipped three times in linseed oil before fixing.

Tarring, &c.—The entire of the timber-work, except handrails, to get three coats of Stockholm tar, the first to be laid on hot, the handrails to be painted three times white, and joints and butting surfaces over ground to be twice coated with Stockholm tar when fixing, and all timber under or in contact with the ground to be charred.

Piles.—All piles to be round, not less than 12 inches in diameter at the small end, pointed, and if required, shod with 20 lb. shoes; the portions overground to be hewn 10 or 12 inches square, all the portions driven in ground to be charred; where rock does not occur piles must be driven at least twelve feet, and tested as may be directed by the Engineer; the piles to have a ring $4 \times 1\frac{1}{2}$ on the head when driving; the capsill to be mortised on piles.

Sills.—When the nature of the ground, rock bottom, or other cause, will not admit of piles being driven, the contractor to excavate and lay down 12 sills, and tenon the uprights in same, securing them with straps 2 feet long, $2\frac{1}{2} \times \frac{1}{2}$ and $\frac{3}{4}$ bolts; the remainder of framing to be as in drawing; the sill to be at least 4 feet below the surface of the ground, and packed in with heavy rubble.

Beam Bridges.—For the bridges 1, 2, 3, 4, 5, 7, and 8, the girders to be 11×14 for all spans over 21 feet, 11×13 for all over 16 feet, and 11×12 for all less than that span; the girders to be five in number; the external girders to be scarfed on capsills and secured to piers by holding down strap bolts, with straps $3 \times \frac{1}{2}$ and $1\frac{1}{2}$ inch tangs, and bolted to piers by $\frac{3}{4}$ inch and 1 inch bolts, as in detailed drawing No. 7; the remainder of the girders to be lap-jointed as in drawing, and secured to capsills with $\frac{3}{4}$ bolts, one bolt in each girder.

Beam with Corbels.—Bridge No. 7 to have corbels under the beams 12×12 , secured as shewn in detailed drawing No. 10.

Floors.—The floors of 1, 2, 3, 4, 5, 7, and 8, to be 12 feet wide between handrails, to consist of stringybark ironbark, box, or red gum slabs, 4 inches thick, and not less than 7 or more than 10 inches wide, to be long enough to span two of the openings between girders, the joints to be broken, to be secured to girders by $\frac{1}{2}$ inch jagged spikes 7 inches long, one spike at each intersection of girders, and two at each end of each slab. The slabs to be lined and laid close, adzed, and firmly seated on girders; a marginal log 9×5 to be spiked to external girder with $\frac{1}{2}$ inch spikes 18 inches long.

Understrutted Bridges.—Bridges Nos. 6 and 10 to be understrutted, as in detailed drawing No. 10.

Understrutting.—Each of the wide bays to have two stringers 12×12 resting on corbels 12×12 with a straining piece 9×10 and 2 understruts 10×10 , all properly fitted and fastened as in drawing.

Girders or Corbels.—The smaller bays to have 3 girders 13×10 on corbels, secured as in drawing.

Floors.—The floors to be carried by joists; in the larger spans where there is no intermediate girder, to be $10 \times 3\frac{1}{2}$, caulked 1 inch, and in the smaller spans 9×3 , all skewspiked to the girders; the floor to be 4 inch diagonal planking, laid close and spiked to the joists with $\frac{1}{2}$ inch wrought iron spikes, 7 inches long, bearded 3 inches, one spike and two spikes alternately in each plank; flooring to be adzed off fair when laid.

Queen-truss.—No. 9 to have one 50 feet queen-truss span as in detailed drawing; the stringer to be 14×10 ; the straining beam 12×9 ; braces 12×9 ; minor braces 10×9 ; and posts 6×9 ; corbels 12×10 ; $1\frac{1}{2}$ suspension rods; joists to be 3×10 in large opening and floor, and remainder of superstructure same as for Nos. 6 and 10.

Handrail.—The handrail for all the bridges to be as in detailed drawing. Posts, with the exception of in No. 9, are to be secured to stringer with $\frac{3}{4}$ bolt, and to floor with iron collar strap $1\frac{1}{2} \times \frac{1}{2}$, spiked through floor to girder. In No. 9 the posts to be bolted to joists as in drawing; all posts to be 6×4 . Top rail to be 6×4 , with chamfered arrisse, mortised on and spiked to posts as in drawing; the intermediate rail to be 4×3 , halved into and secured to posts by treenails, and with outside struts 6×4 over each pier; heel of strut to be tenoned into capsill and spiked to it; head to be let into and bolted to post with $\frac{1}{2}$ inch bolts.

Slabbing Abutments.—The landward side of all abutments to be slabbed in the same manner as floor; four round posts and small piles are to be driven and slabbed to retain foot of embankments at bridges where ground is steep.

Culverts.—Culverts to be as in drawing, to be erected where pointed out by Road Superintendent, and in accordance with drawing No. 11.

The timber framing to be all round timber; piles to be driven as for bridges, except in rock, when holes 2 to 3 feet deep are to be cut to receive the ends of uprights, which are to be firmly wedged in with timber or stone wedges; the capsills to be tenoned on and spiked with $\frac{1}{2}$ inch jagged spikes 20 inches long to uprights.

The girders, 6 in number, to be firmly seated and spiked on capsills; the face girder to be hewn with under arrisse square, and to extend back on each side as in drawing; the ends to be supported by piles; the floor to be of slabs, as specified for some of the bridges.

The landward side of abutment and the space between angle and wing piles or uprights, to be sheeted with 4 inch slabs, in the same manner as floor.

The handrail to be as in drawing, of the same general character as in bridges, but no handrail on upper side, nor no struts to posts, which are to be spiked instead of bolted to girders and capsills.

The box drains to be formed of 3-inch planks, well fastened together with 4-inch nails and elects 3×4 , and continued in every instance to the foot of the slopes, to be placed where directed by the officer in charge of the works.

Tenders to contain a price for each culvert and box drain respectively, as the quantities of work in them will not be measured with quantities in bridges.

These

having been accepted, I am directed to refer you to the Commissioner for Internal Communication, for further information, and also for the purpose of signing the necessary bond for the due observance of your contract.

Mr. J. Martindale,
Murrurundi.

I am, &c.,
B. H. MARTINDALE,
Under Secretary.

E.

Murrurundi, 7 March, 1861.

Sir,

As the Commissioner of Roads promised me fortnightly pay at the Doughboy Hollow Contract, will you be so kind as to inform me if you can make it convenient?

R. Quodling, Esq.,
Superintendent of Roads.

I have, &c.,
JOSEPH MARTINDALE.

Referred to the Commissioner for Roads, for his sanction.—R. QUODLING. 7/3/61.
Ordered by official letter, dated 6 March, 1861.—W. R. C. 8/3/61.
Remarks noted, and forwarded to Office.—R. QUODLING. 13/3/61.

F.

Sydney, 11 May, 1861.

Sir,

Mr. R. Quodling having obtained leave of absence, and my not being at Doughboy to see him before he left, I am at a loss to know what to do, unless he made a return, which was due this week. I have over 200 men at work, which I pay fortnightly, and can assure you I have over £1,000 due. Will you be so kind as lodge me, say £500, so that I can meet my men?

W. R. Collett, Esq.,
Commissioner of Roads,
Sydney.

I have, &c.,
JOSEPH MARTINDALE.

In consequence of Mr. Quodling's absence, and no vouchers having arrived, let Mr. Martindale have £400; but this must not be taken as a precedent.—W. R. C. 11/5/61.

G.

Doughboy Hollow,
28 February, 1861.

Sir,

I have the honor to report on the progress of Works in the 2nd District, Northern Road.

1st Division.—I have taken charge of the Doughboy Diversion Works and made a measurement with Mr. Bayley. The following is a list of work done during the month:—3,339 cubic yards earth excavation, 63½ rock do., 1 mile clearing, and 51½ cubic yards rubble masonry.* The contractor is cutting timber for Nos. 1 and 10 bridges.† The late heavy rains have made the road very bad; I have had a maintenance man employed repairing the bad places. The new road at Kangaroo Flat is progressing favourably; 20 chains of clearing and nearly all the excavation is completed. The remaining portion of the road to Goonoo Goonoo requires two maintenance men to repair the very bad places.

2nd Division.—From Goonoo Goonoo to Tamworth the road is in very good order; there are one or two bad places that would keep a maintenance man employed. The new formed road near Tamworth is in very good order; 270 cubic yards have been ballasted, and forming and draining done at the corner of White-street. There has been a maintenance man employed preparing formation for ballast, and attending to ballasted portions. The road on to the Moonbics is in pretty good order; there are a few bad places that require repairs; if a maintenance man was employed on it for a few months it would much improve this portion of the road. The Moonby Ranges are in very good order; there has been a maintenance man employed during the month. The following works have also been executed:—Sidling cut down near Moonbi Hut, repairs to Poison Swamp Crossings, clearing timber that was blown into road by late storm from Moonbi to Mr. Penny's fence, Bendemeer.

3rd Division.—This portion of the road has been slightly repaired since last report, but is still in a very bad state. I don't think it would be advisable to expend much on this portion till it is defined.

Tamworth Bridge.—This is nearly completed, two strikes of bow planks on 2nd bows, and 10 feet of flooring will complete the timber work. We have had a very severe flood in the river; the water was up within 1' 6" of the under side of the corbel; it did not cause the least vibration.

Bendemeer Bridge.—The abutment on Tamworth side of river is completed, and coffer-dam ready for up stream wing on Armidale bank of river. It will take about five days to finish when cement arrives. The contractor for superstructure has got nearly all the timber delivered on the ground.

Visited Armidale on the 10th instant.

„ Bendemeer „ 20th „
„ Doughboy Hollow 27th „

The Commissioner for Roads,
&c., &c., &c.,
Sydney.

I have, &c.,
R. QUODLING,
Superintendent.

* Mr. Sharp obliged to correct these vouchers. W. R. C. 26/11/61.

† Number 10 bridge does not exist. Inform Messrs. Quodling and Bayley to see revised sections.
W. R. C. 14/3/61.

H.

Doughboy Hollow,
31 March, 1861.

Sir,

I have the honor to report on the progress made in the works of the 2nd District, Northern Road, during the month of March, 1861.

Doughboy Diversion.—The following work has been done since last report:—4,836 cubic yards earth excavation; 260 do. rock do.; ¾ mile of clearing. 47 men are employed on the earth-works, and 10 at the clearing. The works are progressing slow but satisfactorily.

1st Division.—Three maintenance men have been employed repairing the bad portions.

The road opposite Willow Tree was cut up a good deal by the traffic. I have made arrangements to get this done, it being very urgent.—Task No. 1 in estimate.

The contractor for Kangaroo Creek Bridge has got the timber nearly all cut. The new road south of the creek is progressing favourably.

2nd Division.—Two maintenance men have been employed on this portion of the road; and 183 cubic yards of ballasting on new road near Tamworth, finished.

3rd Division.—Two maintenance men have been employed repairing the worst places, and some small tasks—clearing, forming, &c.

Tamworth Bridge.—The whole of the timber-work is completed, and the bridge would be ready for final measurement if the painting was finished; the teams with the contractor's paint have been delayed on the road. In my January report I made a suggestion about extra cramp-bolts, to bring edges of planks close together. The present plan of bolting is bad; the washes are not strong enough to bear the strain.

Bendemeer Bridge.—There has not been anything done to masonry since last report, through the non-arrival of the cement. I was informed by Mr. Jacques, the agent at Morpeth, that it left on the 25th ultimo.

The contractor for the timber-work has got nearly all the timber delivered on the ground, and will shortly commence the work.

The old bridge at Uralla is in a very dangerous state; I think it would be better to pull it down and cut away the banks of the creek. If this is not done I am afraid some accident will occur.

Inspected Doughboy, 15th inst.—Kangaroo Flat, 17th,—Bendemeer, 21st,—Armidale, 22nd,—Doughboy, 29th.

I accompanied Mr. Wells, the Road Surveyor, to examine the country between Bendemeer and Armidale, and to fix site of Saumarez Creek Bridge.

I have, &c.,

ROBERT QUODLING.

The Commissioner for Roads,
&c., &c. &c.

I.

Doughboy Hollow,
3 May, 1861.

Sir,

I have the honor to report on the present state of road and progress of works in 2nd district, Great Northern Road—Doughboy Diversion.

The contractor is progressing favourably with this contract. The earth-work will be ready in a month for final measurement.

I have returned voucher for 1,200 cubic yards metal. 88 men are employed on the earth-work and 8 stone-breaking. I am carrying out the slopes of the big cutting as directed. The whole of the timber is delivered for the bridge over Kangaroo Creek; and the road works on south side of creek completed. I have had three maintenance men employed between Doughboy and Goonoo Goonoo; the road is in very good order. I have commenced the approaches to Tamworth Bridge, and will complete earth-work in six weeks. The foot bridge over the Peel is repaired. I have commenced the forming of Peel-street, Tamworth, leaving 14 feet foot-paths on each side. I could not let it by task. I have let the street ballasting and culverts; the timber for same is nearly all delivered.

I have had White-street formed with foot-paths on each side, 10 feet wide. 97 cubic yards new road ballasted, and 217 cubic yards ballast shifted, so as to reduce the quantity to 5", as directed. Task No. 13, Moonbi Creek culvert and road, is nearly completed.

The blinding of Moonbi metal is nearly finished. I have had three maintenance men employed between Tamworth and Bendemeer. The road is in very good order. The only hoggly part is Poison Swamp near Bendemeer. Three maintenance men have been employed between Bendemeer and Armidale. The road is in passable condition.

Tamworth Bridge.—The painting and tarring is being proceeded with, and the bridge will be ready for final measurement in a few days. The timber is nearly all delivered for the foot-path on down stream side of river.

Bendemeer Bridge.—The abutment on Armidale bank will be finished early this month. I have forwarded voucher for 341½ cubic yards masonry.

The superstructure of bridge is progressing very slowly; the contractor has only two men employed. I have to request that you will make the contractor carry out this work himself.

J. W. Chowne, the contractor for Tamworth Bridge, is only an agent for the contractor.

Visited Doughboy on the 1st; ditto Kangaroo Flat, 6th; ditto Armidale, 14th; ditto Moonbys, 22nd; ditto Doughboy, 29th.

I have, &c.,

ROBT. QUODLING.

The Commissioner for Roads,
&c., &c. &c.

K.

MEMO. of PAYMENTS made to Mr. Martindale on account Contract at Doughboy to Goonoo Goonoo.

Date.	No. of Voucher.	Certified for by.	Amount Paid.	Per Centage Retained.	TOTAL.
1861.			£ s. d.	£ s. d.	£ s. d.
14 March..	350	R. Quodling and A. C. Bayley ...	196 16 7	49 4 0	
14 " ..	351	R. Quodling and A. C. Bayley ...	127 0 5	31 14 0	
28 " ..	385	R. Quodling	146 13 1	16 10 1	
6 April ..	492	R. Quodling	265 12 6	29 10 0	
16 " ..	524	A. C. Bayley	153 4 0	17 0 4	
26 " ..	561	R. Quodling	225 8 0	25 0 4	
26 " ..	561	A. C. Bayley	600 0 0	60 0 0	
8 May ..	605	R. Quodling	234 0 0	156 0 0	
13 " ..	675	A. C. Bayley	400 0 0	40 0 0	
30 " ..	755	A. C. Bayley	198 14 10	22 1 7	
7 June ..	771	A. C. Bayley	250 0 0	25 0 0	
10 " ..	847	A. C. Bayley	617 11 2	81 5 0	
23 " ..	923	A. C. Bayley	608 0 8	67 11 0	
10 July ..	1,033	R. Quodling (II. form), A. C. Bayley (I form, £198 1s.) .. }	500 0 0	23 8 0	
12 August	1,185	A. C. Bayley	224 6 0	24 18 4	
			£ 4,747 7 3	668 2 8	5,415 9 11
5 Sept. ..	....	Report from R. Quodling. Estimate value ....	....	200 0 0	
30 " ..	....	" R. Quodling. " ..	....	200 0 0	
16 October	....	" R. Quodling. " ..	....	793 2 0	
5 Nov. ..	....	" R. Quodling. " ..	....	431 13 3	
					1,624 15 3
				£	7,040 5 2

TUESDAY,

TUESDAY, 31 DECEMBER, 1861.

Present:—

Mr. DALGLEISH,
Mr. DANGAR,
Mr. T. GARRETT,

Mr. HOSKINS,
Mr. LUCAS,
Mr. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

W. R. Collett, Esq., Commissioner for Roads, again called in and further examined:—

- W. R. Collett, Esq.
31 Dec., 1861.
6026. *By the Chairman:* Of course you are aware that there is a good deal of discrepancy in regard to the statements made by yourself and by Mr. Quodling; that of course you must be aware of already that you make certain statements contradictory of what he says in regard to these works? I have attended the Committee during several days when Mr. Quodling has been examined, and I presume all my statements differ from Mr. Quodling's. If the Committee will allow me, I will hand in three reports, which I should wish to be read—one from the contractor, which is usual according to the regulations; the second from the person who, I may say, was in charge after the resignation of Mr. Quodling; and the third from myself.
6027. This is the report on the Doughboy Diversion? Yes; I believe my evidence has been confined to that.
6028. What are the dates of those reports? The 18th November, the 4th December, and the third the report referring to my visit of the 19th December. I see the copy has not been dated, but it was written on the 24th, and refers to my visit of the 19th.
6029. What is the object of the contractor's report? The contractor is bound under the specification to send in a report. I have not insisted upon that, but in this case I called for a report from the contractor, and he furnished this on the 18th November, which was about the day the Committee met.
6030. In these cases, which you say are so numerous, where your statement and Mr. Quodling's are at total variance—what evidence, as regards the public, is there to determine the points at issue between you two? The works themselves I presume.
6031. Is it possible in all cases to ascertain whether the work is properly completed after it is finished—whether everything has been done in the meantime properly in regard to both roads and bridges? When the work has been visited and certified too in the meantime. Probably if I looked at the building of a house I could not say whether the foundation was right; but if I saw the foundation laid, the building in progress, and the roof put on, I could judge of the building. This was the case with me and the Doughboy Diversion; I watched its progress from the commencement.
6032. With regard to a road, you could not prove that it was in a bad state at the time the pitching was put on, supposing you saw it only after the pitching was covered over? I could, by the traffic having been subsequently over the road with all the timber for the bridges; if the work had been bad, the heavy carriage would have proved it to be so.
6033. Suppose a great hole in the road had been filled with logs, and covered over—how could you tell that by simply going over it? I never allowed timber to be used on the Northern Road.
6034. Suppose it were put there without your knowledge? I presume that where stone was more plentiful than wood, wood would never be used.
6035. I may state that I received a letter from some one who signed his name Howard—I could never find out who he was—but he states that to his knowledge logs have been put in — ? In heaps of stone before they were laid upon the road, in order to cheat in the measurement of the stones, not with reference to the road itself.
6036. Suppose it were intended to cheat the overseer — ? That was in the heap of stones before the stone was put on the road—to cheat in the measurement.
6037. Could not the same thing be done with the road itself? It would be impossible with the pitching underneath, and the road under it; besides, there would be no gain to the contractor—wood is not cheaper than earth or stone. I beg to state, if you refer to the case of Howard, that the charge was completely investigated, and there was strong evidence that Howard had put the wood in himself.
6038. Are you able to refer to the evidence of anyone who could corroborate your own, as to the state of these works at the time of their construction and completion? I could do so, but it is a most unusual course for the head of a department to refer to anyone. The works can now be examined by any person who may be competent, portions of the work may be taken up or looked over, and the bridges and pitching can be examined.
6039. I suppose Mr. Whitton would be a good authority if he could go up? I am not aware, in the first place, that Mr. Whitton would undertake the trouble of merely looking at a portion of the road metal or the bridge-work. His authority would be very good.
6040. You are not able to mention any person who would be competent to give evidence? I may be able, but I wish to depend upon my own evidence. I can bring a competent engineer, who is in Sydney at the present moment.
6041. Will you mention who he is? Mr. Peter Brown; in any case of difficulty, as a civil engineer, he ranks very high.
6042. Is he one of the Road Superintendents? He supplies my place. I would beg to state that he would feel a certain delicacy unless he were authorized to do so. As an engineer he would not undertake on his own authority to give a detailed statement, but at the same time he would not have the slightest hesitation if he were authorized to do so.
6043. If I understand you rightly, there is no check upon the Commissioner for Roads in regard

regard to his opinion of certain works? I am aware of none. He is placed at the head of a department in order that his decision may be final. W. R. Collett, Esq.

6044. He has the entire responsibility—it rests entirely upon his character for integrity and competency? Precisely. 31 Dec., 1861.

6045. There is no check at all as respects the public, in cases of neglect or violation of duty? Except the check which is upon all public officers. There are the works to speak for themselves; if things are wrong the public are sure to find them out.

6046. Has any objection been made by the Auditor General, or other officer whose duty it was to inspect the accounts, to any accounts that have been passed for works under your charge? Not otherwise than what I may term the usual objection of the Auditor General.

6047. What are the usual objections? The usual objections are as to the want of a proper witness to the payment of money—and this will sometimes occur when money is being paid to these poor people—the want of witness to the receipt of an individual, or of an authority for one person to sign for another; small things of that kind.

6048. These objections have been made? They are always made in every office.

6049. Are they made whether they are necessary or not? I presume not; they are the check of the Auditor General upon the accounts.

6050. Have these objections been made with reference to these particular works? I am not aware of any vouchers having been returned.

6051. What objections were you then referring to? In a vast quantity amounting to several thousand vouchers, where it is required first for a person to sign his name, and then to have a witness to the payment of the money, in the case of these poor labourers and others, it very often occurs that the signature is illegible, or witnessed on behalf of such and such a person. No doubt these minor objections may be occasionally made to papers which pass through our Office.

6052. The papers are then returned to your Office for correction? They are returned for correction.

6053. Was there no objection made to a voucher of Mr. Quodling, or to several vouchers, because he wrote on them more than was necessary? One objection was made by me—"The Auditor General will not allow any remarks to be made in ink;" that I wrote myself.

6054. Then the objection did not come from the Auditor General? The paper never got to the Auditor General.

6055. You felt certain that the Auditor General would have objected? Yes, to a Superintendent writing on a voucher.

6056. What did he write? He wrote that he would not certify—that the work was not done.

6057. Well, surely if he thought it was his duty not to certify, he was bound to refuse? He might refuse, but it would make no difference; I should certify that the work was done.

6058. You did certify? I am not aware whether I did in this particular instance, but I should do so.

6059. In that case what check is there upon the Commissioner for Roads? Merely the check which is furnished by position, by respectability, and ability.

6060. You have felt no difficulty in taking any responsibility in a case of that kind? In the case of the Doughboy Diversion, certainly not.

6061. What is the use of these vouchers then—for the satisfaction of the Commissioner? Certainly not, for the Office generally; to know how the works are going on we must have some vouchers; we cannot have the mere *ipse dixit* of the Superintendent.

6062. If an *ipse dixit* may be taken in one case, why not in all? In the case of a person in a high position his word may be taken, where the word of an officer in an inferior position would not be taken by the Auditor General.

6063. Then you think the credit due to the word of a man depends upon his position? That does not naturally follow, but it does follow in respect to the roads in this case.

6064. Does it occur to you that some subordinate officers might be dispensed with altogether? Certainly, if there is not more money to be voted for roads than has been this year. It depends entirely upon the amount of work to be done.

6065. Do you not think the office of Superintendent of Roads might be done away with altogether? If it is the intention of the Government or of the Parliament not to make roads it might be; but if roads are to be made, they must have some one to superintend them.

6066. Does not the Commissioner superintend them? He lays out the first directions of how they are to be carried out.

6067. And if there is no voucher he supplies it? When he takes the personal supervision, when he usurps—that is hardly the proper word—when he takes upon himself the position of Superintendent, which I did in the Doughboy Diversion.

6068. Have you stated your reason why you took that position—was it not Mr. Quodling's incompetency? I had no confidence in Mr. Quodling's competency; I could not judge of his competency in the first instance.

6069. You said in your former evidence that your opinion was formed from the first? It was.

6070. You had always a bad opinion of him? I had no opinion of him.

6071. Why then did you allow him to remain in the department? Delicacy towards those who appointed him.

6072. Who appointed him? Mr. Bennett and Captain Martindale.

6073. Did Mr. Arnold ever object at the time you took upon yourself what you have admitted to be unusual? I beg pardon—I have not admitted anything to be unusual.

6074. You said you usurped the office of Superintendent? I qualified, or rather withdrew that expression.

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6075. That implied something out of the way? I stated before, and I repeat now, that a young man of Mr. Quodling's age and experience—although I am willing to give him credit for some knowledge—was not the man to superintend a road which, according to his account, was 135 miles in length.
6076. Your objection was to his age? One of my objections.
6077. At what age do you think a man is qualified to superintend roads? I should be sorry to see Superintendents over roads who were not thirty years of age.
6078. How old is Mr. Shairp? The Chief Clerk?—Really I do not know; I should imagine eight or nine and twenty.
6079. Did you acquaint Mr. Arnold with your objections to Mr. Quodling? Officially I did not.
6080. In these cases, where you thought it your duty to take an unusual course, or whatever you choose to call it, did you not think it right —? I beg pardon—I am not aware that I made use of the word.
6081. What word? "Unusual course."
6082. The course that is not generally taken? Because it is impossible for me to superintend every work.
6083. All I want to know is, whether in these cases where something is done by you which is not common, you make any report of it to Mr. Arnold or to the Government? I am not aware that I made any report to Mr. Arnold, not any official report. Mr. Arnold and myself have many conversations upon the qualifications of every overseer and Superintendent.
6084. You do not think it necessary to report to Mr. Arnold? When he asks me for any information I afford it.
6085. Do you do that as a matter of obligation to Mr. Arnold, or in the course of your official duty? I stated before that there are no instructions whatever for the Commissioner.
6086. You only report when you wish to oblige Mr. Arnold? I would not say "oblige." When Mr. Arnold wanted information I gave it him.
6087. When an unusual course was taken would you not consider it your duty to make some record of it? I am not aware of the course being unusual. I know that in one case Mr. Bennett superintended a contract which he took out of my hands, though he was the Road Engineer in Sydney.
6088. When you were Superintendent? Yes; Mr. Bennett acting for the Commissioner as the person laying out the road.
6089. When you were Superintendent of the road were your certificates or vouchers always considered necessary? I am not aware that they were; but if Mr. Bennett chose to certify for any work I did not wish to write a certificate.
6090. As Road Superintendent did you not furnish a certificate? For certain work. I may explain the case to which I refer. I was engaged in superintending the road upon one side of the Gap, and Mr. Bennett and Mr. Bayley were superintending the other; and Mr. Bennett, who was acting for the Commissioner, said he would relieve me of the work on this side the Gap, and took a part of my work under his supervision. When I came to be Commissioner I took Mr. Bennett's side under my supervision as well as the other. During the time this part of the road was under Mr. Bennett's supervision I never gave a voucher for it, although I was Superintendent of the district within which this portion of the road lay.
6091. While you were Superintendent was there none of the road under you in the same way that the road was under Mr. Quodling? The whole of the road, from Morpeth to the foot of the Gap, was under me, and half-way over the top of the Gap was still under me, though Mr. Bennett thought fit, and to which, as he was my superior officer, I did not object, to relieve me of the superintendence on this part of the road.
6092. When you were relieved you gave no vouchers or certificates? None whatever.
6093. What was your duty? I rode over the road, and looked at the road.
6094. And kept the men at work? No, I did not.
6095. What were you doing? I was doing nothing over these particular two miles. I was obliged to go over this road, because the portion of the road under my superintendence lay on each side of it.
6096. You had another portion of the road under you? Yes; both one side and the other were under me.
6097. With reference to this work, were you not relieved from responsibility—did you not furnish vouchers? In the same way that Mr. Quodling furnished vouchers and certificates for every other part.
6098. Were not all vouchers and certificates considered necessary? They were part of the Office work; whether I considered them necessary is another question.
6099. Would you have considered it regular that payment should have been made for these works without your vouchers? I consider that during the three or four years when we were without these forms, the works were done as well as they have been since with these forms; for, although they are an apparent check they are no real check, as the Superintendent signs vouchers for works without seeing them.
6100. You mean to say that no amount of machinery can prevent people from cheating the Government? That is according to circumstances.
6101. It must depend upon the character of the men employed? Yes, the value of their situations, their positions, and characters.
6102. *By Mr. Dalgleish*: In what way were you relieved from the supervision by Mr. Bennett—had you any communication by letter or verbally? Neither verbally nor by letter.
6103. How then did you know that you were relieved? Merely by another person being put in the place.
6104. I thought you said that Mr. Bennett said he would relieve you of all the work in a certain place? Probably he did say so.

6105. I thought you said he did say so? I cannot recall to my mind exactly Mr. Bennett saying to me, "I will relieve you." W. R. Collect,
Esq.
6106. I understood you to say that Mr. Bennett said he would relieve you? Mr. Bennett was the mouth-piece of the Commissioner. I did not take orders from anyone between the Commissioner and myself, but I was given to understand that I was relieved. 31 Dec., 1861.
6107. By letter, or verbally? I have been looking over my official documents, to find when Mr. Bayley was appointed to relieve me from my duties on the Gap Road, but I have been unable to find any documents; the only documents I can find are a letter from Mr. Bayley to the road overseer, and also the whole of the certificates respecting that work signed by Mr. Bayley, and the objections that have been made by Mr. White and Mr. Loder do not in the least apply to me, because that portion of the work was never under my supervision at all.
6108. What I wish to know is how this took place? Mr. Bennett chose to superintend that part of the Gap, just as I chose to superintend the work on the other side.
6109. *By the Chairman:* I want to know whether all your proceedings in regard to the Doughboy Diversion works, when you were taking the course you have described with reference to Mr. Quodling, were known to Mr. Arnold? I should imagine they were not.
6110. You have never thought it your duty to make any report to him? About my doing my duty?—None whatever.
6111. Did you not consider it your duty to acquaint him when you were departing from the general practice in regard to the Superintendent? I was not departing from the practice—there was only one Commissioner before me, and he departed from it; I do not see how you can depart from what has never existed.
6112. I ask you whether Mr. Arnold was acquainted with this? With what?
6113. With what you chose to do with Mr. Quodling—to dispense with his certificate in a certain instance? Mr. Arnold has nothing whatever to do with the financial department.
6114. Will you answer my question whether Mr. Arnold was not acquainted with this? With what?
6115. With this? Mr. Arnold was not acquainted with the financial part of the business.
6116. You have stated to us a certain course of proceeding with regard to the Doughboy Diversion, and with regard to Mr. Quodling—whether it was regular or not I am not asking you. Was Mr. Arnold acquainted with this? Not officially.
6117. Did he know anything about it in any way? He knew so far as this, that on my return I informed him that the works were being conducted in a very satisfactory manner.
6118. Did you say that Mr. Quodling's conduct was not satisfactory? I hinted it.
6119. Did you make any charge against him? If I make a charge I do so without any mistake.
6120. Then no objection was made by Mr. Arnold to anything you told him? I am not aware that Mr. Arnold ever objected to anything; I enjoyed his confidence, and I trust I deserved it.
6121. I think you stated that you ascertained that in all cases in which Mr. Quodling reported in an irregular manner, you found that the work had been done properly by the contractor? I am not aware of any report of Mr. Quodling; I deny the reports.
6122. I do not want to enter into that question—I perhaps use an improper term—you know what I mean—I want to know whether you satisfied yourself that the work was properly done by the contractor? I am satisfied the work was properly done by the contractor; that is in my report.
6123. In one place, you say that the rock you call basalt was in sufficient quantity to fulfil the contract, and that all the other, which you will not admit to be shale, was extra? It is not shale.
6124. All but that was basalt, and that was put on extra? The stipulated quantity of blue metal or basalt was put on.
6125. How did you ascertain that after it was spread? I had to begin with 1,200 yards of broken metal, certified by Mr. Quodling, and then 2,800 lineal yards of pitching, 18 feet average $7\frac{1}{2}$ inches, that is 3,500 yards more, and the whole specification is only 3,520 yards. The pitching alone —
6126. I do not ask you any question about the pitching now; I want to know whether after metal is spread you can measure it? Yes, I can measure; so many inches thick and so many feet broad will give so many cubic yards.
6127. Can you ascertain all that when the metal is spread? With the greatest possible case, if traffic has not been on the road.
6128. What was the object of the contractor in putting this quantity of extra stuff on the road—was it done to do more than he agreed to do? The object of putting this stuff on the road is to blind the metal; this is called blinding.
6129. Perhaps it was put as a blind? It was put on with the metal, and that with the pitching forms the road.
6130. Then is a contractor not bound to put that other stuff on at all? He is bound to give satisfaction to me, for I should not have passed it unless he had done so.
6131. You would not have passed the contract although he had put the proper quantity of basalt on the road? He is bound by the contract to perform the work to my satisfaction.
6132. And you would not have been satisfied if he had put the stipulated quantity of basalt upon it? The road would not have been in the state I should have wished to see it in for the money; the contractor might have objected.
6133. Is it a common thing to put inferior stuff upon a macadamized road? The specification states broken metal 6s. 6d., gravel or inferior metal 3s. 6d.
6134. Do you call that gravel? It answers the purpose of gravel as blinding; it is stone picked up there. In the Sydney streets a marly substance which is called gravel is used to make it bind.

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6135. How could you ascertain at that time whether the pitching was put on when the road was in a proper condition? My orders were to do the pitching when the road was soft; that is my principle.
6136. That differs from the usual course? There is no usual course; it has not been adopted in this Colony, but it was adopted by Mr. Telford and by me.
6137. Has it not been the usual course in contracts to insist that the pitching should be put on when the road is hard? There never was any pitching before I was Commissioner; there was simply a layer of metal without any foundation.
6138. What was underneath it? The earth.
6139. Nothing but soft earth? Which was presumed to have become consolidated, which was an impossibility.
6140. You have adopted an improved system? According to my own view, and I believe that of the public generally.
6141. Have you tested it? I have tested it in every part of the Colony.
6142. A certain degree of preparation is necessary, is it not, before the metalling is put on? I think not. My plan is, the very same day—and I have proved it on the Northern Road—to pitch it; I put the pitching on the soft ground, the whole sinks together, and subsequently I put on the metal and blinding.
6143. Will you describe what you mean by pitching? Pitching is paving by hand, ballasting is throwing stones large or small out of a cart, and shovelling them about, as is generally done in the streets of Sydney.
6144. *By Mr. Lucas:* They are knocked into their places by a large hammer? Yes; pitching may be stones of any shape—they are angular generally—and their height must be nine inches in the centre and six at the side. The object is to have them perfectly straight.
6145. *By the Chairman:* Upon that you put the metal? Yes; this pitching being sandstone the metal grinds itself into the interstices; on the top of this metal the gravel or blinding is thrown, and the road is then open for traffic.
6146. Had the contractor been bound by his contract to put this blinding stone on the metal? No, I object to it in principle; but I must accommodate the public, and I find that if I do not put on the blinding, the bullocks will turn off a new road and run into the water tables, so that although I do not approve of blinding I am obliged to use it.
6147. You do not suppose it does any great injury to the road? It cannot do any injury; but of course the dirt will come soon enough without this being laid upon it.
6148. Then this blinding is intended to grind up to a powder? Yes; this is used not only as a blinding, but it is put on a portion of the road that is solid rock, because I consider it injurious to put basalt on the solid rock where it will grind up.
6149. I think you said yesterday that basalt will not grind up? I said it will grind up into these interstices.
6150. You have always had the authority which, I presume, every Commissioner of the Road has had, to strike out clauses from a contract, or to alter a contract? I have not had the authority, because I presume it is not specified by law what the duties of the Commissioner are.
6151. I do not ask that; I ask you whether the Commissioner of Roads possesses this specific power—to alter a contract at his discretion; by arrangement with the contractor? It has been done, and I have done it.
6152. Is that done with the knowledge and cognizance of the Government? It is not necessary to state an individual case, as it is not applicable to this case, because the contract was signed subject to my alterations.
6153. I am asking you the question, as Commissioner of Roads, whether you have the power to alter contracts, either with or without the consent of the contractor? Yes; circumstances oblige me to do so.
6154. You have exercised that authority in certain cases? Allow me to give an example: The specification for the Hume bridge at Yass is for a pile bridge; we found that the rock interposed a difficulty, and we substituted sills instead of piles; the contractor perforce must comply, although it entails more trouble and labour for the construction of coffer-dams, and so forth; but as we cannot drive piles through rock, we must put sills down.
6155. What is a sill? A bed for a pile.
6156. In these cases where this authority is exercised, I presume compensation is made to the contractor, if it involves any extra labour? Nearly all our contracts are by a schedule of prices; they are not for a given amount, but so much per foot or per yard, therefore it makes no difference.
6157. In cases where you thought it your duty to make these alterations, did you not also consider it your duty to communicate with the department, in order that it might be placed on record that the alterations had been made? It would entirely depend upon whether I was in Sydney or on the circuit; if I were in Sydney the communication might be even written by myself, but merely as an official record that, by my directions, such an alteration was made. If I were on the spot I might not consider it necessary—I might hand in a written paper that such was my wish.
6158. Was there always a record in some shape of the alteration? It was my wish that there should be a record.
6159. Was there always? It is a very difficult question to answer where the number of all sorts of tasks amount to a thousand.
6160. Do you not think it necessary, in order that the Commissioner might be justified in the event of any charges being made against him, or any doubts being expressed with reference to him, that there should be some record? I think it very desirable.
6161. You cannot be certain that it has been done in all cases? I am not aware of any contract having been actually carried out according to the specification.
- 6162.

6162. If it were the rule to place alterations on record in some shape or other —? W. R. Collett, Esq.
Looking to other departments:—If in an original plan a railway cutting is to be taken through a rock perpendicularly, and it is found on working that it will not stand, the contractor is ordered or directed to take away the additional earth, but I am not aware that Mr. Whitton or Mr. Rae refers the question to the Minister. I think Mr. Whitton takes it as a matter of course that the public require it to be done, and it is done. In the same way, if necessary, a wooden viaduct may be substituted for a brick culvert. 31 Dec., 1861.

6163. Was there a clause in the Doughboy contract providing that the formation of the road should be hard in order to receive the macadamizing? There was a clause of the kind, but that gives way to my written alteration.

6164. You did alter that? Yes, I altered it in every instance; I gave directions in every instance.

6165. Did you give any verbal alterations to Mr. Quodling in reference to that? Yes.

6166. Did you give him written orders also? If one of Mr. Quodling's reports is referred to, you will see that he says he is carrying out the works according to the directions given to the contractor.

6167. Did you give him any written orders? I am not aware that I gave him any written order, except an official written order.

6168. I do not see any difference between written official orders and others? I refer to these slips of paper not signed by the clerk.

6169. They were authentic as far as they went? They were to be obeyed.

6170. Mr. Quodling in his evidence, in answer to 281, says—"I was told by the Commissioner to take not the slightest notice of the consolidation clause in the specification"—is that true? Perfectly true.

6171. In answer to 285, he says,—“I received a reprimand from Mr. Collett about the stoppage of Martindale with his pitching. I was told by Mr. Collett to put on the pitching on the embankments just as they were, and I stated they were not in a fit state to receive the pitching; he said he did not care about the embankments sinking; if one coat of pitching did not do he would give it another, and if that did not do he would supplement it with a third”—is that true? Perfectly true; and I as a professional man abide by that. You will bear in mind that the contractor was obliged to do this at his own expense; he was obliged to give the road to me of a certain convexity.

6172. Was it ever the practice to make these alterations in contracts after the work had been done? It is impossible to make an alteration after the work has been done.

6173. Supposing the work to be done in such a way as not to be consonant with the contract, was the contract ever altered to suit the work, even supposing it might be the case where the public interest might require it? Yes; wooden viaducts have been substituted for brick culverts, in the railway.

6174. I mean with regard to works under your charge? If I thought a bridge required a longer or shorter span I should alter it immediately, even after the contract had been made, and I have the full power practically to do so. It would be impossible to carry out works without it.

6175. Did you ever give Mr. Quodling orders not to measure the metalling on the road;—In answer to a question from me, 121, “You say you were not allowed to measure it—had you positive orders not to measure it?” he says, “Yes.”—Is that true? Certainly not true.

6176. He is asked, “From whom? From the Commissioner of Roads, and from Mr. Bayley, when he was leaving the works.”? I do not wish that answer, although a direct denial, to go unqualified—I never positively ordered one thing or another. Mr. Quodling had sent in a certificate for all the metal required, and the conversation that took place between me and Mr. Quodling was after the 1,200 cubic yards of metalling had been measured and paid for.

6177. You gave no order about it at all? The order I gave was, that we must have a final measurement of the work, in order that it might be seen that the contractor had done his work.

6178. I ask Mr. Quodling, 2,125, “Did Mr. Bayley leave you written orders? Yes, he left me a written slip.”—“What was the purport of this written slip? Stating that the metal was to be put on without measurement, half a cubic yard to the lineal yard.”—Are you aware of ever having given a written slip to that effect? That is not without measurement, for half a cubic yard to the lineal yard implies so many feet of metal to the lineal yard.

6179. That is your idea of measurement? It is the fact, 13½ feet to the lineal yard being measurement.

6180. In answer to 2133, he says,—“In fact, I received orders from Mr. Collett not to measure anything, that it was a lump sum and required no measurement.”—Is that true? I must know the date of that first, which has a very great deal to do with the matter. I think I can elucidate the matter. Up to a certain date no orders were given at all; things went on very regularly, and I had a report from Mr. Quodling that in a few weeks from that time the earth-work would be completed; and I might have said that he need not trouble himself with the measurement of the work then, but must make a final measurement. I am not to be taken in by him to make admissions that I had given orders to him not to do his duty, without reference to the state of the case. He states that he had measured certain work, amounting to £5,000, and I say,—“You need not trouble yourself; one measurement will do for the whole.”

6181. You gave him that written memorandum that he was not to do anything? I am not aware that I gave him a written memorandum at all.

6182. Did you give it to Mr. Bayley? Mr. Bayley was a very scrupulous gentleman in receiving orders; he has said, “Excuse me, but will you give me that order in writing?” It has been difficult sometimes to do so; perhaps it has been a wet day, and I have taken out

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 31 Dec., 1861. out my pocket-book, which is a very small one, written in it my instructions, torn out the leaf, and given it to Mr. Bayley for his guidance, not believing that it would be handed over to any other person—not that I objected, but I never intended it to meet any other eye than his.

6183. These were confidential communications? Hardly confidential communications; but what is taken out of a Commissioner's pocket-book I think should hardly be brought as evidence against him.

6184. You wrote these notes hurriedly? To please Mr. Bayley. I would say, "I wish such and such a thing done," and I would then give him one of these little slips.

6185. You never did this with Mr. Quodling? Mr. Quodling was never sufficiently in my confidence for me to do such a thing with him.

6186. Would you not think it more incumbent upon you if he were not in your confidence? Mr. Quodling had no contract except the clearing; I did not think him sufficiently acquainted with engineering to carry out this work. The other contract was simply one of clearing, which required a great deal of personal attention; about £5,000 have been spent upon it, and I wished him to attend to it and to a few tasks at Tamworth, Armidale, Moonby's, and Kangaroo Flat. I am perfectly aware that Mr. Quodling could measure work, and I am also perfectly aware that I could teach a boy to do the same in the course of a week, as far as was required of him, because all the sections and quantities were given him, and he had only to see that the sections and quantities were carried out.

6187. If I do not misunderstand you, you seem to imply that Mr. Quodling was of very little use at all with regard to the works? He was no use whatever, if I superintended him.

6188. But did you superintend him? I did.

6189. Then he was of no use at all? Of no use at all—not in these works.

6190. Then could you not dispense with the Superintendent? If I had let these 135 miles of road, as he calls them, take care of themselves.

6191. Was he doing any good with this 135 miles of road? He was having it cleared.

6192. Was he doing that part satisfactorily? I am not aware; I take it for granted that it has been done satisfactorily.

6193. You heard no complaints? I should have no opportunity.

6194. Had he not men under him? It was done by contract.

6195. Did you make any report against Mr. Quodling before he complained against you? Several; I have never seen him without reprimanding him.

6196. You reprimanded him—was that verbally? Verbally, or by letter; all my letters nearly are reprimands.

6197. Are you aware that at any time white gum has been used where it ought not to have been? No.

6198. Do you consider white gum good wood for bridges for public works? No, I do not.

6199. You are not aware that it has been used by the contractor? I am aware it has not been used; it is now lying alongside the bridge at Murrurundi, but the timber that has been used has been either red gum, stringy, or ironbark. If white gum has been used it has been taken out, that is all I can say. I believe it was attempted to be used, but Mr. Bayley saw it and of course he had it taken out, and it is now lying at the blacksmith's.

6200. I suppose you recollect that (*handing Appendix C, p. 8, to the witness*)? Yes, that is the only remonstrance I admit.

6201. Have you stated that you received no remonstrances? Except this one.

6202. Was anything done upon it? Yes, I saw the contractor.

6203. Personally? Yes, the contractor came down to Sydney.

6204. You saw him personally? Yes.

6205. What course of action did you take? He asked me whether he should remove the stumps? I told him not.

6206. Did you ascertain in regard to all the complaints made whether they were correct or not? Allow me to see what the complaints are. (*The witness referred to the paper.*) The first is as to the stumping, which was according to my directions.

6207. How according to your directions? I said the stumps were to remain there, but that a reduction was to be made in the contract prices.

6208. Did you do that before or after the letter? As far as I recollect, the contractor came down in consequence of this letter.

6209. Will you be kind enough to answer the question whether the directions you gave were before or after the letter? My directions at the commencement were not to remove the stumps.

6210. Before the letter was written? Yes.

6211. Was the Superintendent informed of that? Yes, on the ground.

6212. Then he had no business to make these complaints about the stumps? He had no business to write this letter at all; it is a very improper letter.

6213. With regard to this letter you say you authorized the contractor to deviate from the contract? I beg pardon—there is no deviation from the contract, the contract authorizes it.

6214. Then he had nothing to complain of? He had nothing to complain of; it states in the specification that the stumps are to be left.

6215. In what respect is this letter improper? This is not a report; he is instructed to make a report; he does not make a report.

6216. You object to the style? Entirely.

6217. He is not quite up to the official style—do you object to the substance? He knew what the official style was up to the 15th of August.

6218. You think this was intentionally disrespectful? I am certain of it. Up to that period he had reported that the works were proceeding most satisfactorily.

6219. If these statements were true was he not bound to make them in some shape or other?

I see nothing in the letter—the stumping was according to my orders—the pitching was put on the embankment before consolidation, which I particularly told Mr. Quodling was to be done, and I reprimanded him strongly for stopping the contractor, that he was exceeding his duty in doing so, as the responsibility of the experiment rested upon my shoulders and not upon his, Mr. Quodling's, who of course must have been ignorant of pitching, for it never existed in any road in the Colony before. I was making experiments which I wished to have done in the previous year if I could have carried them out. It has now been done for short distances in various parts of the Colony, and after another six months the traffic will shew whether this system is the best and most economical.

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6220. Did Mr. Bennett never carry on any pitching? He attempted it on one side of the Gap, but it was not laid with regularity; in fact, he encountered the same difficulty that I had at first—the overseer did not understand it, and the consequence was that the pitching was very badly done. He saw the necessity of it and deviated from the specification on the other side of the Gap the same as I did, but the error of Mr. Bayley was that he had not the men to pitch or a Superintendent who understood pitching, and it is only by gradually getting men who understand pitching that the work can be satisfactorily performed. The pitching is according to my orders, of which Mr. Quodling was perfectly aware.

6221. That was a deviation from the contract by your authority? Yes, I saw the error of the original specification. This letter says—"Nearly all the excavation is completed; the water tables and embankments are not dressed." Of course they were not dressed, no embankment or water table would be dressed until the contract were handed over by the contractor. "The late rains have caused the roadway of big cutting to slip slightly. I am afraid the road will have to be taken five feet more into the solid for a distance of fifty feet." Now to the best of my knowledge the original specification was fifteen feet in the solid, and I have since measured the road and found it twenty feet in the solid, so that this suggestion was merely anticipating what I proposed to be done. "The bridges are not progressing very rapidly." That is no remonstrance. I see nothing in this letter, except that the stumps were not removed, and that the pitching was put on when the road was not in a hard state, and in both of these instances the contractor acted according to my instructions.

6222. Then if you had not seen the contractor you would have thought nothing of this letter? Nothing at all; I should have taken no notice of it. I should take no notice of the letter of a subordinate if it were not called for.

6223. Not even if it disclosed what you thought to be the facts? I do not answer that question.

6224. You decline answering that question? I decline what you say—if I thought them to be the facts.

6225. What I mean is this:—If a subordinate wrote a letter of this kind, supposing it did disclose what you thought were facts, would you take no notice of it because the style was bad or not in accordance with official routine? There is an official routine, and that routine must be kept up. That letter had another object; it was not for the public service it was written.

6226. You judge that from the style? I judged because I knew what was going on.

6227. What was going on? There was collusion with the contractor's foreman to get up a charge.

6228. What was the reason you did not take steps to remove Mr. Quodling, if you thought he was guilty of this improper conduct? I told Mr. Quodling if I found him absent from his work, I should feel it to be my duty to report him and to recommend his removal. I stated that to him.

6229. You did not make these statements in writing? No; I stated before, that I did not threaten without performing.

6230. You have already stated that you would not take any personal statement or remonstrance from Mr. Quodling; could you suppose that he would take any personal communication from you? I expected he would.

6231. Would it not have been better to have communicated it to Mr. Quodling in writing? I did not choose to write to Mr. Quodling.

6232. You allowed Mr. Quodling, whom you suspected of this most improper and fraudulent conduct, to remain in office without taking any measures to remove him? I proceeded, as soon as possible after I received this letter, to the works. This letter is dated 16th August; and early in September I was on the works, where Mr. Quodling behaved with the greatest possible rudeness, so much so that, as a gentleman, I could not condescend to speak to Mr. Quodling. I should have gone in October, and should then have communicated with the Minister, but a serious accident prevented, and Mr. Quodling then took the other side of the question, and thought he would upset me.

6233. I see in this letter something you did not notice; he says, "Nearly all the pitching put on Doughboy embankments was put on before the banks were consolidated." You say that is of no importance; but the letter proceeds—"and a considerable quantity of metal not broken to gauge." Supposing that to be a true statement, was it right? It is contradictory to Mr. Quodling's certificate upon the metal; if a Superintendent sends in a certificate—"I certify, upon honor, that this is broken to gauge," and three months afterwards chooses to contradict himself, I cannot attach much importance to his statement. I believed that the metal was broken to a particular gauge, and I think so still.

6234. Do you think if he told a lie in this matter he was fit to hold office? I consider that he was unfit to hold office; and the very fact of no notice having been taken of this letter must have been overwhelming evidence that his superior officer had no confidence in him.

6235. Is it not a rule for a superior officer, if he has no confidence in a subordinate, to get rid of him at once? I would have got rid of him at once, but for this circumstance:—

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In the first instance, I had not wished Mr. Quodling to manage this contract, and I could not make his non-observance of that contract the ground of his dismissal; if I could have shewn insubordination or drunkenness I should have done so, but the proofs were not sufficient at the time to allow me to do so. Having relieved him from a responsibility, I felt that it would not be just to come upon him for any error in the discharge of it.

6236. There is another statement here with regard to culverts that you have not adverted to—"Culverts, three 2nd class completed, and one 1st, but this I cannot pass, the timber used being small and the workmanship very bad"—was that a true or false statement? One of the culverts was pointed out to me, but that was passed by Mr. Bayley.

6237. One—but there are three? I think not—only one; I had very great hesitation in passing it.

6238. You have seen it? I have seen every bridge, culvert, and piece of metal, on the road. I said to Mr. Martindale—"What is to be done—this is a bad piece of work." He said, "I will take it down if you wish it—but what is to be done?—Mr. Bayley has passed the culvert." I said, "Mr. Bayley has done wrong." He then said, "The specification does not require sawn timber for the railing; if you will allow this to pass upon Mr. Bayley's certificate, I will put up this fencing without any charge for the wood-work." I replied that I was very sorry to have to find fault, but that as Mr. Bayley was not there to give any explanation, I would allow it to pass with that understanding. The culvert was not good, but not so bad as to render it necessary to have it taken down.

6239. Then in this case Mr. Quodling made a correct report? Mr. Quodling made a report that he had no business to make, because Mr. Bayley having had charge of the wood-work, it was no part of Mr. Quodling's duty.

6240. No matter how bad the culvert might have been, he ought to take no notice? It was not actually bad—it was not according to the specification. If the timber of a district will not allow you to get slabs of a certain dimension, it is but just to a contractor that some allowance should be made.

6241. After a contractor has entered into a contract with a knowledge of all the circumstances? It takes place this very day. The Tumut Bridge is taken for iron-bark, and the contractor writes me—"I am sorry to inform you I am unable to carry out the contract, as there is no iron-bark in the neighbourhood; will you allow me to use box or stringy-bark?" That is referred to the Engineer, who will no doubt report that, under the circumstances, the contractor may use timber of a secondary nature, or else a contract must be re-issued, and then we shall be obliged to use timber of a secondary nature. This is exactly the case in the Doughboy works,—if timber of a certain scantling cannot be procured, after the contractor has used every endeavour to procure it, he is allowed to use the best he can get. In the same way, if the specification says Stockholm tar is to be used, and it is not in the Colony, then we allow him to use coal tar, and make a reduction in the price. This occurs constantly. Of these eighteen bridges and culverts, only one small culvert of five feet open way is complained of.

6242. What is your opinion of Mr. Bayley's competency—you put him in charge with Mr. Quodling? I consider Mr. Bayley a very good inferior officer.

6243. Is he fit for the position he holds now as Superintendent of Bridges? He is perfectly well qualified.

6244. You considered him superior to Mr. Quodling when you put him in charge of works which Mr. Quodling could not carry out? I have had opportunities of observing Mr. Bayley for years; I had had none of observing Mr. Quodling. I would beg to state here, to shew the feeling, that when I was Superintendent of the Northern Road I spoke to Mr. Quodling about some matter and he said, "Mind your own business." I was speaking to him as a gentleman on some matter of detail at the time I was Superintendent of the Northern Road, and he also was a Superintendent on another part of the road. Of course after that there was no intercourse of any kind.

6245. As we are on Mr. Bayley's matter I would refer to a letter written lately, in which you suggest to him not to attend and give evidence before the Committee? Is it a private letter?

6246. It is marked "private"—here is the letter—you say, "You can please yourself about coming, as they have no power to enforce the summons, and you may be kept a week in town and have nothing for expenses either for stopping or travelling, as you are not a Government witness." Do you consider it was consistent with your duty to write such a letter? Under the circumstances, I do. Mr. Bayley was at a very important trust—the substitution of these sills for piles—there had been freshes in the river, and at this moment he was levelling the rock foundations; and as this might have been covered by water before his return, the contractor might have neglected his work, and there would have been no one to see that it was properly done. But as there is one letter before the Committee I would wish to put in the answer of Mr. Bayley to that letter; that letter was written before he was summoned.

6247. You were aware that he would be summoned? I was not aware; you did not inform me what witnesses were to be summoned.

6248. You make this statement—"You are to be summoned upon Mr. Quodling's Committee"? Probably I might require him to substantiate something on my own account, as my witness.

6249. Had you made up your mind to have him summoned—to ask me to summon him? I am not aware that private letters written *currente calamo* should be brought forward as evidence.

6250. That is a matter for us to decide; we have the letter before us, and you have said that you did not know that Mr. Bayley was to be summoned at all, and yet in this letter you say, "You are to be summoned"—how do you reconcile this discrepancy? I believed

he

- he would be summoned either by me or by Mr. Quodling. I had no particular reason to suppose so any more than I had to suppose that others would be summoned. I might have written to others in the same way; for instance, I might have written to Mr. Gill, "You are to be summoned"; but I did not know whether Mr. Gill would be summoned. When I asked the question who was going to be summoned, in order that I might meet the evidence, I was not then told who the persons were, but one or two names were mentioned.
6251. You say here, "You are to be summoned"—I suppose "You are to be summoned" means that he was to be summoned? I might have intended to summon him.
6252. If you intended to summon him how could you afterwards tell him, "You can please yourself about coming, as they have no power to enforce the summons"? Because I considered that the public interest would be better served by his remaining at his post.
6253. Do you not think it would have been more candid on your part if you had informed the Committee that you did not wish him to come? Certainly not, as the head of a department.
6254. You think it more consistent with your duty to suppress his evidence than candidly to tell the Committee you did not wish him to be summoned? I beg to state that this was merely at the commencement; a great deal has passed between Mr. Bayley and myself since, and you must see the whole to judge of that letter.
6255. I do not see how Mr. Bayley's answer can affect this letter—you have made a suggestion to this witness? I beg pardon; I did not regard him in the light of a witness.
6256. What is the meaning of the words, "You are to be summoned upon Mr. Quodling's Committee"—was he to be summoned to sit upon the Committee? I might have made a mistake.
6257. Is the letter a mistake? It is a mistake to have it in evidence here.
6258. That is a matter we have to determine, not you; we may be doing wrong—violating confidence? It is not a matter of confidence; but there are certain terms, as "Dear Sir," which are not official, just as Mr. Bayley would not address me "Dear Sir," in my official capacity.
6259. You think it was improper of Mr. Bayley to give this letter to us? I cannot judge Mr. Bayley's conduct—that is for him to determine; but I think any private letter is not usually brought in as evidence. However, I do not mind.
6260. Do you wish to withdraw from this letter, or do you consider it consistent with your duty? I considered it my duty, under the circumstances, to retain Mr. Bayley at that service.
6261. By indirect suggestion? I do not know whether it is by indirect suggestion.
6262. My opinion is, that it is by indirect suggestion. You did not tell the Committee that you were going to take this step, but you tell Mr. Bayley that the Committee have no power to enforce their summons? I do not know that they have, but I know that the public interests have suffered very much by this Committee.
6263. I did not ask your opinion upon that subject, and I beg you will confine yourself to answering my questions? I believe Mr. Bayley will be a favourable witness to me, and I did not wish to leave the public works without proper supervision.
6264. On that ground you say, "No doubt you can give me important assistance"—do you mean that the public would get important assistance? That his statement would be of importance.
6265. Will you explain this—"The treachery of the late Superintendent is now so glaring"? The whole proceeding has been one of conspiracy.
6266. Against you or against the public interests? Against me individually—the plot has been publicly boasted of at dinner.
6267. You do not wish to retract this letter? I do not wish to retract anything; I consider it extremely unusual to bring a private letter in evidence against a person, and to ask him the reason of his writing it; and I say that I have a right to bring the official letter which guides it. I hand in the telegram to Mr. Bayley, upon which he acted, and beg to have it read. (*The witness handed in a telegram, dated 12th December, 1861. Vide Appendix A.*)
6268. The letter containing the instructions how to act preceded the telegram—the letter is dated the 7th? I must disabuse your mind—instructions to act are not given in private letters.
6269. What is the meaning of the heading of the letter—"Department of Public Works, Road Branch?" That is a mere accident; it was the first piece of paper I laid my hand upon.
6270. There is one other collateral matter on which I would ask you a few questions. You have spoken very highly of Mr. Martindale as a contractor? I have.
6271. He is one of the most extensive contractors in the Northern District? In New South Wales.
6272. You have a very high opinion of him? I have a very high opinion of him.
6273. Did you ever hear that he had been employed in Victoria? Yes.
6274. Did you ever hear what his character was there? He had a very high character up to a certain time, when his partner failed.
6275. That was until he was found out? No, till his partner failed; he was in partnership.
6276. How did the failure of his partner affect his character? He took the benefit of the Act—became insolvent.
6277. Was that the only objection to him? There was another objection with the Victorian Government, which they have since remedied by paying him £700.
6278. Have you heard of Mr. Steavenson? The Commissioner for Roads—I am in communication with him.

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6279. Do you think he is a good authority upon Mr. Martindale's character? I should doubt whether he was; I question whether he has been long enough in the office; Mr. Martindale was employed many years ago; I imagine Mr. Steavenson was not then in office.
6280. Do you think if Mr. Martindale were in Melbourne he would be allowed to enter into any contract with the Government? He is at present in Melbourne for that very purpose.
6281. Has Mr. Martindale to your knowledge been favoured as a contractor—I do not mean to say on his own account, but for the public interest—by having contracts at higher rates than other contractors? With the letting of contracts I have nothing to do; the Minister does that entirely, and he makes it an invariable rule to give it to the lowest tenderer—he never makes a deviation. He does not inquire so much into the respectability of the contractor or of his surety as perhaps might be desirable.
6282. Would no recommendation of yours be taken for or against a contractor? None whatever.
6283. Supposing he had performed his contracts in a manner notoriously bad, or had failed to fulfil his contract—would it not be your duty to represent that to the Minister? There is a rule that, if a contractor fails to complete a contract, he is not entitled to have any subsequent tender taken into consideration. In such a case we should not take the tender at all.
6284. In cases of that kind the tenders are always excluded? Yes. Suppose for a certain work twenty tenders are sent in; these are assorted and numbered. We first see whether the tenders are in form according to the advertisement—as sometimes persons omit or insert something contrary to the regulations—if they are not they are omitted, as the tender must be as specified in the *Gazette*. These are then submitted to the Minister who, without reference to the parties, takes the lowest tender. Perhaps it may not be justifiable in me to say so, but I think this principle is sometimes carried to too great an extent.
6285. Was that rule observed in regard to the contract of Mr. Heritage for clearing? Yes, certainly.
6286. Was Mr. Heritage's tender in fact the lowest? Yes, in fact his was the lowest tender.
6287. Was there not some peculiar circumstance connected with Mr. Heritage's tender? Yes.
6288. Will you state that circumstance? It was a tender for clearing between Doughboy and Goonoo Goonoo. Tenders were called for, and I am inclined to think six or eight were sent in. The one signed by Dunbar might have been the lowest,—he was a brickmaker and bore an indifferent character, and his contract was informal—it did not state where the work was to be carried out—in fact, it was not taken into consideration. Mr. Heritage's tender was very much the lowest, and he was informed that his contract was accepted, but from some oversight —
6289. By whom? It is difficult for me to state where the oversight was, but I believed it occurred up-stairs in the Office—that is, in the Chief Clerk of Works Department.
6290. Will you state the name of the Chief Clerk? All the tenders coming from the Minister do not come to me—they go up-stairs, and I lose sight of them till they come to me to carry them out.
6291. They go to another department? To another room; they are registered by the Chief Clerk as Minister's work, and not by mine as Commissioner's work.
6292. Is that in Mr. Rae's department? Yes, Mr. Rae is the Under Secretary, Mr. Halligan is the Chief Clerk.
6293. Either Mr. Rae or the Chief Clerk committed an oversight? Yes, which was subsequently corrected. The oversight was in accepting the tender for a chain and a half wide when the tender was only for a chain. That tender having been accepted, it became a nice point how we could enforce the chain and a half.
6294. What did Mr. Heritage intend by his tender? He intended to tender according to the specification, otherwise his tender would have been put on one side and would never have been accepted, the specification being for a chain and a half.
6295. Are you sure you did not specify only for one chain—was there no correspondence? The correspondence was subsequent.
6296. After the tender was accepted there was some correspondence? Yes; when we discovered we had made a mistake and it was referred to the Crown Solicitor to ascertain whether we were bound to give Mr. Heritage the benefit of the mistake, we endeavoured to get another tender from Mr. Heritage which would be lower than the other tenders for a chain and a half, and he put in a second tender. As he had possession of the first —
6297. Was it thrown open to competition? No, he was allowed to amend his tender.
6298. Then in fact it was not a tender—it was an arrangement between you and Mr. Heritage? Not between me—I had nothing to do with it—I think “an arrangement” is an improper word.
6299. The word “tender” implies that the work is thrown open to competition? It need not be open to competition. A contractor may tender to do work at a certain price and under general rules. We had power to alter or to extend the contract, but we wanted to put ourselves right with the public, and to have the work done for the lowest tender. Mr. Heritage's tender was for £53, and that was lower than any other tender—his amended tender.
6300. Are you sure of that? Yes. A great deal depends upon that, and that is not only my impression but my firm belief.
6301. Any that were lower were from men who could not be relied upon? There was only one lower tender, and that was quite informal.
6302. Was there not one equal? I think not.
6303. How did this arrangement take place—was it in consequence of a remonstrance of Mr. Heritage? Mr. Heritage consulted with his friends, and it may be with his legal adviser.

6304. Why should he consult—had he not commenced the contract? No, nor had he signed the bond; we had that advantage, although we had sent him an official letter accepting his tender. W. R. Collett,
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6305. In other words, you were morally but not legally bound? It was a very nice point, and would bear argument on both sides. No doubt Mr. Heritage might shew the letter in Court. 31 Dec., 1861.
6306. Was Mr. Heritage ordered not to go on with the work? He could not proceed with the work till the bond was signed.
6307. Did not Mr. Heritage come to the Office once or twice; did not an altercation take place, and was he not ordered out of the Office? I cannot say; I was not present.
6308. Are you not aware of any note having been brought from the *Herald* Office, asking for a reconsideration of the case? Not at the time—some rumours came to me—it took place up-stairs, not in my room.
6309. You were not present when any arrangement was made? Not when there was any altercation.
6310. Mr. Heritage did not threaten the Government with Law or anything of that kind? I did not hear Mr. Heritage use any threats.
6311. Did he not come to you to remonstrate with you personally? He came once to me, and I stated it had better be amicably arranged; I believe that is all I stated. I had known Mr. Heritage before and thought him a very respectable person, a person I would have been very glad to give a contract to, but I had no action in contracts.
6312. You consider that public interests were benefited by the arrangement—that no injury was done? No injury was done; and I think it was a matter of justice to him.
6313. You think the public were not injured? I think it was very cheap at £53 a mile, a chain and a half wide, and filling up the holes.
6314. Is this the original tender of Mr. Heritage (*handing a paper to the witness*)? Yes, it is exactly as I stated.
6315. Are not some lower (*handing several papers to the witness*)? Not one, excepting that of Dunbar, which is informal; Heritage (No. 1.) £45, Vaughan £120, Abbott £56 13s., Greer £56 15s., Greer £55, Fisher £70, Odell £64 13s., Dunbar £47 10s.; that was informal, it did not state where the work was to be done; he is a brick-maker, and known to be of indifferent character—we could not take that. Cook £67 10s., Martindale £78, Martindale £77, Asser £77, Asser £90. I think the revised contract of Mr. Heritage is £53 a mile.
6316. Was not this £53 to be rateable, and to be added to for the extra half chain? No; to be carried out at that.
6317. There is another matter to which I would now refer:—Allusions have been made to a testimonial, have you any statement to make with reference to that? Yes; I was not aware that I had the document, but I presume that will speak for itself. This is the original document, with the names of the parties who subscribed to the testimonial; it has seventy-two signatures attached to it, and the Committee will be able to judge from it the manner in which it was obtained, and the parties who subscribed to it. I now beg to hand it in. (*The witness handed in the same. Vide Appendix B.*) I beg to call your attention to the date of the testimonial, the 29th of January, which was previous to the contract. It was asserted in evidence that I got this testimonial in consequence of their getting the contract.
6318. *By Mr. Hoskins*: I think the statement was that the testimonial was presented before you passed the contracts? I beg to state that this bears the signatures of some of the most respectable J.P.'s and residents in Murrurundi, and it does not bear upon the face of it that it was obtained by any contractor. The only contractor's name upon it is that of Mr. Martindale.
6319. Is not the name of Greer upon it? He was not a contractor at the time.
6320. *By the Chairman*: This does not state what each contributed? No; the sum was about £40.
6321. Do you not think it would be well in the case of contractors that they should not be parties to a thing of that kind? I could have no control in that matter; perhaps there might be some feeling of delicacy as to whether a contractor should be, but I do not consider contractors different from other people, and it is to be presumed that I am not to be influenced in the performance of my duty by a testimonial of £40. That testimonial was given to me, I presume, on account of my conduct and integrity in the performance of my duties. On a previous occasion I was presented with one of £190; to which I am not aware that any contractor contributed. It was given by about 200 gentlemen in the district.
6322. I have now to ask you with reference to a part of the road called the new cutting? (*The witness produced a plan.*) It might have saved a great deal of trouble if this plan, which I have had made for the use of the Committee, had been before them, because there has been considerable confusion, both in Mr. White's and Mr. Loder's evidence, as to the places referred to. I have had this drawn to scale, from Murrurundi to the end of the Doughboy contract, and it shews the length of the several contracts, the parties who contracted, and also the parties under whose superintendence these contracts were carried out.
6323. I should like you to give any explanation you may have to offer with reference to this work? I had nothing whatever to do with it. This is the contract on this side the range, which was laid out by Mr. Bennett very narrow, with twelve-foot bridges, against which I protested; but it led to the understanding that I was to have nothing to do with that contract; it was between Mr. Bayley and Mr. Bennett; and where these accidents occurred to Mr. Loder and Mr. White, it was in consequence of the bad arrangement, or bad metalling, or pitching, upon that portion of the road for which I am not in the slightest degree responsible. When I came into office I found that portions of that road, although passed by Mr.

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Bayley, were imperfectly done; and the alterations of which you have heard, that have been going on this year, have been done according to my directions, in order to repair the bad places that existed at the time referred to by Mr. Loder and Mr. White—where they got into this bog.

6324. It was really a bad piece of work? It was one of those pieces which exist in every mountain district, where, owing to a spring, or to something in the nature of the ground, it will not harden. There was a piece at Warland's Flat, where any quantity of metal would disappear in it. Pitching was attempted in that neighbourhood, and the pitching had also disappeared when I came to it, though in fine weather it bears the traffic.

6325. It was a bad road? It was a bad piece of road.

6326. You think owing to natural causes? Owing to natural causes.

6327. You think the contractor was not much in fault? The contractor was not in fault, because the contract was passed; but he was bound to maintain it, and it has never been out of the hands of the contractor, and will not be till to-morrow.

6328. Is it now in order? Yes, very good order.

6329. Then the contractor has overcome the natural difficulty? During the dry weather.

6330. Would logs laid across be any good? No; I would have nothing to do with logs.

6331. *By Mr. Hoskins*: What part of the contract is it? Exactly halfway up the range; it is a very short piece—only three or four chains.

6332. *By the Chairman*: Who was the contractor? Mr. Martindale; he is bound to keep this road in repair.

6333. I suppose the loss is to the contractor? The loss to the contractor is so much that he contracted to keep the road in repair, and of course if he has extra work to do on that road it costs him extra metal.

6334. Was the work done as it ought to have been by a contractor—was there a sufficient quantity of metal, or was the pitching good? I hand you a letter from Mr. Bayley to the Engineer for Roads, which will shew you how this was conducted. It is written to the Engineer of Roads, and although it is not signed, there can be no doubt about the authenticity of the document, for it bears all the official marks; that was written three days before I was appointed Commissioner. (*The witness handed in the same. Vide Appendix C.*) In this case, the very principle which seems not to have met the approval of the Committee was carried out by him on the other side of the range as by me on this.

6335. What principle? The principle of arrangements having been made between the contractor and engineer with reference to certain works, without any reference to the Minister. He admits that he made alterations, that he made arrangements, and that he substituted some things that were not in the specification for others that were.

6336. Then Mr. Bayley had condemned this work before, it seems? I beg pardon; I am not aware that he has condemned anything; I had no communication of any kind with reference to that contract.

6337. You had nothing to do with that part of the road at all? It intervenes between two portions of my road. It was intimated to me in the same manner as I might intimate to Mr. Quodling, that I need not take notice of that particular contract, as other parties were in charge.

6338. You are not aware that Mr. Bayley or Mr. Bennett condemned that piece of road? If they condemned it they condemned their own specification and work.

6339. *By Mr. Dalgleish*: You have stated that, as Commissioner, your duties are defined only by Act of Parliament? And in the general conditions.

6340. Which are contained in the printed document you have handed in? It was handed in, but has been returned to me. It is material that these conditions should be appended to my evidence. (*The witness handed in the same. Vide Appendix D.*)

6341. You hold that these are the only regulations under which you are bound to act? The Main Roads Act, and the general conditions.

6342. You stated that you do not hold yourself responsible to the Minister for Works, but to the Executive Council only? That is my view of the case.

6343. How do you account then for the fact of the Secretary for Works letting these contracts without any reference to you in any way whatever; is not that an interference with your duties as Commissioner? The tenders are first submitted to me for a report, and they then go to the Minister for him to act upon. When the whole table of tenders is sent up for him to assign the contract, my report would probably be to this effect:—A certain number of the tenders are informal; such or such a person's tender is the lowest, or any memorandum of that description. This memorandum is put upon the papers when they come from up-stairs; they then go to the Minister's room, and as I stated before, the invariable practice is to give the contract to the lowest tender.

6344. Of which you are the judge in the first instance? The figures are all produced. I could not falsify them.

6345. The mistake in Mr. Heritage's contract was not a mistake up-stairs, but of your own, seeing that yours were the first hands through which it passed? It depends upon whether I was present when the tender was opened.

6346. You have stated that the manner of dealing with these tenders is that the tenders are submitted to you? As a rule.

6347. Was Mr. Heritage's tender an exception? I must refer to my notes to see whether I was in Sydney. The tenders are not kept back because the Commissioner is not in Sydney, but there must be three persons present.

6348. *By Mr. Hoskins*: You say the tenders are previously sent to you to report upon? The tender is addressed to the Minister for Works, that tender is put into a box, that box is opened when three responsible persons in the Government service are present, generally the

the Colonial Architect, the Under Secretary, and myself. Occasionally some other person may attend, but that is the general rule. We take out these tenders without reading them, merely initialing and numbering them. The clerk puts down—"for Under Secretary," such a number of tenders; "for the Commissioner of Roads," so many; "for the Colonial Architect," so many; "for the Engineer for Harbours," so many. The tenders are then separated and sent to the different departments. I immediately hand the tenders for me over to the Chief Clerk, and to the Engineer for Roads and Bridges, to make an analysis of the different prices, and they are then entered on a large sheet of paper so that at a glance they may be seen. That analysis, to the best of my belief, was made out in this instance of Mr. Heritage's contract; but as in the last year I believe we had upwards of a hundred contracts, I should be very sorry to say for certain whether I was present when this tender was opened, although by referring to the dates I could ascertain. I have not been able to trace where the oversight occurred; if I thought it occurred when the papers were sent to me to have them revised I would of course at once acknowledge it, but I think the mistake occurred in the hurry of business in the upper part of the house.

W. R. Collett,
Esq.

31 Dec., 1861.

6349. You said, in reply to a question from Mr. Dalgleish, that after having opened the tenders, you report to the Minister those that are informal and also the lowest? Yes.

6350. Could he not himself see which was the lowest tender? We draw out a statement in a tabulated form, in order that the Minister may see at a glance, but he can see whether this is correct by reference to the original papers.

6351. Did you not tell us previously that contracts were let by a lump sum? That is a matter of previous specification; in some specifications it may be stated, "This tender to be for a schedule of prices, or for a lump sum," giving us the option of saying it is to be done for so much, or for a schedule of prices. In the instance under consideration, however, the acceptance of the tender was not by myself, or when I was in office.

6352. Is it understood that you are to represent to the Minister which you consider the lowest tender? Not what I consider, but which is the lowest tender.

6353. Would it be difficult for the Minister to find it out? It forms a record; it is done in a tabular form, and the Minister judges for himself whether the statement is correct; he has the whole of the papers before him. There is no recommendation, but simply the statement that such or such is the lowest tender. I have no objection whatever, if the Committee desire it, to submit the whole of the proceedings with reference to any one contract, which will shew how the business has been conducted; but I am certain of this, that during my tenure of office, the Minister for Works has not let any contract to any but the lowest tender.

6354. *By Mr. Dalgleish:* With regard to this tender of Mr. Heritage, in what way does any doubt arise as to the price at which Mr. Heritage originally tendered, namely, £45—would not the words of the tender bind him to make it in conformity with the specification, the general conditions, and to the satisfaction of the Engineer for Roads—what reason is there to suppose that Mr. Heritage did not mean £45 a mile, a chain and a half wide, considering that he had the specification to guide him—is the mere fact that there is a figure 1 before the words "chain wide" to be taken as evidence against that? I do not know what Mr. Heritage thought about it. I take the document as I find it, or as it was found.

6355. It was Mr. Heritage's own mistake? Yes; and if the letter had not been written accepting the tender, it might not have been difficult to have rejected it.

6356. Yes, but you accepted the tender in conformity with your own conditions, and not with his? That is a legal question.

6357. I understand you are the Commissioner for Roads? Yes.

6358. And the Main Roads Act says you have everything to do with the roads? Not with letting contracts.

6359. Can you find any other authority who has any power to do anything with the Main Roads other than yourself. I take you upon your own grounds? What is the question?

6360. The question is whether it is not your business to see that these tenders are properly drawn up, and that proper arrangements are made with respect to them? I found matters in that state, and I did not disturb them.

6361. Then you do not act exactly by this Main Roads Act? When a gentleman takes office it is impossible—however much he may wish to be a reformer—it is impossible for him in a few months to upset the whole previous arrangement, and to reorganize everything. I mentioned to Mr. Arnold that I was convinced that some different mode of procedure—something more defined—should be adopted for the public benefit. Both Mr. Arnold and myself have been of that opinion, but owing to the great delay, and the uncertainty of the means at our command, we could not make any alterations till the commencement of the next year. That certain alterations were necessary in order to define the relative positions of the Minister, the Commissioner, and the Road Superintendent, no one could be more aware of than myself when I first went into office.

6362. You have stated that you acted entirely by the Main Roads Act? I stated that my powers were given by the Main Roads Act.

6363. You have stated that you did not recognize Mr. Arnold as the head of your department, or as the person who is to give you orders—that the Executive Council alone have the power of interfering with or of deposing you? I do not say that I do not recognize him as the head of the department.

6364. As the head of your department? He is the Secretary for Works, and must be the head of the department.

6365. Am I wrong in my assumption that Mr. Arnold has not the power to depose you? I imagine not.

6366. How then can he be the head of the department if he has not that power over his subordinates?

W. R. Collett, subordinates? My friend Lord John Manners was the First Commissioner of Works, Palaces, and Public Buildings, and the other Commissioners were three Cabinet Ministers, but I do not imagine a Sub-Commissioner, even though a Cabinet Minister, can depose the Head Commissioner—it may be a matter of opinion.

Esq.
31 Dec., 1861.

6367. I do not wish to argue with you what Lord John Manners does? I argue from my experience in the Mother Country.

6368. The fact of Lord John Manners being your friend is nothing to do with me, nor I presume, with the Committee. What I want to know is—how it is if Mr. Arnold is the head of your department, that he has not the power, or that you suppose he has not the power, to depose his subordinates? I assume from the Act of Parliament—

6369. Who makes the appointment? The Governor with the advice of the Executive Council.

6370. Who appoints the subordinate officers? The Governor, with the advice of the Executive Council.

6371. So that you, as Commissioner of Roads, have not the appointment of your own subordinates? I have not.

6372. How long have you been in the service? In this Colony?

6373. In this Colony? Eight years the 18th of next month.

6374. Have you filled a similar capacity elsewhere? The capacity of Commissioner?

6375. Either of Commissioner or of road-maker in any way? I am not a road-maker; I am not aware of such a capacity; I am not a road-maker now.

6376. What were you previously, if not a road-maker—a Superintendent? I was Managing Director and Engineer.

6377. Of what? Of twenty-one railways, sundry harbours, roads in South America, Spain, and several other undertakings I can mention.

6378. Then this description of work or superintendence is quite familiar to you? Quite familiar; I have always been accustomed to have engineers and contractors under me.

6379. When did you make the acquaintance or come to the knowledge in any way of Mr. Quodling? I met him once last year, when a short conversation ensued, when he said that I was to mind my own business.

6380. What led to that result? Merely wishing to be on terms with a person of the same capacity as myself—to have a friendly understanding with him.

6381. It was merely an attempt to have a friendly understanding with a brother officer? Yes; our districts meeting; he being at one end and I at the other.

6382. He would not tell you to mind your own business unless something had preceded it? I must beg to inform you that the whole of the Northern Road was under my charge, including his district. I was the Surveyor from Maitland to Armidale for four years, therefore when it was thought fit to appoint two Superintendents, I was naturally inquisitive to know how the engineering works such as those over the Moonby Range would be carried on, and it was no unnatural question to ask him, as he had been appointed Superintendent, how far the improvements had been made.

6383. What led to him telling you to mind your own business? Nothing whatever; it was merely the young gentleman's manner.

6384. He certainly would not have told you to mind your own business without any previous remark from you—were you not telling him how to conduct his own work? I am not aware.

6385. Were you not interfering with the manner in which he was conducting his own work? Certainly not, for the interview took place on my own ground.

6386. You were perhaps on neutral ground—you say you were placed at two extremities of the road? I was at Murrurundi.

6387. This circumstance left an unfavourable impression on your mind with regard to Mr. Quodling? With regard to his manner.

6388. This unfavourable impression must have been left on your mind? I did not consider it worth my notice.

6389. Still, for a matter of trifling moment, you seem to have remembered it a long time? It took place only last year. You asked me when I first became acquainted with Mr. Quodling, and I have stated the circumstances of my first acquaintance.

6390. I asked you in consequence of what you had stated previously—you stated that Mr. Quodling told you to mind your own business—I simply wanted to know what led to that? Nothing led to it that I am aware of.

6391. Had you met with Mr. Quodling since that, before you were placed in power over him as Commissioner? On my first visit to the works I went up to give Mr. Quodling directions.

6392. That was the next interview? The interview did not take place, for Mr. Quodling was absent without leave, and I could not give him directions—he was not to be found.

6393. How long a line of road had Mr. Quodling under his care at this time? I am not aware that he was on his line.

6394. How long was his line? What he called 135 miles.

6395. What do you call it? I call it 121 miles.

6396. Is it in Mr. Quodling's power to call it anything more than it is—is he not told to take charge of a number of miles when he gets instructions? No, he gets no instructions. Previous to the new road being made it was much longer than at present; at present the road is 121 miles 62 chains.

6397. At what part of the road was it you appointed to meet Mr. Quodling? Doughboy Diversion.

6398. How long is Doughboy Diversion? Two miles and a half.

6399. He was not on that two miles and a half—had you sent him a letter to say that you intended to meet him there? I think not.

6400.

6400. He had no idea you would be there to have an interview with him;—are you sure that he was not at the other end of the road, 121 miles away? I was informed that he was at Glen Innes, which he admitted himself. W. R. Collett,
Esq.
6401. At that time were you aware that he was not on some other portion of his road? 31 Dec., 1861.
I presume if he were not there he was somewhere else.
6402. My question is a very simple one:—You state that this gentleman had 121 miles of road under his charge, and that you did not find him on two miles and a half of it; did you presume because he was not on that two miles and a half that he was not on any portion of the road? I do not presume at all—I say Glen Innes is 60 or 70 miles north of his district.
6403. What was he doing at Glen Innes? I am not aware.
6404. Had you any communication with regard to Glen Innes? I spoke to him and said I would not allow it.
6405. Had you any correspondence with him with regard to this visit to Glen Innes, or any letter from him? I said I would not allow him to leave his district.
6406. Was there any correspondence? I had no correspondence with him.
6407. Did he correspond—my question is simple enough? The question is, did I correspond with Mr. Quodling; my answer is, I never corresponded with Mr. Quodling. You do not seem to be aware of our relative positions; there is a certain routine in these matters. Mr. Quodling was reprimanded for being absent.
6408. Had Mr. Quodling any correspondence or directions from the Office, or from any person, officially or semi-officially, with regard to Glen Innes? I am not sure whether the word "Glen Innes" was ever mentioned. He had the reprimand which is before the Committee. When I returned to Sydney I directed a letter to be written to Mr. Quodling, stating that he had no right to be absent from his district. That letter is in evidence, or if not I will produce it.
6409. I am asking you about the time when you missed him from his beat, and when you state he was at Glen Innes—I ask you whether there was any communication made to him that would take him to Glen Innes? I know nothing about Glen Innes except that he told me himself that he was there. I do not know whether that is evidence.
6410. Was there anything in the shape of duty to call him there? Certainly not; as Second Superintendent of the Northern Road it is impossible for a person to do his duty out of his district; he is appointed to a certain district and is to keep there.
6411. Are there any letters in your Office from Capt. Martindale, directing Mr. Quodling to take charge of the Glen Innes Road? No.
6412. Are you certain? I am not.
6413. If there were any directions from Capt. Martindale to that effect, would not that be a reason for his going to Glen Innes? During Capt. Martindale's commissionership—not during mine.
6414. If you had taken no steps to countermand that order would not that be sufficient? If an order had been given it would have some limit, for ———
6415. Give a straightforward answer, and then explain after—that is the usual way? What is the question? (*The Short-hand Writer read the preceding question.*) My answer is, that if an order were given by the previous Commissioner, it would be for a particular time, and for a particular duty. Mr. Quodling was appointed Superintendent of the second district of the Northern Road, and if an order had been given by Captain Martindale that he was always to go to Glen Innes, I should, when I was appointed Commissioner, have given a counter order, that he was not to go; but if this order is in existence, it will be found, I have no doubt, that it refers to a single visit to Glen Innes, at the request of the Magistrates of the place. At all events, he never applied to me for an order, and the moment the affair came to my knowledge he was reprimanded for having been absent without leave.
6416. If leave had been obtained from the former Commissioner, and not cancelled or recalled by you, would Mr. Quodling be doing his duty, or exceeding his duty, by going to Glen Innes? He would be exceeding; for knowing Captain Martindale very well, I feel assured that his leave was only for a specific visit, and not a general leave of absence; so that he would not have been doing his duty.
6417. You reprimanded Mr. Quodling without taking any steps to inform him that he was to discontinue his visits to Glen Innes, or that the leave which had been granted previously, if granted, was withdrawn? I know nothing about the leave. I will make inquiries by the next meeting whether there was anything of the kind. It is very unusual; but I should imagine Mr. Quodling was the person to have produced that letter, if he has it. This order from Captain Martindale could not have existed in 1861.
6418. If the leave had been obtained from Captain Martindale previously, would it not have existed until it had been recalled? I cannot understand leave to a Superintendent to last for ever; it would be necessary for him to be on his own road to send in his fortnightly lists, and he could not have leave for ever and a day.
6419. If he had leave to superintend a certain road I presume that would last till the road was finished? If that were the case; I am not aware of any certain road; besides the road could not be in Glen Innes; it must be from Glen Innes to some other place. I do not know where the money comes from—where it was found; all these things have to be proved. I am quite ignorant of the matter. A great deal will depend upon the dates.
6420. So that the first communication made to Mr. Quodling was to censure him for being absent from Doughboy Hollow? I do not say it was the first; it was one of the earliest.
6421. I understood you it was at your first visit to Doughboy Hollow? At my first visit he was absent.
6422. Immediately on your return you wrote to censure him for being absent? I did.

- W. R. Collett, Esq.
31 Dec., 1861.
6423. Did you go through the entire length of the road Mr. Quodling should have been on at that time? Yes, I suspect I did; I met Mr. Quodling.
6424. Are you sure you did? I met Mr. Quodling at Tamworth, if I recollect right, on his way back from Glen Innes.
6425. Is Tamworth in Mr. Quodling's district? Yes; where he lived.
6426. How far from his work? In the centre of his work.
6427. How long was this after he said he had been at Doughboy Hollow? I do not understand that question.
6428. What day were you at Doughboy Hollow when you found Mr. Quodling absent, to the best of your recollection? The 6th April.
6429. On what day did you meet Mr. Quodling at Tamworth? Probably the 9th or 10th April.
6430. Then you found him in the middle of his line of road? I found him at this place in the middle of his work.
6431. At what time of the day was it—was it in the evening? No.
6432. The morning? The morning.
6433. At what time? There seems to be some discrepancy in the time. I dare say it might be 12 o'clock, if he left Goonoo Goonoo in the morning.
6434. Might it not be possible, if the Superintendent were travelling upon his work, and arrived at Tamworth about that time, that he might stop to dine? It would be very possible for him to dine at any hour.
6435. He has no given hour? I made no rules as to the hour of the Superintendents' dinner; they have to get them when they can.
6436. Seeing that to be the case, he might be requiring necessary refreshment. You seem to lay some stress upon his being in Tamworth? Not the slightest; I simply said he was at Tamworth.
6437. He was then on the line of road? He says he was on his way from Glen Innes. I state that he was not on the works when I went to give him orders.
6438. What date was that? I believe the 6th April.
6439. Did Mr. Quodling accompany you from Doughboy Hollow in April? I am thinking whether he accompanied me to Doughboy Hollow from Tamworth; we went to Armidale together.
6440. This absence was not very important. Did you find fault with Mr. Quodling at that time? Undoubtedly I wrote to him reprimanding him.
6441. When you met him? Yes, in strong language; that is, as strong language as I use to an officer.

APPENDIX.

A.

Telegram from Commissioner for Roads to A. C. Bayley, Fass. 12 December, 1861.

You must entirely use your own discretion. If you come bring all your papers and all my scraps of instructions. Mr. Faunce can take charge on your responsibility.

WILLIAM R. COLLETT.

B.

To W. R. Collett, Esq.,
Commissioner of Roads, &c.

Murrurundi, 29 January, 1861.

Sir,

We the undersigned, inhabitants of Murrurundi and the surrounding district, beg to offer you our congratulations on your appointment to the office of Commissioner of Roads.

We also wish to bear testimony to the able manner in which you have conducted the duties (during a long period) of Superintendent of the Main Northern Road.

While acknowledging your services, we cannot but express our approval of the improvements on the roads and other public works, which have very much tended to the progress of the northern part of the Colony.

In presenting you with this small tribute of our respect, we cannot but regret the temporary loss of your services, and only hope that your successor may be able to perform the many duties incumbent upon him with the same zeal and efficiency.

In taking leave of you (let us hope for a short time only) we respectfully and sincerely wish you and your family health and happiness.

We have, &c.,

Alexander Brodie,
H. Wheeler,
Lewis Cohen,
George Sidney,
William Wightman,
Henry Nancarrow,
William Leys,
W. H. Nancarrow,
Jas. Sevil,
W. Simpson,
John Mullens,
R. Keeneen,
R. Cummins,
Denis Reardan,
John Woods,
James Cashman,
Jerry Cary,
Patrick Cashman,
Coleman Hogan,
Thos. Callman,
Daniel Mullens,
Denis Shanahar, junior,
W. M'Guntly,
William Sector,

W. Hy. Worrord,
Henry A. Stott,
Abel Stott,
Thos. Sands,
Rich. Sands,
A. Allingham,
J. Odell,
Wm. Shaw,
Patk. Mullins,
Abraham Wilde,
B. Pethick,
James Hannaford,
Edwd. W. Hannaford,
Thomas Greer,
William Shaw,
James Hamsford,
Wm. Webeck,
G. Webeck,
T. Webeck,
Berrima Ceery, senior,
James Wilner,
John Piggott,
John Piggott, junior,
John B. Sutherland,

William Doyle, senior,
William Doyle, junior,
William G. Brown,
Daniel Sutherland,
Thos. Finlen,
Conno Callinar,
James Northy,
Joshua Rose,
W. Nichols,
William Alfred Gordon,
John Walsh,
M. Edwards,
Joseph M'Carthy,
John P. Wightman,
G. G. Brodie,
Geo. Munro,
B. Brodie,
A. Munro,
Joseph Martindale,
H. F. G. Williams,
Thos. Abbott,
A. C. Bayley,
Charles Thorpe.

C.

C.

Sir,

Murrurundi, 12 January, 1861.

W. R. Collett,
Esq.

I forward by this day's mail an account of the extra works done on the Murrurundi Gap. In another fortnight the work will be completed and ready for inspection. The gravel I condemned has set very hard, and the traffic does not seem to have any bad effect on it; but of course I cannot say how it will be affected in wet weather. In every other respect he has carried out well, and has always altered everything I have found fault with at once, and if the money that I have already returned for could be paid to him, I do not think it would do any harm. We shall begin pile driving next week at the Murrurundi Bridge; he has a great deal of timber ready on the ground.

31 Dec., 1861.

I have, &c.,

Engineer for Roads,
Sydney.

Enclosed I send you a letter I have received from Mr. Martindale.

D.

THESE Conditions were submitted to the Minister for Works, and approved of by him officially, and independently of the general powers of the Commissioner for Roads, the clauses Nos. 5 and 10 give him the authority to define, alter, and extend contracts as he may think fit.—W. R. C.—24/12/61.

DEPARTMENT OF PUBLIC WORKS.

ROAD BRANCH.

General Conditions of Road Contracts and Taskwork.

1. The works to which these conditions refer, include the supply of all tools, materials, and labor, and everything else requisite to complete the works specified, to the entire satisfaction of the Commissioner and Road Superintendent.
2. The Contractor is on no account to commence any contract without an order in writing, signed by the Road Superintendent; and no claim for work executed without an order will be admitted.
3. Should the Road Superintendent be dissatisfied with the quantity or quality of the work done, or metal delivered by the Contractor, the Commissioner shall have power to annul the Contract, and the Contractor shall forfeit all claim to payment for work done, or material delivered, with which the said Superintendent may be dissatisfied.
4. The Contractor is to afford every facility for the passing of the traffic during the execution of the work, and if necessary, to provide new or keep the existing out-turns in repair, and also to provide proper guards for the drains and water-tables.
5. In case of any defective description or ambiguity in the specification, or in memoranda of Contracts, the explanation given by the Commissioner shall be final and binding on the Contractor.
6. To secure the proper quantity of metal or gravel, it will be measured in heaps before being spread, but it shall be competent for the Road Superintendent to re-measure such metal on the road when spread, should any suspicious of fraud on the part of the Contractor arise.
7. The advantages conferred by the Road Acts for obtaining materials for the Roads will be enjoyed by the Contractor, as the Commissioner's Agent, but the Contractor will be liable for all damages to be paid under said Acts, and he is not to use or to permit such materials to be used for any other purposes than the execution of the work for which he contracts with the Commissioner.
8. The Contractor to be liable to all risks from floods or other accidents during the execution of the works.
9. Payments to be made at least once a month, at the rate of 90 per cent.; the remainder to be paid after the Road Superintendent and overseer shall have certified that the whole of the works have been completed to their satisfaction.
10. In every case the Commissioner reserves the right of executing any greater or less quantity of the work than that mentioned in the specifications, at the Schedule prices, and where the Contract is for a bulk sum, an increase or decrease of the price will be made in proportion.
11. All moneys due on account of Contract will be paid to the credit of Contractor, in Bank of New South Wales, or such other Bank as Contractor may request.
12. All water-tables and side-drains to have a proper fall to outlets and culverts, and new outlet-drains made where directed by the Superintendent.
13. The sides of all cuttings, side-drains, water-tables, &c., to have a slope of at least 1 to 1, except when in rock, or otherwise specified; the sides of embankments to have a slope of $1\frac{1}{2}$ to 1.
14. All measurements will be made by the cubic yard of 27 cubic feet, unless an equivalent in lineal measurements in forming is assented to by the Commissioner and Road Superintendent.
15. The penalty for non-completion of Contract or task within the time mentioned will be strictly enforced by the Commissioner, unless sufficient and satisfactory reasons are shown to the contrary, and an extension of time obtained from him on application through the Road Superintendent.

THURSDAY, 2 JANUARY, 1862.

Present:—

MR. DALGLEISH,	|	MR. HOSKINS,
MR. GARRETT,	|	MR. LUCAS,

MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

William Rickford Collett, Esq., Commissioner for Roads, called in and further examined:—

6442. *By Mr. Dalgleish*: Did I understand that you have been Engineer for Railways in Spain and other countries? I stated that I laid out engineering works in Spain and other countries, as managing Director of the Companies.

6443. Not as Engineer? I worked with the Engineers.

6444. I asked you a question, in the beginning of this examination, as to whether you were an Engineer? I say yes; that is what I answered.

W. R. Collett,
Esq.

2 Jan., 1862.

6445.

W. R. Collett, Esq.
2 Jan., 1862.

6445. I think you stated you had been employed on some lines of Railway in Spain and South America—will you mention what lines of Railway you were Engineer for? I was Engineer for no lines of Railway. Before this examination is pursued further, I wish to refer to a statement which has been made, that I am giving my evidence with reluctance.

6446. *By the Chairman:* Where has it been made? In the House of Assembly. It has been stated that I am giving my evidence with reluctance, and that on that account certain facts and deductions cannot be arrived at. I beg leave to deny that statement, and to say that up to the present time, at least, I have been anxious to afford every information in my power; but if I am to be considered as a reluctant witness, the probability is that I shall become a very reluctant one; and before proceeding further, I should wish the Committee to say whether they think there are any grounds for the assertion of which I complain. (*Several members of the Committee individually expressed their dissent from the statement referred to.*) When I was here the last time, I did not press the production or reading of certain papers which I then offered to lay before the Committee; they are, however, papers which I consider bear most particularly on the subject, being reports up to certain dates, which relate not only to the previous state of the contract, but also to its present position; and I would rather abide by written statements than by any oral ones. They are not so long but that they might be read in a few minutes by the Clerk. I was asked whether I had any person to corroborate some statements of mine on certain points, with respect to which you stated that there was a great discrepancy between my evidence and Mr. Quodling's, on which I answered that I had certain reports from certain officers with respect to the contract which were corroborative of my statements. These reports I now wish to hand in, and you may of course afterwards examine these individuals.

6447. I think we put off taking these reports because they were not produced at the time? They were produced at the time, and the question was whether they should be read. I laid them on the table, and it was remarked that they could not be admitted as evidence until they were read, and I deferred the reading of them till your examination was concluded.

6448. We will take them all in by and by—there is no necessity at present? I beg to state that the Committee requested me to produce certain papers to-day. I was told to bring papers which bear on my previous evidence, and I wish to hand them in. Are these to be taken in?

6449. Certainly. We will certainly receive them before you go to-day? Mr. Dalgleish asked me the other day, whether there was any official statement regarding Mr. Quodling going to Glen Innes. In answer to that question I beg to hand in copy of a letter from the Department of Internal Communication, dated 13th December, 1860, and signed "R. Cooper Walker, Chief Clerk." (*The witness handed in the same. Vide Appendix A.*) There was another question also asked, whether there was any official communication from the Office requesting Mr. Bayley to superintend the works at the Gap. I wish now to hand in copy of letter, dated 8th August, 1860, signed by Mr. Bennett, and addressed to Mr. Bayley, and I beg to state that this is the only official document I have in the Office respecting that. (*The witness handed in the same. Vide Appendix B.*) I understand that I am to have an opportunity of putting in the reports and statements before the investigation is concluded.

6450. *By Mr. Dalgleish:* How many officers are there under your supervision? Seven Superintendents—

6451. First or second class? Four first and three second class. Thirteen Overseers, one Chief Clerk, one Engineer for Roads and Bridges, one Assistant Engineer for Bridges, one Draftsman, one Clerk and Accountant, and one Register Clerk.

6452. Which of these officers is next in authority to yourself? On the roads the first class Superintendents are the next, and in the Office the Engineer is the next; but the Engineer, I presume, takes precedence of the Superintendents.

6453. *By Mr. Lucas:* What is the salary of the Engineer? £500.

6454. And he takes precedence of those who are getting £600? There is an allowance to the Engineer for travelling expenses, but the £600 includes all travelling expenses.

6455. *By Mr. Dalgleish:* What are the duties of the Chief Clerk? His duties are to communicate in the name of the Commissioner to the officers generally, to check all the Commissioner's cheques—

6456. In what way does he check the Commissioner's cheques? They are not valid at the bank without his initials.

6457. What is the intention of this initialing by the Chief Clerk? I presume as a double check, and also as a means of registry. It would not be a valid document without it.

6458. Is it a mere matter of form? Certainly not.

6459. Have you any power to compel the Chief Clerk to sign his initials if he should refuse? The Chief Clerk initiates the business—he hands me in the cheques to sign.

6460. In all instances? In all instances, and the check is that if I am in the country and it goes by post, if the cheque were lost with my signature alone, it would not be paid.

6461. But there is no check whatever on the payment itself—We understood him to say, when before the Committee, that you had written certain letters authorizing him to send a cheque for a certain amount without a voucher? Without a certificate from myself.

6462. Without a voucher at all? My letter is the voucher; it is for work done.

6463. Would your letter contain the particulars in order that the Chief Clerk might check it? It would direct a payment in advance when the contract is for a bulk sum; but certainly it would not require in that instance the particulars.

6464. A bulk sum has always reference to a schedule of prices? Tenders are sent in for a bulk sum and for a schedule of prices.

6465. And you can take which you like? I can take which I like, and fall back on the schedule of prices.

6466. Can the contractor fall back on the schedule of prices? Not unless there is extra work done.

6467. And then he can only fall back on the schedule of prices for the extra work? I W. R. Collett, should hesitate in allowing him to do otherwise; I am not quite certain on the legal point; Esq.
I should be sorry to give a very decided opinion; it has never occurred.
6468. Have you ever paid money by telegram to the contractors—by a telegraphic order? 2 Jan., 1862.
I have repeatedly ordered that a cheque should be sent to me to sign; a telegram will not pay a contractor.
6469. Have you never received telegrams from the Superintendents, asking for a remittance, or authorizing a remittance to the contractor? I should imagine not. They would, in the course of office, go to the Chief Clerk; they would hardly come to me; I do not state that I have not received that, but I am not aware of any particular instance. It would be very unusual for a Superintendent to telegraph to me to pay money to a contractor; he would telegraph to the Chief Clerk.
6470. I will admit when I say "you," I mean the department—Would the department attend to a telegram from a Superintendent—purporting to be from a Superintendent—by placing a cheque to the credit of a contractor? Would he be authorized, do you mean?
6471. I say would you do so—If you received a telegram from a Superintendent requesting that a sum of money might be placed to the credit of a contractor, would that telegram be attended to in the Office? Almost invariably. For instance, nearly the whole of the Albury Bridge money was paid in that manner.
6472. What guarantee have you that this telegram is authentic? I have no reason to doubt its authenticity.
6473. How would you know it was authentic? On the same ground as you would say a letter was authentic.
6474. Could not any individual send such a telegram—there would be no initials—nothing to verify it? The telegram in such a case would be from the Superintendent of Roads.
6475. If I knew the name of your Superintendent on the Border, for instance, could I not send a message to the Telegraph Office, requesting that a certain sum should be placed to the credit of a certain person—could not the contractor send this telegram himself? I am perfectly aware it is in the power of everybody to commit felony. Of course it is in the power of any person to send a false telegram, the same as it is to kill a man or burn down a house.
6476. I am simply asking whether you have any means of verifying these telegrams? It would make no difference even if the money were paid into the bank; it could only be paid out on the cheque of the contractor to whose credit it was paid; it would be of no earthly use to any other party. In every case there is an account opened in some bank to the credit of the contractor, and the bank has the contractor's signature, upon which alone the money would be paid out, so that if any person did send a false telegram he would have to commit a double felony, by forging the contractor's signature, before he could gain anything by it. The money is not sent to the contractor; it is paid into the bank, to be drawn on his signature; we send no complete cheques by post.
6477. If a contractor thinks proper he can send down a telegram himself, as if from the Superintendent of Roads, receive £500 to his credit, draw the money out of the bank himself, and decamp, and you might whistle for him? That could not be the case when we receive these fortnightly reports from the Superintendents.
6478. Mr. Shairp says that £500 has frequently been paid by telegraphic order? Frequently.
6479. In this case does it matter whether there are fortnightly or monthly returns—Could not this £500 be appropriated by any person who chose to be dishonest? Mr. Shairp could not have said telegraphic messages from the contractors ever came.
6480. From the Superintendents? From the Superintendents, yes.
6481. In what way would you verify these? By the Superintendent's report that the work is in progress, and so much done. A man cannot send for £500 if he has done no work.
6482. Do you get fortnightly returns from all the Superintendents? It is one of the rules.
6483. I know it is one of the rules, but it seems to me there are a certain number of them you do not put in operation? There may be a flood, or some other cause to delay the Superintendent's report; but it is a rule I very strictly enforce.
6484. So that if you received a telegram, you would think you were perfectly right in transmitting this cheque to the contractor? Paying the cheque to the credit of the contractor at the bank, if the telegram came from the Superintendent.
6485. And you have no means of verifying that this telegram does come from the Superintendent? I am not aware of any.
6486. That is what I wish to know—you might have a private cypher or some precaution? The precaution is this, that if I signed a cheque to an improper person I presume I should be liable for that cheque; I should not foolishly pay away £500 of the public money. If I did I very much question whether I could get it back again.
6487. I understood you to say that the duty of the Chief Clerk was to check the accounts before these accounts were paid, and that is the reason why I have asked about payments by telegram—if there is any possibility of checking vouchers for work done if they are not received, but merely a telegram authorizing the payment of money? On account.
6488. All payments are on account until the work is finished, are they not? No, most of the payments are on "I" form—vouchers for work done and actually measured; it is the exception to pay on account.
6489. Are not all these sums on account of the entire work—although there are vouchers that certain work is performed, the payment is on the whole contract? No, on that particular portion.
6490. And if another portion of the work is not done—say you have paid for metalling, but two or three bridges are not erected—then how would you provide for the construction of these bridges if it should be found there were not sufficient funds in hand to finish, seeing
that

W. B. Collett,
Esq.
2 Jan., 1862.

that they were the most difficult portion of the work? We always keep sufficient money in hand to finish the contract and ten per cent. besides.

6491. I understood you to say these payments were on account? When the contract is for a bulk sum. When it is for a schedule of prices payments are only made for the work done in respect to those prices.

6492. There is a document here in the Appendix to the evidence, marked H—it states, "Specification of work required for Doughboy Diversion"—"General Conditions" it is termed—are these the general conditions of the contract? I do not admit that to be the specification; I must see it first before I admit that. (*Document referred to handed to witness.*) This is not a true copy of the specification.

6493. What part of this is wrong? You have the original specification.

6494. These are the general conditions? They are not the general conditions under which I act. The general conditions I handed in the other day.

6495. Are these the general conditions Mr. Quodling was supplied with? No, I beg to state that Mr. Quodling was not supplied with any conditions except a copy of those I put in yesterday.

6496. There is a letter or communication marked F—"Metal to be put on road half cubic yard to the lineal yard without being measured in heaps, as directed by Mr. Collett. A. C. BAYLEY"—did you direct this to be done in this way? I gave a memorandum to Mr. Bayley to that effect.

6497. That the metal was not to be measured in heaps? Will you tell me the date you refer to, if you please?

6498. The 12th August? I beg to state that the metal had previously been all measured in heaps and certified by Mr. Quodling. If you will have the goodness to refer to that part in the valid document, you will see I have the power to alter the general specifications and conditions.

6499. We will come to that, I have no doubt—what thickness of metal would half a cubic yard to the lineal yard spread over a road 18 feet wide? That depends entirely on whether it is spread uniformly, or whether more is spread in the middle and less at the sides.

6500. Spread either uniformly or with a rise. Give us it uniform, and then we can allow for the rise. Tell us what thickness we should have at the sides and what at the centre, giving the convexity required for the road? That is an impossible question; you assume two things.

6501. I will not assume any? You wish to know how many cubic feet there are in half a cubic yard; $13\frac{1}{2}$ feet.

6502. No, I want to know what thickness of metal it would spread to on one lineal yard 18 feet wide? Three and three-quarters according to specification.

6503. I make out a different result? I understood it was the thickness of metal you required. If the metal is to be spread 9 by 6, I must take the average of $7\frac{1}{2}$.

6504. I am not giving 9 by 6—I simply want to know what thickness of layer the metal would present spread on a level road—spread anywhere—18 feet wide—what thickness of metal should we have—what thickness of a layer? I do not exactly understand the question.

6505. What thickness of metal would half a cubic yard spread over a lineal yard of road 18 feet wide? One lineal yard 18 feet wide.

6506. That is the width of the road—and to spread half a cubic yard on every yard? Does it state 18 feet wide?

6507. Yes, it states 18 feet wide on every description of the road I have seen? If I understood you rightly—the original specification is 9 in the centre and 6 at the sides, giving a mean of $7\frac{1}{2}$; but I am not aware of 18 feet wide—I have only spread it 15 feet wide. If it is 18 feet wide, there are $33\frac{3}{4}$ cubic feet per lineal yard, and half the quantity would be half $33\frac{3}{4}$, or 16 feet $10\frac{1}{2}$ inches.

6508. If I am wrong with respect to the width, perhaps you will state what the width should be. This is what it says:—"The metal to be of the best and hardest available stone—blue columnar basalt—to be broken, &c.,—to be spread to the width of 18 feet, 9 inches deep—in the centre and 6 at the sides?" Well, the average depth of that will be half $7\frac{1}{2}$ — $3\frac{3}{4}$.

6509. Will half a cubic yard to the lineal yard spread metal of that thickness? Undoubtedly; not over 18 feet but over 15 feet, which were my directions; an average only of 3—the same average as the other—half of 9, which is $4\frac{1}{2}$, and half of 6, which is 3, viz., $3\frac{3}{4}$, would give 3 inches, which is the half of 6 inches, which would be the *uniform* depth of metal spread over a road 18 feet by 3 feet from a cubic yard of metal containing 27 cubic feet; whereas a road $18' \times 3' \times 7\frac{1}{2}''$ as per specification, $33\frac{3}{4}$ cubic feet, or $\frac{1}{6}$ more than a cubic yard of 27 feet.

6510. Then you are only going to put it on half the thickness mentioned here? Only half the thickness.

6511. Why reduce it? Because I put 9 inches of pitching underneath it; I increase it instead of reducing it.

6512. 2,800—is that the entire length of road that has to be metalled? No.

6513. What length of road has to be metalled? Any length I specified.

6514. Do you know what length you have specified to be metalled? I know the length I specified to be pitched, and I know the quantity of metal broken, which I directed to be put on as I thought best. It has been half a cubic yard, 15 feet wide, generally speaking, on pitching 18 feet wide. In other places, where it is on rock, there is perhaps less. I cannot say there is any of the best metal placed on rock, for a reason which I gave the other day, for I thought this hard metal on rock would not form a good road. I conceive the 2,800 lineal yards of pitching to be equal to 3,500 cubic yards of metal, and in the original specification the whole quantity of metal was only 3,520 yards. I have in addition made the contractor supply me with 1,000 yards—I might safely say 1,200 yards—of the best broken

broken blue metal, and 1,300 yards of inferior metal, in order to set the pitching, and besides a very large quantity of blinding—in opposition to the original specification of 3,520 cubic yards of metal. W. R. Collett, Esq.

6515. How much do you state Mr. Quodling has certified for? For 1,200 cubic yards of the best metal, which was all that was required. 2 Jan., 1862.

6516. And what was this 1,200 cubic yards to go on? As directed.

6517. I find a letter here, marked D—"Mr. Martindale is to break 1,600 cubic yards of metal, and to pitch 2,800 lineal yards of road, 18 by 9 by 6."—Now this is evidently both to pitch and to metal? Yes.

6518. And to metal at this depth? What depth?

6519. 9 by 6? No; the pitching is 9 by 6, not the metal. The pitching was substituted by me for the original metalling, an equivalent 3,500 yards of pitching to 3,520 yards of metalling in the original contract.

6520. Is it usual to state the size of stone for pitching? The stone is not stated there. It is stated to be 9 inches in the centre and 6 at the sides. That does not imply that the stone is not to be buried that distance in the ground; that is to be the form of road.

6521. That is to say, 3 inches of convexity on the road? Yes, in 18 feet.

6522. And then the metal is to be laid on, half a cubic yard to the lineal yard? Yes. You must be perfectly aware that those are most unofficial documents. They were only given to the person in charge of the works as the only way I could give written orders on the works, because he did not like to take verbal ones; and they really are not documents to bring before any Committee at all. It is very hard for me to be cross-questioned about things which I consider most unofficial—not that I deny the truth of them, although I have never seen them here; they have never been submitted to me to know whether they are my writing; I am perfectly ignorant of them—the same as the letter of Mr. Hannington, which I pronounce to be a most incorrect document. I have not had an opportunity of seeing one of these papers. It would be quite as easy for these papers to be forged as telegrams. However, as I said before, my wish is to give all information.

6523. These 1,600 cubic yards have not been supplied? Yes.

6524. I thought you said 1,200? I say 1,200 were certified by Mr. Quodling, and there have been at least 1,000 cubic yards since—although I do not say there have been 1,000 yards best blue metal.

6525. With regard to 1,600, there is another letter dated 27 June—"The original contract of Mr. Martindale for Doughboy Diversion was signed for £6,379. 1,000 cubic yards of blue metal will be required, cost £235."—Is that an extra? I must call attention to that letter. That is a letter which I wrote for Mr. Bayley to send to me, in order to induce the contractor to accept it, and which the contractor has not accepted.

6526. Would these be extras—these 1,000 yards—would this £235 be in addition to the £6,379? I do not admit that letter to be anything binding on myself or the contractor.

6527. I am not asking about its being binding—Supposing the letter to be acted upon, I wish to know whether the £235 for blue metal would be in addition to the first contract of £6,379? That is a very difficult question. I do not wish to evade it, but the £6,379 being for a bulk sum, it is very difficult for me to answer for any part which is a schedule of price. It is a much more difficult question to answer than you imagine.

6528. Perhaps you will answer it to the best of your ability, and qualify your answer in any way you like? I will answer in so far as what the intention of that letter may be; but you will understand that that letter is no document at all—it is not evidence.

6529. We have it here in evidence? It has been put in for evidence.

6530. It is not for me to judge whether this letter is evidence or not—seeing that it is from the Commissioner of Roads I thought perhaps you would be able to explain as to whether —? I beg your pardon, it is not from me; the letter is signed—"A. C. Bayley."

6531. "I hold Mr. Collett's original letter, which this is a fair copy—A. C. Bayley?" Mr. Bayley had better produce that letter. It cannot be in evidence till you have my letter; it is not my letter at present; besides if it were, it is only with reference to an endeavour to induce the contractor to consent to it.

6532. You spoke of this letter several times when Mr. Forster was asking you questions, and you have already admitted the letter? I admit the letter to a certain point; but when the whole sense may depend upon a single word surely you will not take it and judge.

6533. I do not judge you at all? Or argue —

6534. Nor yet argue. I simply ask whether you will answer the question? Let us have the question; I dare say I shall.

6535. Is the £235 for 1,000 cubic yards blue metal extra to the contract price of £6,379? Do you ask as to the extra quantity or the extra price?—You are mixing up the metal and the price together.

6536. The metal and the price are here together. "1,000 cubic yards of blue metal will be required, cost £235"—? You can ask whether that is in excess of the original contract.

6537. "The original contract of Mr. Martindale for the Doughboy Diversion was signed for £6,379"—Now here is the statement—"1,000 cubic yards of blue metal will be required, cost £235." I ask is that £235 in addition to the contract—is it supplementary to the contract? Of course it is supplementary to the contract.

6538. It is extra? No, it is supplementary to the contract; that is a very different word to being extra to the contract. The previous contract was altered from metal to pitching. The original contract is altered; 3,500 cubic yards of pitching are substituted for 3,520 cubic yards of metal. You ask whether it is supplementary; I say it is supplementary, not extra. 6539. Will you define what you mean by supplementary? It means that so much metal is so much added to the contract, the previous metal having been substituted by the pitching.

- W. R. Collett, Esq.
2 Jan., 1862.
6540. The consequence is that there is no metal to put on the top of the pitching—£6,379 is expended and no blue metal is provided? Not under the altered contract, I conceive.
6541. £6,379 is expended, and the length of road that should have been metalled has been pitched? The quantity of pitching is equivalent to the length of metalling. The former metal did not supply the whole length of road. The former metalling of 3,520 yards is not the whole length of this contract; the length of the contract is 199 chains; that will be 4,378 yards—199 chains multiplied by 22.
6542. Was the whole length of the road originally to have had a coating of broken metal 9 inches in the centre and 6 inches at each side? No.
6543. Then how was the road to be formed originally? A great portion of it was through solid rock, which certainly does not require a coating of metal.
6544. Does the solid rock require a coating of anything? I think it does, of what we call blinding or inferior metal.
6545. In this city, and other places I am acquainted with, we are in the habit of serving the solid rock the same as other parts of the road. That has nothing to do with your practice? Not with my practice.
6546. How much solid rock is there in the cutting for a floor? What length?
6547. Yes, what length? I cannot tell the length. I can tell the quantity of solid rock taken out if that will be any guide.
6548. It will be no guide for this purpose. Is it information you can obtain? We should still have to fall back on the question what solid rock is.
6549. What I want is to know how much floor of solid rock there is? We must decide, the same as in a railway cutting, what solid rock is, before I can answer the question. Some kinds of shale are called solid rock, others are not.
6550. I am perfectly willing to call that vitrified shale solid rock? I do not call it vitrified shale.
6551. What do you call it? Stratified sandstone which has been under fire. This question of yours revives the old question of the Sydney sewerage, where the dispute was what was rock and what was not rock. The question involves geological discussion. The quantity of rock excavated is 3,289 cubic yards.
6552. Do you remember what quantity of metal would have been required to have given a coating to such portions of the road as it was necessary to cut, and which I presume we have a clue to here, namely, 2,800 lineal yards—would that have been the quantity that would have originally —? That is the quantity of ground which required pitching.
6553. So this is the quantity of ground that was pitched? That is the quantity of ground that was pitched.
6554. And I find this is put down as an extra afterwards—for instance, pitching at 6s. 6d. a yard? Per lineal yard.
6555. And you have stated previously that the pitching was paid for by the substitution of pitching for broken metal—how was that? Because the prices were the same.
6556. Here is an extra—2,800 lineal yards—on which pitching is charged extra? I am not aware of any extras.
6557. "And to pitch 2,800 lineal yards of road" —? Instead of metalling in the original contract.
6558. It does not say instead of metalling? I do not know what document you have got. It was instead of metalling.
6559. Here is on the same paper 1,600 cubic yards of metal? Granted—which we have got; it has all been delivered and laid down.
6560. How is it it is put down here as an extra, when you have stated previously that pitching was substituted for the metal. If it was substituted for metal I presume the price for metal was paid for pitching? Assuredly.
6561. And at this particular time, on the 27th June, the pitching was completed? Oh! no.
6562. The original contract of Mr. Martindale for the Doughboy Diversion was £6,379? Granted.
6563. Here is an extra, or as you call it, supplementary 1,000 yards of metal, provided for as extra? Because we wanted some metal; we were left without any metal before.
6564. There are some portions of the road now where there is only pitching? No, 1,300 yards of inferior metal have been used as blinding, and besides we have actually put on 1,000 cubic yards—I believe it is really 1,200 cubic yards—of blue metal.

APPENDIX.

A.

Department of Internal Communication,
Road Branch,

Sydney, 13 December, 1860.

(No. 60/1345.)

Sir,

In reference to your letter of the 1st instant, enclosing a communication from the Bench of Magistrates, Armidale, requesting you to inspect and report on the Road from Armidale to Teunterfield,— I am directed by the Commissioner for Roads to state there is no objection to your complying with their request, provided it does not interfere with your proper duties; and you will not be entitled to any remuneration beyond the allowance for expenses actually incurred, to be defrayed by the Bench of Magistrates.

R. Quodling, Esq.,
Tamworth.

I have, &c.,

R. COOPER WALKER,
Chief Clerk.

B.

B.

Road Engineer's Office,
Sydney, 8 August, 1860.

W. R. Collett,
Esq.

2 Jan., 1862.

My dear Sir,

I have received your note of the 6th. I have already instructed as to Murrurundi Gap and Bridge. You had better alter figures in section sent yesterday, at 75 chains; I omitted to do so; they were changed on old tracing; if you have any difficulty as to disposal you had better at once acquaint me with it. Pray push bridge works as rapidly as possible.

If you cannot get Miller to give you an answer about Sandy Creek, and Martindale gives a fair tender, let him do it.

You will not have to go to Fallbrook to get vouchers signed; I will arrange that with Walker.

Faithfully yours,

WILLIAM C. BENNETT.

A. C. Bayley, Esq.,
Murrurundi.

Mr. Alexander Charles Bayley called in and examined:—

6565. *By the Chairman*: You are aware what this Committee is inquiring into? I believe so—the carrying on of the works on the Northern Road. Mr. Alex. C. Bayley.
6566. Where are you employed now? At Yass, superintending a bridge.
6567. What do you call yourself—a Superintendent of Roads? A Superintendent of Bridges. 2 Jan., 1862.
6568. Have you nothing to do with roads? No.
6569. You were at one time employed in the Northern District? Yes, nearly two years and a half; from the 17th March, 1859, up to the 20th August, 1861.
6570. What was your office then? I was a Superintendent of Bridges, and carrying out the new diversions—the roads.
6571. That implied the superintendence of the roads personally too? Yes.
6572. What was the special work you were employed upon? I was on the Murrurundi Gap, the Doughboy Diversion, and at Fallbrook Bridge.
6573. What was the whole length of road placed under you? From Fallbrook to the end of the Doughboy—about sixty-seven miles.
6574. You had the bridges and part of the road? Yes.
6575. You were then Superintendent of Roads and Bridges? I had not the title of Superintendent of Roads, only Superintendent of Bridges.
6576. Who was your superior officer? At first Mr. Bennett, and then the present Commissioner for Roads, Mr. Collett.
6577. Was that the first time of your appointment as Superintendent? I was Superintendent at Moreton Bay before.
6578. You were acquainted with the duties of Superintendent? Yes.
6579. Can you state succinctly what are the duties of a Superintendent? To see works carried out according to the specifications.
6580. Then in all cases the duties of a Superintendent are referable to the specifications—are his duties defined by the specifications? They are.
6581. He could not perform his duties without the specifications? No.
6582. In all cases, then, the specifications are placed in his hands? Yes.
6583. And sometimes plans too? Sometimes plans too.
6584. The plans and specifications together constitute his instructions? Yes.
6585. Does he get any other instructions? Yes, from time to time, if any alteration is requisite.
6586. Were you instructed in what your general duties were? Yes, to carry out the specifications; and if there were any particular alterations a memorandum was made.
6587. It was in writing always? Yes.
6588. You have been generally very particular in having your instructions in writing? Yes, I always had them in writing.
6589. What were your instructions in regard to the Doughboy Diversion—was there anything special? Nothing special; I was to carry it out according to contract.
6590. Were you not joined with Mr. Quodling there? Yes, for a time; but first of all I had it for one month before Mr. Quodling had it.
6591. Had you the whole work under you? Yes.
6592. When Mr. Quodling came —? We made the measurements, and I gave up the whole of the works to him.
6593. Who ordered you to give up the whole diversion to him? I only took them as a special favor to Mr. Collett, the Commissioner, for that month, because Mr. Quodling was not there.
6594. Then they were properly Mr. Quodling's duty? Yes.
6595. Not properly yours? Not mine.
6596. You had the charge for a month before Mr. Quodling came? Yes.
6597. In fact you were acting for him? Yes.
6598. And after he came you were acting with him? No, not with him; then I received instructions to take the bridges in the Doughboy Diversion.
6599. What was properly under his charge? The earth-works.
6600. Only? Only.
6601. That included the making of the roads? Yes, metalling and pitching.
6602. And the construction of the roads? Yes.
6603. All except the bridges? All except the bridges.

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6604. He had nothing to do with the bridges? No.
6605. In that case your duties were not joined with his—they were separate, I presume? Quite separate.
6606. He was not over you, nor were you over him? No.
6607. You were both equal rank, and in charge of different portions of the work? Yes.
6608. Were you always on good terms with Mr. Quodling? Yes.
6609. You had no complaint to make of him? No.
6610. Had you any opportunity of seeing in what way his work was performed? Yes.
6611. Do you consider yourself qualified to speak on the subject? Yes. So far as I could judge it was carried out properly.
6612. Do you think he was a qualified person? Yes.
6613. Was he educated up to his duties? Yes.
6614. You think he had a thorough knowledge of his work theoretically? Yes.
6615. And that he was a practical and good officer? Yes.
6616. Do you know of any complaints being made against him? No.
6617. Did no man under him complain? No.
6618. What should you say as to his qualifications for managing men? I should think he could manage men very well, from the time he was on railways with Mr. Gibbons.
6619. He could make his men work and keep them in good humour all the time? I think so.
6620. Do you think the works were carried on well under him by the contractor? They were only for a very short time under him on the Doughboy; I then resumed again the whole of the works.
6621. How was that? I received instructions to take the whole of the works.
6622. How long was it that Mr. Quodling had the separate charge till you got them again? About a week; and then I had the bridges for I think two months alone, and then I had to resume the whole of it.
6623. After Mr. Quodling had been there a week you got the entire charge of the Doughboy works again? Not after one week; after Mr. Quodling had been about two months in charge of the earth-works, then I had instructions to take the whole line again.
6624. Earth-works and all? Yes.
6625. And you carried them out then? Up to the 12th August.
6626. Did you hear any reason for this? No, only that Mr. Quodling had so much work to the north that he could not attend to this, being at the end of his line.
6627. Had you any reason to believe it was on account of his incompetency? No, not at all.
6628. Simply because he had too much other work? Yes.
6629. Then all that Mr. Quodling had to do with it was that for two months he had charge of the earth-works? Yes.
6630. When you took charge of the earth-works, what was your opinion of the way in which they were being carried out by the contractor? I thought they were being carried out properly.
6631. Had you any reason to complain of the contractor, either as to the earth-works or the bridges? He was delaying the work a good deal; it was not going on as quickly as it ought.
6632. Was it otherwise well done? Yes.
6633. Were the bridges being done well, according to specification? Yes; there was hardly any done when I gave it up; all that has been done since.
6634. But the earth-work — ? The earth-work was in course of completion, but the embankments were not consolidated when I left.
6635. Had you anything to do with consolidation? The contractor was bound to make them up to a certain height after they had sunk.
6636. Was not that struck out of the contract? No, there was nothing struck out that I am aware of.
6637. You were ordered to see that the road was consolidated before the metal was put on? Yes.
6638. Was there any pitching put on? Yes.
6639. Was that an alteration? Yes.
6640. Was it supplementary to the contract? No; instead of having the full quantity of metal broken, it was to be half pitched.
6641. That was done by the authority of the Commissioner? Yes.
6642. He has full authority to make such an alteration? Yes.
6643. Have you known such things done before? Yes.
6644. Did you consider this an improvement? Yes.
6645. Was it done properly by the contractor? It was not finished when I left.
6646. You saw nothing to induce you to believe that the contractor was performing the work badly? No, not that it could not be finished properly; it was in an unfinished state.
6647. Who was overseer under you? I had no overseer; I never had one.
6648. Where was Mr. Hannington then? Mr. Hannington was not there.
6649. You were doing the work of Superintendent and overseer? Everything—I always do.
6650. Can you do without overseers? Yes.
6651. They are unnecessary then? They were unnecessary to me, because I never had so much work that I could not look after it myself.
6652. Could other Superintendents do the same? No, not where they have 120 miles of road.
6653. It depends on the extent of road? Yes.
6654. In some cases they can do without, where the line is short? Yes.
6655. Did Mr. Collett visit you much while you were at these works? Three or four times.
6656. Did he pay great attention to the way the works were being done? Yes, he came over and examined them.

6657. Did you hear from Mr. Collett any complaints against Mr. Quodling? No.
6658. Did he complain against you in any way? Not that I know of; I never heard it.
6659. Did Mr. Collett give you, from time to time, any instructions to vary the work? Yes, a few instructions of no importance.
6660. In what shape? Written authorities. I can show you them. There is nothing particular in them. (*The witness produced a memorandum book and pointed to certain entries therein.*)
6661. *By Mr. Dalgleish:* Whose writing is this (*referring to a particular memorandum*)? That is Mr. Collett's writing.
6662. Do you wish to hand them in? There is nothing of consequence in them. Only, three piles to be substituted instead of four, sawn planking to be substituted for slabs in one of the bridges, and so on.
6663. *By the Chairman:* I think we have copies of these already. Direct your attention to the Appendix to the printed evidence of Mr. Quodling, given on the 4th December, beginning with the first document that bears any reference to what we are talking about, marked C, I think,—is that an authentic document? Yes, this is correct.
6664. *By Mr. Dalgleish:* Have you the original of that letter? Yes.
6665. Can you hand it in? Yes. (*The witness handed in the same.*)
6666. *By the Chairman:* That was the letter you wrote according to Mr. Collett's instructions? Yes.
6667. There are two or three documents following that—are those also true copies? I sent in the section as directed in this marked D. I received instructions to make the section, but not the estimate; I never made the estimate for that line to join Doughboy Rise Bridge.
6668. Then it is not correct? It is not correct as regards the estimate; I never made any estimate as regards that; I made the sections in the Office, but I never made any estimate.
6669. *By Mr. Dalgleish:* Did you send a letter to the Office? Yes, I sent a letter to the Office with the section.
6670. *By the Chairman:* There are some others there? I do not see any other letter in this.
6671. At all events these exemplify sufficiently the sort of instructions you got from Mr. Collett at different times? Yes.
6672. This is, I suppose, the greatest approach to regularity it is possible to make in visiting works in that way? Yes, I think this is right.
6673. You were satisfied with these instructions? I was satisfied.
6674. Have you any reason to complain of Mr. Collett's conduct to you in any way? No.
6675. Were you aware that he was on bad terms with Mr. Quodling? No; the last time I saw Mr. Collett and Mr. Quodling together I saw them shake hands when they met.
6676. Was Mr. Quodling's conduct at any time disrespectful or improper towards Mr. Collett? Not to my knowledge.
6677. Do you know whether Mr. Quodling had any ill will against Mr. Collett? No, I do not know that he had any.
6678. Did you ever hear whether Mr. Quodling was charged with intemperate habits? No, I never saw Mr. Quodling the worse for liquor.
6679. Did you never hear that he was charged at all with it? No.
6680. Did you ever hear Mr. Collett complain of him in that respect? Never.
6681. I think you said Mr. Collett made no complaints to you about Mr. Quodling? Not to me.
6682. What is your opinion of Mr. Martindale as a contractor—did he carry out the works fairly? He required a good deal of looking after.
6683. Do you think that if not looked after he was inclined to slur over the work? I think so.
6684. I suppose you gave him no chance? No.
6685. Then the works were well done as far as you could judge? Yes.
6686. Were there any particular defects in the Doughboy Diversion works? No, I do not know that I could point out any.
6687. Was the fencing good? There was no fencing done. There is an order here (*referring to memorandum book*) about the fencing—"Let no more fencing be put up until further orders." There was none at the time put up.
6688. It was not unusual to give this sort of instructions to Superintendents? No. Of course there were certain places on the diversion that required fencing, but I do not know whether there was enough split to do that.
6689. Do you know anything of the character of the slabs in the bridges? They are stringy-bark.
6690. Sawn or split? Split.
6691. Was not that an alteration of the contract? No, they were to be split.
6692. Were they to be tarred and spiked? Yes.
6693. Were they tarred and spiked according to specification? They were where I was.
6694. In fact, you saw the specification carried out? As far as I was concerned it was.
6695. What about the Murrurundi Gap—were those works carried out correctly? No.
6696. Who was the contractor? Mr. Martindale.
6697. What was the objection there? The gravel.
6698. In what respect? I condemned it.
6699. Was he bound to furnish gravel? Yes.
6700. And he furnished a bad kind? Yes.
6701. In what respect was it bad? I did not consider it gravel at all.
6702. What was it? A kind of loam; burnt stuff, white.
6703. A kind of ironstone? No, what gravel was in it was quartz—quartz pebbles.

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6704. What was the result of your condemning it? Mr. Bennett approved of my condemning it, and wrote a letter to Mr. Martindale to say it was to be removed.
6705. Was it removed? No.
6706. Does it remain there still? It is there now, I believe.
6707. By whose authority was your condemnation of it set aside? The present Commissioner for Roads.
6708. The Commissioner for Roads, after you and Mr. Bennett had condemned it, allowed it to remain? Yes.
6709. Did you think that was right? I did not.
6710. Did you make any report about it? There was no one to report to; the Commissioner himself is the head of the department.
6711. What has been the effect upon the road? It has been impassable in wet weather.
6712. Was the report of your condemnation of it made to Mr. Collett? No, to Mr. Bennett, the Engineer for Roads.
6713. How came it that Mr. Collett allowed it to remain—did he inspect it himself? Yes.
6714. And he passed it, notwithstanding your condemnation? Yes.
6715. Was Mr. Martindale a great friend of Mr. Collett's? I have seen them a good deal together.
6716. What was your opinion of the passing of this—did you think it a great error of judgment in Mr. Collett? Yes, I did.
6717. Are you aware whether that piece of road has been repaired since? I am not aware whether it has been taken up or not.
6718. Can you state what was the loss to the public, or the profit to the contractor, on the substitution of this improper material for the gravel he was bound to furnish—in round numbers? I can hardly tell. It would not have paid him to put on the proper gravel; it would have cost him more than he was getting—I suppose about 1s. 6d. a-yard beyond his contract price.
6719. What did he save himself—£300 or £400? Oh! no; it was only a short distance.
6720. What amount then? I do not know what amount—about 2s. a-yard.
6721. What would that be in round numbers? I never calculated it.
6722. *By Mr. Dalgleish*: How many yards was it? There were about 10 chains in the piece.
6723. 220 yards? Yes.
6724. *By the Chairman*: Is that the only instance in which you had to condemn works in the Northern District? I have condemned them, and had them carried out according to my orders.
6725. Have you often had to condemn Mr. Martindale's work? Not very often, only trifling things.
6726. You know a place called the new cutting? That is the place we have just been speaking of at Murrurundi Gap.
6727. Then I suppose you would not be at all surprised to hear that gentlemen riding over this road, after some rain, had sunk down to their horses' knees? No, I should not, in this place.
6728. And that bullock drays had found it impossible to go up? They went round it.
6729. Do you think this was directly in consequence of the error you have pointed out? Directly.
6730. You went away soon after this? No, I was there all the time it was bad. I condemned this in December, 1860.
6731. Did you ever hear Mr. Collett explain how he came to adopt a different opinion? He said he thought there was a good deal of lime in it, and that it would bind.
6732. But experience proved that he was wrong? Yes.
6733. Have you known Mr. Collett often to make mistakes of that kind? I have seen a good deal of bad road.
6734. What is your opinion of the way in which contracts were generally carried out in the Northern District—do you think the roads were as much improved as they ought to have been, looking to the money spent on them? No, I think not.
6735. You think more might have been done with the money? I do.
6736. Can you point out any other cases where there was a glaring failure of contract on the part of the contractor? No; I know several contracts where the gravel has been very bad.
6737. Do you know in regard to the Doughboy Diversion, whether a sufficient quantity of metal was put on? I could not tell; I was not there long enough for that.
6738. Do you know any instance where, when the metal contracted for was the best blue metal, an inferior kind was substituted? No.
6739. Will you look at those two stones on the table—what do you call that (*a piece of stone taken in hand by the witness*)? That is shale.
6740. You call that shale? Yes.
6741. It is not common shale? No, not common shale, but still it is not good stone.
6742. What is there peculiar about it? I think it would exfoliate so much.
6743. Has it been burned? I do not know.
6744. You would not call it sandstone? No, I do not think it is sandstone.
6745. What would be the effect if that were put upon a road? I think it would pound up and go into earth again.
6746. It would be useless altogether then? I should say it would, to be worked upon; it might do for footing.
6747. Do you think these would be useful stones, mixed with hard metal, to go into the interstices? No.

6748. You understand the term "blinding," I presume? Yes.
6749. Is that good metal for blinding? I would sooner put clay for blinding than this—a small quantity.
6750. Do you think rain would have any effect upon that? I think so.
6751. Do you think if that were put into water it would soak up the moisture and become soft? It must have air too.
6752. Under water it would remain as it is? Yes.
6753. Exposed to air and moisture it would moulder away? Yes.
6754. Is not that the effect on most rocks—does not trap itself become disintegrated by exposure in that way? To a certain extent it does, but not so quickly.
6755. Is the other piece of stone before you the best metal? Not the best.
6756. Is it good? I think it very good stone.
6757. Is that the kind on the Liverpool Range? No, on the Liverpool Range it is bluer than that.
6758. Do you know whether that stone is like that on the Doughboy Diversion? Some of it is like this.
6759. Should you say it came from the Doughboy Diversion? I have seen stone like it there.
6760. You sent to me, as Chairman of this Committee, a letter from Mr. Collett suggesting to you that we had no power to make you attend here? I did.
6761. What was the object of that letter, do you think—did you judge from that, that it was not wished you should attend? I did not think anything about it at the time; I answered it, and thought I should get permission to come down.
6762. You did not consider it a private letter? Not after my telegrams were not answered; I considered I was justified in making it a public matter.
6763. Did you observe the use of the word "treachery" in that letter? Yes.
6764. What is the meaning of that, do you know? A person that has betrayed a secret, or something like that.
6765. Are you aware of any secrets in the department that it would not be expedient to divulge to the public? No, I have no secrets.
6766. Have you ever heard of there being secrets in the department that ought not to be mentioned? No.
6767. Did you get leave to come to this Committee? I considered that so far I had leave, as Mr. Arnold, the Minister for Works, was one of the Committee, and therefore that I received the summons through him.
6768. You have not had any conversation with Mr. Quodling about what you were likely to be asked before this Committee? No, nothing at all.
6769. You have had no suggestions from him? No.
6770. Nor from Mr. Collett either? No, I have not seen Mr. Collett till I came to this room.
6771. Have you not been to Murrurundi since you left Yass? Yes.
6772. Was that on public business? Yes.
6773. Did you report to the department when you came down? Yes, to the Engineer for Roads, Mr. Beazley.
6774. What duties does the Engineer for Roads perform, as regards roads placed under his superintendence? I have never seen the present Engineer for Roads on the works, except when I went to Yass.
6775. Do you think he is of any use at all then? I think he is the principal person.
6776. Did he ever visit you when you were Superintendent? Mr. Bennett did.
6777. Since Mr. Bennett resigned, Mr. Beazley did not? No, Mr. Collett always came upon the Northern Road.
6778. Do you think there is an absolute necessity for all these different officers—Commissioner, Engineer, Superintendents, and overseers—do you think them all necessary? I do.
6779. In what gradations are they placed—the overseers under the Superintendents? Yes.
6780. And the Superintendents under the Engineer? Yes.
6781. And the Engineer under the Commissioner? Yes.
6782. Would you take orders from the Engineer—would you feel bound to obey him? I should.
6783. Supposing they differed from those of the Commissioner, which would you obey? I should obey the Commissioner.
6784. Did you ever get any orders from the Minister of Works? Never.
6785. Do you know whether he interferes at all in your department? I do not; I never received any instructions from him.
6786. In regard to vouching for the payment of money, has it been your practice, as Superintendent of Roads, to give certificates for certain work done before payment of money was made? I measured, and sent in returns to the Office.
6787. What are called vouchers? What are called vouchers.
6788. Is it usual to make payments to a contractor without the vouchers of the Superintendent? No, it is not.
6789. Have you ever known it in your case? I have heard it.
6790. Did you ever know, in your own case, of any payments being made without your vouchers? I have only heard such was the case.
6791. Would you consider it irregular to do so? Certainly.
6792. You think your vouchers were necessary to make the payments regular? I think so.
6793. Has not the Commissioner for Roads a power to authorize payments without vouchers? I do not think he has.

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6794. If he has, do you think he ought to do it? I do not.
6795. Is the overseer's voucher also necessary with the Superintendent's? Yes.
6796. You think no payments should be made without the two? Yes, where there are a Superintendent and overseer.
6797. Did you ever hear of any irregularity of this kind with regard to other Superintendents? No, I never heard any.
6798. Were there any payments made, with regard to the works under your charge in the Northern District, in excess of the sum properly due for work done, including the per-centage withheld? I do not know.
6799. Have you any reason to believe it? I had to make a payment once that I did not know anything about.
6800. You had to make a payment? I had to send in a voucher.
6801. You sent in a voucher —? On the authority of Mr. Collett.
6802. You were ordered to send in a voucher? Yes, here is the authority. (*The witness handed in a memorandum on a slip of paper. Vide Appendix.*)
6803. Then, in fact, you vouched for something you did not know anything of at all? I received directions to vouch for £600, of which I knew nothing at all.
6804. What is the meaning of this, that you were to vouch that £600 was due? I never vouched for anything.
6805. What sort of a voucher did you send? I sent in an advance on account of contract, for £600.
6806. Did you make any reference to the works at all? I did not make any reference to the work—I had nothing to do with it; the contract was under Mr. Quodling, who was not there then.
6807. This is made contingent on Mr. Quodling not sending in returns—do you know whether Mr. Quodling did send in returns? I did not get the information at the time, but I believe Mr. Quodling did send in for £200 at the same time as that.
6808. Was it your duty as Superintendent to order money to be paid without any knowledge of what it was being paid for? No, that was not my duty, and that was the reason why I would not do it without that memo. from Mr. Collett.
6809. Even with this:—Supposing Mr. Collett had ordered you to pay away money belonging to somebody else, would you have done it? No. I thought there was a good deal of work done that had not been paid for.
6810. If you did not know anything about the work, was it not ordering —? I was on the same work as that was paid on.
6811. You did not know it was done? I believed there was a sufficient quantity of work done.
6812. What grounds had you for believing that? From seeing the work, and knowing when the last payment was made.
6813. *By Mr. Hoskins*: What made you refuse to sign the voucher without that memorandum? Because I was not in charge.
6814. *By the Chairman*: What was the use of your voucher at all? It was so far of use that the money was paid upon it.
6815. Did you not think it looked like a fictitious document—you say you were not in charge? I was in charge of part of the works.
6816. You were not in charge of the work you certified for? I did not certify for any work; I certified for money on account.
6817. Was it your duty to certify for these works? No. I thought it was helping the contractor, when the proper Superintendent was not there to make the measurements.
6818. Now did you think this was a fair transaction? No, I did not; I would not have asked for that paper if I had thought so.
6819. In fact you thought you were giving your authority to a fictitious document, on the authority of the Commissioner? No; I did not think it was a fictitious document, because I thought the work was done.
6820. I do not mean to say that the Commissioner was not cognizant of the work being done —? As it was necessary that some one should sign it, I did so, believing sufficient work to be done, but I wanted an authority from the Commissioner, as that particular part of the work was not in my charge.
6821. If you were not in charge of the works, I want to know how your signature was of any value? I was not in charge of the Doughboy Diversion, but I was authorized to come in charge by that document; I had been on the work before that document.
6822. *By Mr. Hoskins*: You were not authorized to take charge of the work or sign vouchers previous to receiving that? I always signed the vouchers for the bridge works.
6823. *By the Chairman*: Was this the last voucher you forwarded? No; I forwarded vouchers afterwards.
6824. What was the amount of the last voucher that you forwarded, and the date of it? I will not be quite certain from this book (*referring to a memorandum book*), but I think £98 4s.
6825. And what was the date? August 9, 1861.
6826. Were you aware when you vouched for this, that a sum of £500 had been paid previously, or was it the case? Not that I knew of; I knew nothing about that.
6827. Do you know whether the amount of money that you vouched for in these different ways was in excess of the work done? No; I know all that I vouched for was actually done.
6828. With the exception of this? That I do not know positively.
6829. You signed the voucher that you signed in consequence of this, as ordered by the Commissioner? Yes.
- 6830.

6830. And I suppose if it had been for ever so large an amount, and you in still greater ignorance of the facts, you would have signed anything under these orders? No, I should not. Mr. Alex. C. Bayley.
6831. How came you to do it? Because I thought there was that amount of work done. 2 Jan., 1862.
6832. In fact, you took the Commissioner's authority as your guarantee? Yes; knowing at the same time that sufficient work was done.
6833. Was it properly done—was it done in a way that was unobjectionable? I believe so.
6834. *By Mr. Hoskins*: How did you know it was done—did you measure it? No.
6835. *By the Chairman*: If you had got a document of this kind to sign in regard to the work at Murrurundi Gap, which you condemned, would you have signed it then? No; I would not have signed the voucher for my own work without I had measured it, if I had got any authority.
6836. Was the money paid on Murrurundi Gap after you condemned it? I believe it was.
6837. Who vouched then for that? I suppose I did afterwards, in a lump sum.
6838. After condemning it you vouched for it? I vouched for the completion of the contract.
6839. In so vouching, did you not imply that it was properly done? There was my letter to shew I had condemned it, in the Office.
6840. Was it not your duty to deduct for this part of the work that was not done properly? It was not my duty to go in the teeth of the person considered more competent to be at the head of the department than I am.
6841. You considered that Mr. Collett having passed this work, you had nothing more to do with it—that you were bound to vouch? Yes.
6842. Did you ever vouch under protest? No, I never did.
6843. *By Mr. Hoskins*: Did you ever actually see that the amount of work for which that voucher was signed had been performed? I could see that sufficient work had been done.
6844. I thought you never signed a voucher without you measured the work? My own work.
6845. *By the Chairman*: You did not measure in that case? I did not.
6846. Do you know whether any one measured? No.
6847. Do you know whether Mr. Collett measured? No.
6848. Do you think Mr. Quodling measured it? I do not know.
6849. Were you not aware at the time that Mr. Quodling had objected? I was not aware.
6850. Supposing you had been aware that he had objected, would you have vouched? I would not have vouched if I had known Mr. Quodling had refused.
6851. Would you not say this money was improperly paid now, knowing the circumstances? I think it was irregular.
6852. *By Mr. Hoskins*: Do you not think it was a deviation from the original contract for you to sign without being aware of the work performed? I think it was.
6853. You did not actually know whether one-fourth of it had been performed? I knew there had been.
6854. How did you know? I could tell by looking at the work.
6855. You said you were not in charge? I was on the work every day, although I was not in charge of that.
6856. Did you consider it your duty to certify for work of which you had not charge? I did not certify for any work being done, only for £600 on account of the contract.
6857. Was it not for work performed? I suppose that was it; I did not send in any certificate for so many yards being done.
6858. Have you ever certified that money should be paid to the contractor unless you felt convinced the work had been performed? No.
6859. Except that once? This is the only case.
6860. *By Mr. Dalgleish*: Have you any knowledge of what these papers are (*referring to the bond, specification, &c. of the Doughboy Diversion*)? That is the specification for the Doughboy Diversion. These are the ones that were signed, and that is my signature.
6861. You have read this? Yes.
6862. Were you furnished with a copy? Yes.
6863. Is this the copy you were furnished with (*referring to copy handed in by Mr. Quodling on a previous day*)? Yes, this is it.
6864. Everything contained in that contract you would consider yourself bound by in carrying out the works? I should.
6865. And you would take it for granted that this was a correct copy, an official copy, of the original? Yes. There were some alterations made in this.
6866. The original? Yes.
6867. Were these alterations made before or after this copy was given to you? After I received that copy.
6868. Were you notified of the changes in the contract? No, I only saw these signed, and these were taken away at the time.
6869. You are aware that changes were made in the original document? Yes. The only changes that were put in at the time this was signed was about the Commissioner instead of the Engineer for Roads.
6870. Was that carried out in this? No, that was not carried out.
6871. With that exception is this correct? Yes.
6872. Have you anything to state about this? I do not know anything about that (*pointing to one amongst the papers.*)
6873. Do you know anything about the other? The schedule of prices—this is correct.
6874. Were you furnished with a copy of the schedule of prices? Yes.

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6875. What do you mean by saying you know nothing about this copy; your name is signed to it? I know nothing about this (*pointing to a portion of the specification.*)
6876. You mean an alteration that appears on the specification? It was not there when it was signed.
6877. Under the head of fencing—"fencing or stone walls as hereinafter specified"? Yes, that was not there when I signed.
6878. Just state the alteration that has been made in it? These words—"or stone walls, as hereinafter specified by the Commissioner;" that was not in it.
6879. Were you ever notified that that alteration was made? Excepting that it is in my book; it was made afterwards; it was not down in the specification when it was signed; it was an after alteration.
6880. You were not informed of this alteration? Yes, I was informed of it, but I did not know it had been put down in the specification I had witnessed.
6881. Being informed of it, you accepted it as part of your instructions? Yes.
6882. Did you make any memoranda or other notification on the copy of the specification you had? No, I only had this—here is the same thing in my book (*showing a memorandum in the book before referred to.*)
6883. Did you give a copy of that to Mr. Quodling? Yes.
6884. So that Mr. Quodling was aware of the alteration? At least, not to Mr. Quodling, but Mr. Hannington copied it out of this book; he copied out all these instructions.
6885. *By Mr. Hoskins:* Where did Mr. Hannington copy these instructions? At Murrurundi.
6886. When? Before I left.
6887. *By Mr. Dalgleish:* Are you aware if Mr. Quodling had any copy of these instructions? I suppose Mr. Hannington gave them to him, as Mr. Hannington was his overseer.
6888. Are these general conditions for the instruction of the Superintendent? Yes, they are.
6889. Do they not define his duties to some extent and limit his power? His power is limited by the authority of the Engineer for Roads.
6890. It is for his general guidance in the absence of the Engineer or other superior officer? Yes.
6891. So that these would form part of the description of the duties of the Superintendent? Yes.
6892. With reference to that clause, clause 8, which relates to the non-fulfilment of the contract—"Should the Engineer for Roads at any time be dissatisfied with the mode of proceeding, &c."—If the Engineer or Commissioner were notified by the Superintendent that certain works were not going forward—were not being carried out in the spirit of the contract—his duty would then be performed? Yes, his duty would then be performed.
6893. He would have no power in himself to stop the work? No.
6894. Having performed this duty of notifying his superior officer, that would be all that would be expected of him? Yes.
6895. The 9th clause states that "the Engineer or authorized officer shall have the power of immediately dismissing any agent or workman employed by the contractor, and of having removed off the works, even if fixed, any timber, materials, plant, or implements, that he may think improper"—would you have that power? Yes.
6896. Or Mr. Quodling? Yes.
6897. So that any officer would have not only the power of preventing him carrying on the work, but of ordering him from it? Yes.
6898. What do you consider the formation of a road? Convexity.
6899. The formation is spoken of as something separate—"When the formation, fences, bridges, &c., are completed"—in this instance it must mean more than convexity? Does it state something afterwards?
6900. I will read the clause—"When the formation, fences, and bridges, are completed, the traffic is to be turned on to the road during fine weather, until the formation is thoroughly consolidated. The maintaining convexity with fresh approved material and filling up ruts must be carefully attended to by contractor." What do you consider the formation to be—Suppose an embankment has to be made and the road has to go over it, what would you consider the formation in that instance? Earth.
6901. Nothing but the earth? Nothing but the earth.
6902. No stone on top of the earth? No, nothing at all.
6903. About the consolidation—what would be the saving to the contractor if he neglected to have the road consolidated according to this clause? About £300 a mile.
6904. What would be your opinion if you were told that this clause should be struck out—that £300 a mile should be taken from the contractor? I think so.
6905. Provided that the road were in this condition, newly formed, and had one coating of pitching placed over the earth, and then a coat of metal on the top of that, what would be the effect? It would sink in places if the earth was not consolidated.
6906. Some parts of it would go down in holes? Yes, according to the time it was made; if it was made in dry weather, directly heavy rain came on it would sink.
6907. Is there any peculiarity in the road itself, this diversion—is it partly cut from the face of the mountain and partly formed artificially by embankment? Yes.
6908. Where the road is half in the solid cutting and half artificially formed, what would be the effect, on this description of work, of the want of consolidation? The part that was made would sink and be lower than the solid ground it was cut from.
6909. Would it partially slip? Yes.
6910. To prevent this slipping, benches are cut, are they not? Yes.
6911. Benches are flat seats cut on the mountain lower down, to prevent the earth from slipping? Yes.

6912. What portion of the Doughboy cutting is solid rock—what length of the road? Only about six or seven chains; I am not quite sure whether there is as much as that. Mr. Alex. C. Bayley.
6913. There is not at all likely to be twenty-two chains of rock? No.
6914. You think six or seven chains? Seven chains at the very outside; not more than that. 2 Jan., 1862.
6915. What is the usual practice where the bed of a road is solid rock—is it to metal above the rock—to put broken metal above the rock—or to allow the face of the rock to remain as the face of the road? To put metal.
6916. What thickness of metal is it usual to place over such portions of the road? The usual thickness, about 9 inches in the centre and 6 at the sides.
6917. Are you aware whether that has been done with regard to this particular work? No, it was not finished when I was there.
6918. Do you think that stone you have designated as shale is proper stone to place on such portions of road? No.
6919. Should any difference be made in the stone—is it equally important to have hard stone as on other portions of the road? Equally.
6920. Are you aware of what slope the earth-works on the side cuttings are—is the slope carried out to the specification not less than one and a half to one? One to one was specified I think; as far as I know, it was carried out to that; it was not all finished.
6921. In this case it is stated as to be hand-packed with stone? To the creek. You are speaking of the embankments.
6922. It is to the embankments? Nothing of that was done when I came away.
6923. What is the proper term for the metal, as used in this specification? Good rock, the best to be procured within a reasonable distance.
6924. What would be the difference in price between pitching—you understand the term? Yes.
6925. Between pitching and forming a road of this broken metal, 9 inches in the centre by 6 at the sides—what would be the difference in expense between pitching and metalling, and putting on a coat of metal that thickness—If a mile of road were to be pitched instead of being metalled, what would be the difference in cost? That would all depend upon the thickness of the pitching.
6926. The thickness of the pitching to be 9 by 6? I do not think there would be much difference—very little difference.
6927. Do you think pitching would be equally as expensive as broken metal? Not quite so expensive—about a shilling a yard less.
6928. Would the work be as good? Pitching would be no use at all without metal.
6929. What is meant by ballasting in this contract? That is gravel.
6930. Ballast is the term used for gravel? Yes.
6931. Would that shale be a proper substitute for gravel? No.
6932. Would it be as expensive? That shale was got out of a cutting, and was paid for as getting out of earth. There was a quantity of shale cut out and left on the road heaped up.
6933. *By Mr. Hoskins*: What cutting? The Doughboy cutting—one of the cuttings at the Doughboy. It was heaped up in the centre of it exactly the same as that.
6934. *By Mr. Dalgleish*: What would be the difference in the expense of quarrying and breaking a cubic yard of this basalt and this shale? This was paid for as earth-work, at 1s. 3d. a yard, I think the price was.
6935. And was put on the road? I do not know; I did not see it put on the road.
6936. If broken up and put on the road you would consider it equivalent only to blinding—to clay? That is all.
6937. It should not be charged as metal at all? No.
6938. What is punning? Ramming down.
6939. The clause with regard to punning, would that signify that the earth should be closely rammed down? Yes.
6940. If this was departed from what would be the saving effected per yard? Something very trifling, not a great deal; I could not exactly say what it would be.
6941. The clause with regard to fencing, in the specification, states that the fencing must be of the best material—would you consider it your duty to see the fencing erected in accordance with the specification? Yes.
6942. And composed of the best material? Yes.
6943. And if the best material were not put up, would you consider that a sufficient reason not to have the fencing put up, or would you compel the contractor to complete his contract? I should think he ought to complete his contract.
6944. Should the material of the fencing or its construction be bad in itself, that would be no reason why the fencing should not be erected? No.
6945. The contractor should be made to find good material and put up the fence as specified? Yes.
6946. Are you aware whether that has been carried out? I am not.

APPENDIX.

Should Mr. Quodling not send in any returns on Saturday next, Mr. Bayley is authorized to send in £600 on account.

W. R. C.
18/7/61.

FRIDAY,

FRIDAY, 3 JANUARY, 1862.

Present:—

MR. DALGLEISH,
MR. DANGAR,MR. GARRETT,
MR. HOSKINS,

MR. LUCAS.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

Mr. Alexander Charles Bayley called in and further examined:—

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6947. *By the Chairman:* You have said that the original contract for the Doughboy Hollow work was £6,379,—Can you inform the Committee whether the widening of the bridges on that piece of work, from 12 feet to 18 feet, would be sufficient to increase the expense of the work to £7,000? Yes, it would increase the expense, as a matter of course.

6948. Then the increase from £6,379 to £7,000 was, I presume, merely a fair amount for covering the increased work—the increased expenditure would be only a fair sum to cover the increased work? I think so.

6949. Do you consider that the alterations then made were an improvement—such an improvement as would warrant the increased expenditure? I think the alteration was a just one.

6950. And you think that it was such a one as for the benefit of the public should be made? Yes, I think so.

6951. I think you have already stated that you did not consider the improvements as commensurate with the outlay generally throughout the Northern Roads? No, I do not think it is.

6952. Why do you think this? I do not think that the gravel that has been used will last.

6953. Will you state what part of the road is more particularly open to the objection you refer to? That by the "Highland Home;" that is a piece of road that is always going; a quantity of gravel has been put upon it time after time, but with the first rain it becomes as bad as ever.

6954. That is not at the Murrurundi Gap? No; it is part of the Warland's Range Road.

6955. Was that under your charge? It was.

6956. Who was the contractor for the work? I do not know; it was done before I went up.

6957. What is the extent of the piece you refer to? Somewhere about three miles.

6958. A good deal of public money has however been spent there? Yes, a good deal.

6959. How long ago is it since the line was opened to the public? That I cannot say. It was open as a public road when I went up there.

6960. And it has always been a bad piece of road? Yes, always bad in wet weather.

6961. How do you happen to know that a great deal of money has been spent on this road? I know that it must have cost a good deal to make, and during the two years that I was up there a very large quantity of gravel was placed on it, but with the first wet it was always giving.

6962. Do you know the outlay that has been incurred in regard to that piece of road? I do not.

6963. However, it is a bad piece of road? It may be good enough now, but it is always bad in wet weather.

6964. Do you think that it is a piece of road that might be made good if the proper principles of construction were applied to it? I do.

6965. Then, although it is bad, you think that it is so on account of the work not having been properly done? I do.

6966. Do you know if this piece of road was constructed by Mr. Collett? It was done by him, through the road overseer.

6967. You mean to say that it was a piece of work done by him, through an overseer, and for which he is responsible? Yes.

6968. Was it made by contract? I do not know how it was done in the first instance. It was completed and opened, and had been in use some time when I went up there. But it was always the same, and was always sure to give with the first wet weather.

6969. Can you mention any other parts of the road to which this same objection applies? Yes; there is the Murrurundi Gap.

6970. You include that in your remarks with reference to the use of gravel? I do.

6971. What length of road is objectionable on this account? It is only a small piece of the road. Some white gravel, as they call it, has been laid down on it, and it is always giving.

6972. Is there any other part of the road that you can specify? I remember no other at present.

6973. Are you aware whether Mr. Collett, when he inspects works on the line, does so on foot—whether he merely rides round them, or whether he goes on foot and takes pains to examine into what is done? I have always seen him inspecting the works on foot.

6974. Then he takes all possible pains to look carefully after all the work that is being done? Yes.

6975. Have you seen him engaged in this inspection at all hours of the day? Yes.

6976. At different hours? Yes; sometimes morning, sometimes evening, according to the time he came up.

6977. Then you think he took all the pains in his power to see to the proper performance of the work? Yes, I think he did.

6978. Was there anything particular in the works on the Doughboy Diversion requiring any special

- special instruction or supervision from Mr. Collett? Not that I am aware of. Nothing beyond what the Superintendents could carry out.
6979. But should you not say that the circumstance of the Superintendent having reported against part of the works, or having refused to give a voucher for part of the work, would be a good reason why the Commissioner himself should look more closely than usual after it? Yes, that would no doubt alter the case.
6980. There was, however, nothing in the character of the works themselves requiring particular attention from the Commissioner? No.
6981. Do you think the office of Commissioner of Roads is absolutely necessary? I think so.
6982. Certain matters could not be carried out without this office existed? No.
6983. Supposing it to be retained, then, could any of the inferior offices be dispensed with? Which offices?
6984. Either the Engineer of Roads, or the Superintendents? The Engineer is required—the department could not get on without him; he is the officer who should inspect the works.
6985. You think that the Engineer ought to do the work that is now done by the Commissioner? Yes.
6986. In that case would it not be better that the offices of Commissioner and Engineer should be amalgamated? I think it would be.
6987. There is no absolute necessity for the two offices? No, I think not.
6988. So that it is rather throwing away the public money to have the two officers when one person might fill the two offices? In that light no doubt it is. It would, at all events, be an advantage to have the works inspected by an engineer.
6989. Then if the Commissioner were also the Engineer, the work would actually be better done by one person than it now is by two? Yes, in the way I have said.
6990. Are you aware whether Mr. Collett would be capable of undertaking the duties of Engineer? I am not aware.
6991. You do not know whether Mr. Collett is an engineer? I do not.
6992. And you think that a person could not undertake the duties of Engineer without being technically acquainted with the various works he would have to superintend—without, in fact, having undergone a technical training for the office? No.
6993. He must be a person fully qualified, by training and study, for his profession? I think so.
6994. Are you an engineer? I am not.
6995. Is Mr. Quodling one? I do not know.
6996. Then the present Commissioner of Roads not being a civil engineer, it is necessary to maintain the present office of Engineer of Roads? It is.
6997. But if Mr. Collett had been an engineer a saving could have been effected by joining the two offices of Commissioner and Engineer? Yes, I think so.
6998. Do you know anything of a testimonial that was given to Mr. Collett at Murrurundi? I heard of it, but had nothing to do with it.
6999. You did not put your name down for anything on it? No.
7000. What did you think of it—what was the view you took of it that made you refuse to join? I was asked to join in it, but refused to do so because I did not think that any Government officer had a right to take money for the performance of his duty.
7001. Who asked you to join? Mr. Cohen.
7002. He was not a contractor? No.
7003. Can you specify the date or about the date when you were asked by Mr. Cohen to join in this testimonial? I forget the exact time.
7004. Can you not say about what time it was? It must have been last April or some time in the beginning of May.
7005. Do you know who the persons were who were most active in getting up this testimonial? I do not. I took no interest whatever in the matter, because I did not think it was a thing that a Government officer ought to do, and I objected to the principle of an official receiving money in this way.
7006. You did not think it proper? No.
7007. If a testimonial with a sum of money had been presented to you would you have received it? I would not.
7008. Were you present in Murrurundi at the presentation of the testimonial? Yes, I was present at the dinner. I paid my share for a ticket on the occasion.
7009. You went there because it was a dinner, and for the fun of the thing, rather than as joining in the testimonial? Yes, exactly.
7010. You did not sign the testimonial? I mean to say that my name is not to the testimonial for the money; I may have put down my name to the paper testifying to Mr. Collett's management during the time he had been serving on this road.
7011. Then you put your name to the paper, but not to the subscription list? Yes.
7012. And what did you testify to, when as you say, you testified to Mr. Collett's management? I forget now what the testimonial said, it is so long ago; besides I have never thought about it since.
7013. Who did you say asked you to sign? Mr. Cohen, I think was the person; I may have been asked by some others; the thing was very commonly spoken of.
7014. It was offered to persons to sign in an open manner—not at all secretly? No, quite openly.
7015. There was nothing underhand in the way in which it was got up? Nothing at all.
7016. During the last three years have you yourself seen, or have you heard, in an unmistakable manner, of any corrupt practices on the part of Mr. Collett, in regard to his management

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management of the roads? No, I cannot say that I have; I can say nothing about rumours, because they are not to be believed.

7017. Has anything ever occurred within your experience, to make you fancy that Mr. Collett received a per-centage from the contractors on the amounts paid to them? Nothing.

7018. And in regard to this testimonial your only impression is that Mr. Collett's conduct in receiving it was injudicious? Yes; I think that no good public officer ought to receive money from any person in any way, not even as a testimonial.

7019. Is there any harm in a public officer receiving a testimonial from persons with whom he is in no way connected in business? I think there is.

7020. I suppose you regard this as being particularly wrong on account of part of the money coming from contractors working under him? I think it is wrong in any case; because in a case of this kind everyone gives something, contractors amongst the rest.

7021. Do you know if persons who held contracts under Mr. Collett joined in this testimonial? Mr. Martindale was one, and he was a contractor; I saw him asking Mr. Weaver to give something.

7022. Was it in the power of Mr. Bennett, or of the Engineer for Roads, to make alterations in the specifications for works for which contracts had been taken? It was.

7023. Then I suppose it was equally in the power of Captain Martindale, or of the present Commissioner, to do the same thing? Yes; there is a clause in the general conditions to that effect, giving them power to make such alterations as they may consider necessary in the specifications.

7024. But was it intended that this power should be exercised in a desultory manner, or only in cases of emergency? Only in the latter cases, I should imagine.

7025. Then before this power is exercised ought not an authorization for it to be obtained? Yes, I think so.

7026. And that authorization should come from whom? The head of the department.

7027. Whom do you regard as the head of the department? The Minister for Works.

7028. Then you think that Mr. Arnold has some control over the Roads Branch? Yes, of course, as Minister for Works.

7029. Now, supposing the present Engineer for Roads tells you to carry out, in the building of the Yass bridge, on which you are now engaged, any particular alteration from the original plan, would you do so at once, or would you hesitate about obeying him? I should not do it if I thought there was anything very wrong about the alteration.

7030. What would you do? I would suggest what I considered to be right.

7031. But if he insisted—if he considered himself right and you wrong, would you conceive yourself bound to obey him? Yes, without it was something that was manifestly wrong—something that I was convinced would not stand.

7032. And what would you do in that case? I should make a special report on the subject.

7033. Then if you and the Engineer differed beyond all hope of reconciling your opinions, you would be obliged either to obey him or to make a special report of the circumstances? Yes.

7034. To whom would you report? To the Commissioner.

7035. Not to the head of the department—to the Secretary for Works? No; I never report to any one else than the Commissioner.

7036. Then suppose you differed from the Commissioner, to whom would you report? I should be obliged to give way in that case, because he is considered to be a person of more standing in the service than I am, and his opinion would of course have more weight than mine.

7037. Because he is your superior officer? Yes.

7038. So that if the offices of Engineer and Commissioner were combined you would have no appeal? No.

7039. Can you say whether, as a general thing, the alterations made as you have described have been, as far as they have come under your notice, for the public benefit? Yes, I think so.

7040. You have concurred with the alterations made in works under your charge, as a general rule? Yes.

7041. Did you send in a letter condemning the work, and then a voucher for the final payment of the work done on the Murrurundi Gap contract, previous to the Commissioner's visit to the work in April? Yes, I sent in a voucher, but it was for the extra work, and not for the completion of the original contract.

7042. You did not certify for the work you had condemned? No; not until after Mr. Collett had passed it, and by his orders.

7043. Then it was on his authority, and in opposition to your own judgment, that you gave the voucher? Yes.

7044. Was the white gravel you have alluded to, part of the original contract? It was.

7045. And though it was condemned by you it was authorized by Mr. Collett? Yes.

7046. Did not Mr. Bennett, before he left the Colony, authorize certain alterations in the Gap contract? The only alteration he authorized was the pitching on the banks.

7047. He agreed in condemning the work that you refused to sign a voucher for? Yes.

7048. Did Mr. Bennett ever write to you, directing you to let Mr. Martindale have certain work without tender? No; the only work that was done without tender was the pitching; and that was given to Mr. Martindale without tenders being called for publicly.

7049. How was Mr. Martindale authorized to do it? It was in this way:—I wrote to Mr. Bennett to say that I did not think the banks would stand without pitching, and that Mr. Martindale would do it for a certain price. He then authorized the work to be done at that price.

7050. Then the alteration was made at your suggestion? Yes.

7051. Were you written to by Mr. Bennett, to say that you need not go to Falbrook to sign the voucher, for that he would arrange it with Walker—did you receive such a letter? No; I did not. I do not recollect it. Mr. Alex. C. Bayley.
7052. How could £300 a mile be saved by the consolidation of the roads before letting the traffic over them, if the bridges were not built? I suppose them to be built when I say that this will be the amount of saving. 3 Jan., 1862.
7053. In making your statement you assume that they are built? Yes.
7054. Did you state positively that a lineal yard of pitching was worth the same within a shilling of a cubic yard of broken metal? Yes, with a road-way 24 feet wide it is.
7055. But the road-way alluded to was only 18 feet wide? Yes, I think it was.
7056. Did you pay 6s. more, that is 7s. for it? For what?
7057. For the pitching? The reason that was higher was that the carriage was all up-hill instead of level; this of course made it more expensive to draw the stone for the pitching.
7058. When the official instructions were given you by the Commissioner, did he direct you then, or at any other time, to hand over the documents in your possession to Mr. _____ or to Mr. Hannington, to copy? I delivered and handed over everything to Mr. Quodling, when he took charge.
7059. Were the documents specified in the instructions? No, there was nothing specified. I was instructed to hand over everything, and I delivered up everything—these amongst the rest.
7060. Without reference to any particular orders? Yes.
7061. When did they leave your possession? At the time Mr. Hannington copied them in my presence.
7062. Did ever the Commissioner point out to you an error of 5 feet in the approaches to one of the bridges constructed under your supervision? He tried to do so.
7063. Will you explain how he tried to do so? I say tried to, because it was proved before I left the ground that I was correct.
7064. Will you explain how it was proved? It was proved by the plans that I was correct; and then he said it was a mistake on his part—that he had thought there was a fall from the bridge to the Willow Tree, but by the plans he saw there was a rise.
7065. Did he admit that he was wrong? Yes; he was obliged to admit it on the ground.
7066. And that you were right? Yes; and the bridge is there now to prove that it was erected according to the plan.
7067. Did he censure you or Mr. Quodling for this presumed error? Yes, he censured me at first. Mr. Brown was there at the time, and he knew that the bridge was correctly constructed.
7068. But I am speaking of the approaches to the bridge? I am speaking of the bridge itself; there were no approaches done at that time.
7069. At one of the bridges, however, he found fault with you for the construction being on a wrong level? Yes.
7070. But afterwards admitted that you were right? Yes.
7071. Did he also censure Mr. Quodling? I had nothing whatever to do with that.
7072. Did he call your attention to an objectionable curve that occurred in another bridge? Yes, at the Fun Chin bridge.
7073. At the Doughboy Diversion? Yes.
7074. Who was in error there? I suppose it must have been the surveyor—I forget his name—who laid out the line. He put a rather sharp curve on the line when it might have been avoided.
7075. Then it was not your fault or the fault of the contractor? No.
7076. What did you do when your attention was called to it? I altered it in accordance with the Commissioner's instructions.
7077. He was right then in that instance? Yes, he was certainly right to take off that curve.
7078. And the alteration was an improvement on the original plan? It was; and I must say of the deviation altogether that it was one that Mr. Bennett disapproved of entirely.
7079. Of what you considered to be an improvement? No, of the whole plan. The original plan was to follow down the creek, by which means we should have got rid of the cutting. The plan adopted was laid out from Mr. Debenham's survey, without an engineer being employed.
7080. And which do you regard as the better plan of the two? The old plan was a good one, as it avoided the cutting; but I certainly prefer the new one. I do not know precisely what was Mr. Bennett's objection to it, but I think it was the cutting.
7081. Then, in your opinion, the new plan is the better of the two? Yes; the one which Mr. Collett adopted.
7082. The line adopted was that of Collett and Debenham, as distinguished from the line of Bennett and Wells? Yes.
7083. And it is the better of the two? Yes.
7084. Are the gradients or back cuttings easier on this than on the old line? I decline to give an opinion on that point.
7085. Did the Commissioner direct Mr. Quodling to measure the big cutting on the new line? Yes; he and I were ordered to measure it.
7086. Both of you? Yes; we were to measure it together.
7087. What was the object in directing the two of you to do it? It was that we might check each other. We had each to take different measurements.
7088. Did he do as he was ordered? No; because the arrangements for doing the work for a lump sum of £700 was made, and so the measurement was unnecessary.
- 7089.

- Mr. Alex. C. Bayley. 7089. Then Mr. Quodling did not obey his orders because those orders were superseded by other arrangements? Yes.
- 3 Jan., 1862. 7090. *By Mr. Hoskins*: But why were they superseded? Because a contract was taken for a lump sum.
7091. Was not the work done on a schedule of prices? No; at a fixed sum for the work.
7092. *By the Chairman*: Have you seen Mr. Quodling at Murrurundi? I have.
7093. Is that in his district? It is on the border of it.
7094. When you have seen him there was he on public business? He might have been; I cannot say.
7095. Did you ever know him to neglect his duty by going to Murrurundi? That I can say nothing about.
7096. Can you state the kind of timber that is employed in the construction of the Murrurundi Bridge? It is principally stringy-bark.
7097. Is that a good durable wood? Yes.
7098. Is it a wood that lasts in the ground? Yes, for a time.
7099. Is it as good timber as blue gum or ironbark? No, it is not.
7100. Nor likely to last so long in the ground? No; but there is no stringy-bark in the ground there.
7101. Have you heard Mr. Collett say that this bridge was too narrow? Yes, I have heard him say so.
7102. And do you agree with him in that? I do.
7103. Do you know if there is any white gum used in this bridge? There is not.
7104. Not in the planking of the roadway or anywhere else? The planking was not done when I left.
7105. You know the white gum? Yes.
7106. It is generally considered to be a bad wood? It is.
7107. It is not ordinarily used? I know that it is never specified for.
7108. What is the objection to it? After a short time it rots away and goes to powder.
7109. Is that the case with the heart of the wood, or is it confined to the sap only? It is the case with both the heart and the sap.
7110. Is it not the case with stringy-bark also, especially as regards the sap—does not that also rot away to powder? I do not know that it does. Certainly not to the same extent. I have seen stringy-bark last a long time.
7111. Does this white gum have the heart of the wood of a white colour? Yes; white, with a tinge of brown through it.
7112. Not so red as mahogany, as it is generally called, or so dark as ironbark? No. Ironbark is a very dark wood.
7113. But do you not know that there is a white ironbark? Yes; but it is a totally different wood to the white gum.
7114. Is it darker than the white gum? Yes, much darker.
7115. Stringy-bark is a light white wood? It is a light wood, but that is darker than the white gum.
7116. Is the stringy-bark that grows about Murrurundi the same kind of wood as is called stringy-bark in the Southern District? Yes. It is exactly the same as the stringy-bark we use at Yass.
7117. Do they consider the stringy-bark at Yass to be a good durable wood? It is very generally used.
7118. *By Mr. Dalgleish*: Allow me to ask you if you have been brought up to any trade? No, I have not.
7119. How long have you been employed in the Department of Works? About five years.
7120. What were you previously—what occupation did you follow? I was at the sugar; I was brought up in the West Indies.
7121. You were employed in the sugar planting? Yes.
7122. In what way were you first employed upon the roads here? I was engaged upon the construction of bridges at Moreton Bay.
7123. What experience had you previously had in this kind of work? I had put up some bridges in Jamaica.
7124. As a workman? No; as superintendent of the estate. I overlooked their construction.
7125. Was that your whole experience of works of this kind? Yes, that and buildings; I put up some in Barbadoes.
7126. How many bridges were there put up on this contract? Eight or nine.
7127. And how many were there according to the original contract? I cannot recollect now.
7128. Is this a correct list of the bridges, as contracted for to be put upon the line (*General Conditions in regard to Bridges handed to witness*)? Yes, this is correct.
7129. You see the bridges Nos. 9 and 10 there? Yes.
7130. Were they built? No.
7131. Was the cost of constructing these two bridges included in the £6,000 odd that have been alluded to, and for which the contract was taken? It was.
7132. What would be the value of these bridges that have been omitted to be constructed? I could not say.
7133. Would the amount saved by their non-construction be sufficient of itself to pay the expense of widening all the remaining bridges? Yes, I think so.
7134. Then no deviation from the original contract price would be warranted for the widening of the remaining eight bridges, seeing that two were not required to be built, and that the money then saved would be equal to the increased cost? That is a mere matter of opinion.
7135. To me it appears more a matter of fact? It is a question of calculation.
- 7136.

7136. If you look at the list, you will see that No. 1 is a simple beam bridge of two 20 feet spans, and one 15 feet span; that No. 2 is also a simple beam bridge of one 20 feet span; No. 3 is a simple beam bridge of two 21 feet spans; No. 4 is the same with three 21 feet spans; No. 5 is a simple beam bridge of one 25 feet and four 21 feet spans? Yes, that is quite correct.
7137. These are bridges entirely of a simple construction? Yes.
7138. The next bridge, No. 6, is one of three 50 feet spans undertrussed, and one 21 feet span, with beam corbels—this is one of a more expensive construction? Yes. That was not put up; at least it was not put up whilst I was there.
7139. It is a more complicated and consequently a more expensive bridge than the others? Yes, it would be much more expensive than any of the others you have mentioned.
7140. In what proportion? I can hardly say.
7141. Would it be as expensive as the first three bridges put together? Yes, it would.
7142. Would it be equally as expensive as the aggregate cost of the first four bridges? Well, it may be.
7143. Would the expense of erecting this one bridge, No. 6, be sufficient to cover the cost of constructing the first four bridges I have enumerated? I think it would. I think the four might be put up for what would be required for this one, or very nearly. However, it is just a matter of calculation.
7144. Then the expense of No. 6 bridge would be equal to the whole cost of the first four bridges? I do not think it would quite cover it.
7145. Would there be much deficiency? No, not a very great deal.
7146. Will you look at the plan of these bridges (*Plan of D bridge produced*)—Are these the plans you had to work by? They are.
7147. Do you recognize here the plan of No. 6 bridge? Yes.
7148. What would be the aggregate cost of the bridges 1, 2, 3, and 4, as compared with the cost of the single bridge No. 6? The difference in length would be the only difference.
7149. Would not the difference in span increase the expense; for instance, the first bridge has two 20 feet spans, whilst No. 6 has three 50 feet spans—would not the 50 feet spans be proportionately more expensive than the 20 feet spans? Yes, certainly.
7150. And would not each span of 50 feet be proportionately more expensive than the whole of No. 1 bridge? Yes.
7151. This No. 6 bridge has to be erected also with beam corbels; that again is a more expensive mode of construction than is adopted in either of the other four bridges? It is.
7152. So that if No. 6 bridge has not been made, there would be an immense proportionate saving on the whole of the work? There would.
7153. And more than a proportionate saving if the work of No. 6 bridge is of a more expensive character than that of Nos. 1, 2, 3, or 4 bridge? Yes; the expense would of course be greater for the large bridge.
7154. Then, supposing this one bridge, No. 6, to be left out from being made, would not the amount saved be sufficient to widen the remaining bridges? Yes.
7155. Then again, No. 7 is a simple beam bridge of three 25 feet spans, with beam corbels; is that as expensive a bridge as No. 9, which was to be a queen-trussed bridge of one 50 feet span, with three 21 feet spans, with girders and corbels? No.
7156. And would not the expense thus saved go a great way towards widening the other bridges? No doubt it would.
7157. Would not the saving from these bridges being omitted, not merely pay for the widening, but also leave a balance to the Government, after widening the others? Yes, I think it would.
7158. So that the contract need not to have been exceeded by reason of the widening of the bridges? No.
7159. Are the D bridges built in accordance with the drawings you have verified? No, No. 1 is not, nor anything like it; it is built with only one span of 25 feet.
7160. Is No. 3 built in accordance with the plan? Yes, it is.
7161. Is No. 2 built in accordance with this plan? I cannot say; I was not there when it was erected.
7162. Then, from what you now say, it would appear that you had not thought sufficiently over your answer when you said that £700 was not too large an increase of the original contract, considering the widening of the bridges? I did not say that it was on account of the widening of the bridges, but for the whole of the extra work that had to be done; I said that, everything included, it was not too much. A good deal of extra metalling was included, and I meant that everything being completed, and the road opened, the £700 extra was not too much.
7163. Have you seen the bridges since they have been completed? No.
7164. Are those that have been omitted the most expensive bridges to make? Yes.
7165. Could you say in what proportion—in round numbers? I could hardly say.
7166. As compared with one of the other bridges—say with No. 1? I should think it would be about a fourth more.
7167. But there are three 50 feet spans in No. 6 bridge, whilst there are only two 25 feet spans in No. 1 bridge? When I say that it would cost a fourth more, I mean that it would cost a fourth more per foot run.
7168. Can you state the quantities of work to be performed under the original contract taken for £6,379? I cannot.
7169. Did it include the ten bridges? Yes.
7170. Of which only eight were erected? Yes.
7171. Were there any other heavy amounts of work to be done that you remember? Well, I do not remember.

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7172. Have you any knowledge of the quantity of work to be performed under the original contract, as compared with what had to be done under the new arrangements—in which do you think was there the greatest amount of work to be done? I think there was more work in the new agreement than in the first contract.
7173. Will you state in what way, seeing that, to begin with, there are fewer bridges, and that those omitted are the most expensive? Yes, but then the cuttings became more heavy; then there were 1,200 more yards of metal to be broken and laid down; that is an expensive item.
7174. That was paid for extra? Yes, but it was included in the £700 given beyond the contract.
7175. You could not give us any nearer idea than this of the difference of work between the two? No, I could not.
7176. *By Mr. Hoskins:* In estimating a contract at a lump sum, is not a calculation made in the first instance based upon a schedule of prices? Yes.
7177. But you say there was no calculation made in this instance? Yes, there was a calculation made of the amount that would be saved on the sums estimated for the bridges, and of the cost of the extra work that would be required.
7178. And upon what schedule of prices was that calculation based? Upon the one that I saw here yesterday.
7179. Have you made any calculation to see if the lump sum given was in excess of what the amount would have been had it been executed upon a schedule of prices? No, I have not, because I have not seen the work.
7180. But you can surely say from the state of the works when you left them? No, they were only in progress then.
7181. As a matter of fact, can you say whether the money received by the contractor was in excess of what it would have been had the work been performed under a schedule of prices? I cannot say what was paid him, because I made no measurement of the earth-work.
7182. You never measured the cuttings at all? No, the calculation was made by Mr. Quodling.
7183. You never ascertained whether the contractor received more than he would have done under a schedule of prices? No. When I left he had not received more than the usual amounts paid on the value of work actually done.
7184. Then whilst you were there he never received anything more than the value of the work warranted, a certain per-centage being withheld, according to custom, to be paid on completion of the contract? No, he never received more, with the exception of the £600 which I was authorized to send in a voucher for.
7185. Did you refuse to give the voucher because he had not done work to the value of £600? I could not say whether he had done it or not, because I had not measured it. I believe the work was there, but I could not give a voucher for it until I had measured it.
7186. Then you were authorized to give a voucher for work that you had not measured? Yes; I did it under orders.
7187. Were you ever asked to do the same thing in other cases? No, never.
7188. Do you consider it to be your duty as a Superintendent, not to sign a voucher for a contractor to receive money, during the time his contract is being performed, until you have assured yourself that work has been performed to the value of the amount vouched for? I should not be justified in giving a voucher, until I was sure, by measurement and examination, that the work was done.
7189. Have you ever done so in any case? Only in this one case, when I was directed to do so.
7190. And who directed you to do it—the Commissioner, Mr. Collett? Yes.
7191. Did you remonstrate with him when he gave you this order? I said that I would not do it; that I had nothing at all to do with the earth-work; and then afterwards I said that if he gave me authority I would do it.
7192. Are you sure that there was a sufficient quantity of work done to warrant the payment of the sum for which you gave the voucher? I could not say positively, but I think there was.
7193. Did you ever hear anything of Mr. Martindale's character as a contractor—anything not very complimentary to him? I know that Mr. Bennett had not a very high opinion of him.
7194. In what way? On account of the character that Mr. Martindale brought up from Melbourne with him.
7195. What was it? Mr. Bennett knew very well that Mr. Martindale had not behaved very well in Melbourne, in a contract he was carrying out at the Yan Yean Water Works. Mr. Bennett told him that he must be more careful here in carrying out his contracts than he had been in Melbourne.
7196. And was he more careful here? He did everything at the Doughboy contract, except the gravel, very well.
7197. Do you know how he obtained that contract—was it put up to public competition? It was.
7198. And was his tender the lowest? I never saw the tenders, and therefore I cannot say whether his was the lowest or not.
7199. He had a bad reputation as a contractor in Melbourne? So I have heard, but I do not know it of my own knowledge.
7200. How many contracts have you seen him perform during your time? He has had three under my own eye.
7201. Did he perform them well? Yes.

7202. Were they all submitted to public competition before he obtained them? Yes, the whole of them. Mr. Alex. C. Bayley.
7203. Who was the particular officer who had charge of the Roads Branch, at the time these tenders were allotted to Mr. Martindale? Captain Martindale. 3 Jan., 1862.
7204. That must have been some time ago? No, it was in 1860.
7205. You do not know of any contracts having been allotted to Mr. Martindale since the accession of Mr. Collett to the office of Commissioner? Yes; he has obtained the extension of the Murrurundi Gap line.
7206. And was that submitted to public competition? Yes.
7207. You mean the extension of the Doughboy Diversion? No; the extension of the Murrurundi Gap line. It was an extension of the Gap deviation.
7208. What was the character of the work? Principally side cuttings.
7209. And that you say was submitted to public competition? Yes.
7210. Tenders were publicly called for? Yes, I believe so.
7211. Are you quite sure that this was the case? Yes; I believe that notices were published in the *Government Gazette*. I know that the plans were sent up and lodged at the Murrurundi Police Office, and I should imagine therefore that the tenders were called for in the *Gazette*.
7212. And was this the second contract that Mr. Martindale had on the Liverpool Range? Yes, the second.
7213. What was the amount of this extension contract—what was it taken for? I had nothing to do with it, and therefore I do not know.
7214. You did not supervise the work? No.
7215. Then you do not know positively whether he obtained that contract by tender? I believe he did.
7216. By public tender? Yes, I think so.
7217. And this extension of the Doughboy contract, was that submitted to public competition? Which extension?
7218. The increase from £6,000 odd to £7,000? No, that was not obtained by public tender.
7219. Is the Commissioner frequently in the habit of allotting contracts to different persons without submitting them to public competition, within your own experience? Not within my experience. I do not know of any instance of the kind.
7220. Your services, I believe, were more particularly required in looking after the construction of the bridge at Murrurundi? Yes.
7221. Are you sure there is no white gum used in that construction? As far as I went I know there was none.
7222. What was there to be done when you left? There was the flooring and planking to be done, and a cross-girder or two to put in.
7223. Was there much flooring to be done? No; only about thirty or forty feet.
7224. Now with reference to the Highland Home contract, you stated, I believe, that the money spent there had been wasted, or at all events, that it had not been judiciously expended? I did.
7225. That the road had not been properly consolidated or formed before the metal or gravel was put on? Yes.
7226. What fault have you to find with it besides this? I think it is too narrow.
7227. Would its being too narrow affect it in such a way as to prevent its standing the traffic so well as if it was wider? Yes. On a narrow road the weights passing over it bulge it out and so cause it to give. This will always be the case where there is not sufficient width of road to keep it solid.
7228. Is it your opinion that the roads generally throughout the Northern District are too wide? No; on the contrary, they are not wide enough as a general rule.
7229. Is it not the fact that in many places the road is so narrow that two drays cannot pass each other without turning off on to the water tables? In some places.
7230. Is there any other reason why this Highland Home Road is not in a good condition? Yes; I object to the gravel used.
7231. Why? Because I do not consider that this gravel will ever make a good road, especially put on rough, in the way they have done here.
7232. Is it not the fact that the greater portion of the road between Maitland and Murrurundi is laid with gravel? Yes, such is the case.
7233. And that being the case, do you consider the roads to be made on a good system? No, I do not.
7234. What would you prefer? Metal, on pitching.
7235. Would not that be more expensive? Not in the long run; it would be found to be cheaper in the end.
7236. In what way? Because there would not be so much necessity for repairs.
7237. It would however involve an increased expense in the first instance, when the road is laid down? Yes; it is more expensive at first, but in the long run it will be found to be a saving.
7238. So then it is your opinion, that if a layer of metal on a layer of pitching was laid down at the Highland Home it would in reality diminish the cost of the road? Yes; if that had been done at first, that road would not have cost so much as it has done since.
7239. How long have men been employed on that road repairing it, and how many have been so engaged? That I do not know; it was completed before I went up.
7240. During the time you were there, how many men were at work on it? That I cannot say. It was not above once in a month, or once in two months, that I passed by that road.
- 7241.

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7241. There were men, however, continually employed on it? There was a maintenance man there, I know.
7242. There have been several contracts for the repair of this piece of road? Yes.
7243. And then there was a maintenance man put on it to keep it in order? Yes; but it always goes with the wet.
7244. Then it is not a good piece of road in wet weather? No. It is very good just now, but it will be as bad as ever when the rain comes on.
7245. Do you know the amount per mile that Parliament votes annually for the maintenance of the roads of the Colony? Yes; £50 per mile is voted for the Main Roads.
7246. Has that amount been judiciously expended? Yes, as far as it goes. It could not be spent better than in having men to fill up the ruts made in the road by the heavy loaded drays.
7247. Would that employ two men for every mile? No.
7248. But £50 a mile is a very considerable sum to lay out upon new roads? It is not much for a road; £50 a mile will not keep a road in proper repair.
7249. You are aware that contracts involving very large sums of money have been taken for portions of road over Warland's Range and the Murrurrundi Gap—can you say if good roads have been made in these places? Yes, it is a very fair road now, but there has been a good deal of gravel put on it.
7250. Is it gravel of a good quality? No, it is very often bad.
7251. Would it not be possible to obtain good stone for metalling anywhere near the Highland Home? There is some very fair stone to be had, but it is not the best.
7252. You say you may have attached your name to the testimonial to Mr. Collett, though you do not appear to be very sure about it; if you did so, what was your reason for so doing? The reason why I put my name to the writing was because of Mr. Collett being so long on the Northern Road, and the people knowing him got up this paper expressing regret at his leaving them, and that sort of thing.
7253. Do you consider mere length of service, or the proper performance of duties, that which most entitles an officer to praise? I did not venture into any question of the sort. There was nothing about the performance of his duties in the paper I signed.
7254. Did you attach your signature to it because of the length of Mr. Collett's services, without any reference to other reasons? Yes.
7255. It was not then because you considered his management of the roads to have been commendable? That was a matter that I did not take into consideration; I only signed as a friend; he was going away, and it was a kind of compliment to him; that was the only way in which I signed.
7256. Do you think that the general system of making and maintaining the Great Northern Road, or any portion of it, that has been pursued by Mr. Collett, has been commendable? The roads to the north are much better now than they were; of that there can be no doubt. In the valley of the Page, for instance, they are very much better than they have ever been.
7257. Do you approve of Mr. Collett's general management of the road? Well, I do not approve of the gravel at all.
7258. Is there anything else in the system of management that you disapprove of? I disapprove of the plan that is pursued in selecting pieces of road to make. I think there ought to be a system followed of making one piece of road permanently good before going to another. This running about from one piece of road to another only causes a deal of unnecessary expense. The plan I would pursue would be to begin at one end of the line, and go regularly through with it, making one portion completely before I went on to the next. This would be much better than going about from place to place, doing a little here and a little there.
7259. Then you think it would be better to consolidate the money, men, and labour, upon the worst parts of the road, and make them permanently good? Yes, and leave the other parts alone altogether. Even now, with all the money that is spent upon the Northern Road, the greater part of the traffic does not go upon the road at all. The bullock-drivers go through the bush from one part of the road to another, coming on to the road in the bad places.
7260. And the consequence of this mode of construction now pursued is that the road is not solidly made anywhere? No.
7261. Do you consider the road to be wide enough? No, I do not.
7262. Or the bridges? Those that are being built now are wide enough.
7263. Was not the Liverpool Range Road within the district of which Mr. Collett had charge as Road Superintendent? Yes.
7264. How long have you been employed on the northern line of road? From the 17th March, 1859, to the 20th August last.
7265. Where were you employed? I was at the Wollombi first; and then I went to the Falbrook Bridge, on the 1st August, 1859.
7266. Had the Liverpool Range contract been commenced when you first went on to the Main Northern Road? No, it had not.
7267. Were you asked by the Commissioner to take charge of that contract? I was directed to take charge of it.
7268. Is it usual in the Roads Department to place one person in charge of a contract that is being performed in a district of which another person has charge? Yes, where the work requires constant supervision it is.
7269. What other contracts had you charge of? I had charge of the Sandy Creek Bridge, of the Murrurrundi Bridge, and of the Falbrook Bridge.

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- 7270. What is the distance from Sandy Creek to the Gap? Forty miles.
- 7271. Then if you had to overlook the Sandy Creek Bridge, it would be impossible for you to be at the Gap to look after the works every day? When I took charge of the Sandy Creek Bridge all the most important work on it was done. All the piles had been driven, and there was only the superstructure to be done.
- 7272. How often did you visit the works on that bridge? I think I went there about four times.
- 7273. What was the extent of Mr. Collett's district when he was Road Superintendent? It extended from Morpeth to the Doughboy Hollow.
- 7274. What reasons were given you, or what instructions did you get for being placed on this work, in Mr. Collett's district? There were no reasons given to me. I was only told to go there and look after the work.
- 7275. Did Mr. Bennett, when he sent you there, say that you were to have the whole and sole control of the work? He did.
- 7276. And that Mr. Collett was to have nothing to do with it? Yes; I was to communicate directly with him on any matter that might arise.
- 7277. And not with Mr. Collett? No.
- 7278. Did Mr. Collett order you to make any alteration in that contract? No.
- 7279. Did you or Mr. Bennett condemn the gravel that was used on this contract? Yes; I did.
- 7280. What for? Because I did not think it good; I knew it would not stand.
- 7281. Was a moiety of the amount claimed by the contractor for this work withheld because of your having condemned this gravel? Yes; it was kept back until Mr. Collett passed it afterwards.
- 7282. When did he pass it? I could not say the day.
- 7283. But do you not keep an account of all these matters? I do; but that is in an old book that is full, and I have not got it with me. I can however give you the dates of the letters I wrote condemning the work.
- 7284. What are they? The first was the ——— 1860, and the other the 7th January, 1861.
- 7285. How long was it after this second letter that Mr. Collett came up and visited the works, and passed that which you had condemned? I think it was about the latter end of January that he came up.
- 7286. He had then assumed the position of Commissioner of Roads? Yes.
- 7287. Between the time of your writing the letter, and that of his visit of inspection, had any gravel been removed, and any fresh been substituted? No.
- 7288. What quantity of gravel had been laid down, what was the length of roadway on which it had been laid, and at what thickness was it laid? I think it was laid down upon about 7 to 10 chains of the roadway, but I am not quite certain.
- 7289. How was it paid for—by the load, or by the yard? By the cubic yard.
- 7290. And was it proper kind of gravel for the purpose? The specification says that it was to be good angular ridge gravel.
- 7291. Was it so? No it was not; instead of being good ridge gravel it was a kind of conglomerate of burnt stuff, all white.
- 7292. What was the difference in cost to the contractor between laying down this kind of gravel and furnishing such as had been specified for? It would have cost about 1s. 6d. per yard more to have got proper gravel.
- 7293. And what amount of money was involved in this alteration—at a rough guess? I could not say how many yards of it were used.
- 7294. But you can say, within a little, what amount of money was involved between the use of the good and the bad material? It is hard to say without knowing the number of yards.
- 7295. Did it make a difference of £500? No, not so much as that.
- 7296. When was this gravel spread, and who superintended the works at the time? Some of it had been spread when this first letter of mine was written; I was superintending the work at the time.
- 7297. Did you remonstrate with the contractor on the impropriety of his putting down such stuff upon the road? I did, and I also wrote to Mr. Bennett on the subject.
- 7298. And did he direct the suspension of the work? Yes; he ordered me to stop the spreading of any more of this gravel; and I believe that there is now in the department a letter from Mr. Bennett to Mr. Martindale, recommending that no payment should be made on account of this part of the contract until this stuff was removed.
- 7299. Did you intimate to Mr. Collett when he came up, that you had remonstrated with the contractor on his using this stuff? Yes; I told him that I had condemned it, and that Mr. Bennett had agreed with me. He said, however, that he thought it would stand; that there was a good deal of lime in it, and that it would bind well; on that account he passed it.
- 7300. Was the contractor a gainer to any large extent by having this gravel laid down in preference to that specified for? Not to a very great amount.
- 7301. But he was a gainer? Yes.
- 7302. What time elapsed between the time of Mr. Collett expressing his approval of the work and the proposal to further improve the road? It was improved in May I think.
- 7303. And this circumstance that you are speaking of took place in January? Yes.
- 7304. Was the contractor bound to keep the roadway in order after he had completed it? No, he was not.
- 7305. Was he not bound to keep any part of it in repair for a certain time after completion? Not by the original contract, but there was a subsequent arrangement under which this was done.

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7306. What was that arrangement? He was to keep it in repair for six months, and was to receive £175 for the six months.

7307. Did he do so? Yes; he had men employed filling up the ruts with stones and fresh metal.

7308. Was this sum too much for the work done? There was no breaking up of the stones or raking over the metal so as to cover them properly. If this had been done the amount would not have been too much.

7309. Then the work was not done properly? He did it well enough for the first two months; the ruts were properly filled, and the stones were covered with metal, but this was not done afterwards.

7310. Were there a number of men employed keeping the road in repair? There was always one man employed, and for the first two months, during which the work was properly done, there were three or four men. They were then taken off, and I think only the one man was at work.

7311. I believe the road was in a very bad state almost immediately after it was passed? Only that portion of it that had the bad gravel on.

7312. Can you state when it was that Mr. Collett formally opened the Liverpool Range Road? I do not think that it was ever formally opened. We had the traffic on a portion of it in the November before it was finished.

7313. Can you say when it was that he finally took the road off the contractor's hands? I have not got the date here.

7314. Can you not give us some idea as to when it was? I think it was on the 1st of March; I am not quite certain, but I think that was the time that the maintenance man was to commence.

7315. How many days previously was it that Mr. Collett was upon the road and passed it? That I cannot say. I am not sure whether it was at the latter end of January or of February.

7316. Can you not speak with some degree of accuracy on this point—surely it was a matter that you must have borne in mind? I do not remember. I have the date in another book.

7317. Was it previous or subsequent to Mr. Collett receiving the testimonial? It was previous to the testimonial.

7318. You are sure of that? Yes, I am quite sure it was.

7319. Do you happen to know whether Mr. Martindale was very active in soliciting signatures to that testimonial? He never asked me. I only saw him with Mr. Weaver; and Mr. Weaver afterwards told me that he had subscribed to the testimonial and that Mr. Martindale had asked him to do so.

7320. Murrurundi is not such a very large place but that, if Mr. Martindale had made himself active in this way, you would have heard of it? He did not tell me that he was getting signatures. If he was doing so he would take good care not to let me know it.

7321. We have had a letter in reference to this contract laid before the Committee—let me ask you if you recollect Mr. Collett directing you to copy a letter he gave you, which copy you were afterwards to send to him in Sydney as if coming from yourself, in reference to the amount required for work, in addition to the contract? Yes, I recollect it perfectly.

7322. Have you a copy of that letter? I have already handed it in.

7323. At the time Mr. Collett asked you to write this did you make any remark to him about it? No.

7324. Did you not think there was anything strange in it? No, I thought it nothing more than a fair thing; I did not think that Mr. Martindale would gain anything by it.

7325. Do you think that this mode of procedure was the usual course for the superior officer of a department to adopt—to direct an officer under him to write him such a letter? It was not usual, because it had never been done before.

7326. You thought the proposal a fair one? Yes.

7327. Do you consider that Mr. Martindale was bound by it? Yes, I think so.

7328. In your experience have you ever known an analagous case? No, I never before received a letter of the same kind to copy.

7329. What has been the usual course? When extra work has been required I have been directed to make an estimate for it, and to send it in to the Sydney Office.

7330. And when you are told to do this you consider yourself responsible for the correctness of the estimate? Yes.

7331. Did you reconsider yourself in the present case? I did not. I acted under orders.

7332. Did you make any estimate of what the cost of the proposed alterations would be? Yes; I went over the work with Mr. Collett, and we considered the amount only a fair thing to pay.

7333. Did you estimate the quantity of work to be done, and the cost in accordance with the schedule of prices of the department? Yes; we went through it all, and considered it only a fair price for the work to be performed.

7334. Then you think there was nothing wrong in the transaction, but that it was merely an irregular proceeding? I never saw it done before or since.

7335. Did you ever know an instance of the Commissioner authorizing a deviation from an adopted line without first consulting the Superintendent in charge of that line? I did not.

7336. Do you consider yourself empowered to allot contracts to individuals without submitting them to public competition? No.

7337. Have you ever received instructions to allot work to individuals without public tender? No; nor do I consider that I have the power to do so.

7338. Have you ever done so, under orders or otherwise? No, I have never given a contract to any person; it has always been done by the Office. When I have thought a good

- good opportunity offered, I have written to the Office stating what it was, and they have returned me an answer, accepting it or not, as they thought proper.
7339. Do you consider it to be your duty not to sign a voucher unless you are first assured that there is the quantity of work for which the voucher is required? I am not authorized to sign a voucher unless I have first made a measurement of the work.
7340. And you have never done so, except in the one case of the £600? No, only in that case.
7341. And then you protested against being called upon to do so? Yes.
7342. *By Mr. Dangar*: You were the Superintendent of the Sandy Creek Bridge? Yes.
7343. Who was the contractor for the work? Mr. Martindale.
7344. Was it not Mr. Miller? No, he had nothing to do with it; he did the approaches.
7345. The chief part of the work was completed, you say, when you went there? Yes.
7346. Are you acquainted with Mr. Maclean? No.
7347. Are you acquainted with Mr. O'Donnell? Yes, I know him.
7348. Do you happen to know whether they made any complaint in reference to the piling of this bridge? No, I do not.
7349. Of what wood were the piles composed? Of ironbark.
7350. Was there any red gum used? Yes, a few pieces.
7351. Was there any of it decayed—hollow? No; none.
7352. And you consider that the work was executed in a satisfactory manner? Yes; Mr. Bennett saw it, and passed it.
7353. You have passed near Mr. Kleinsinger's place? Yes, I have.
7354. Have you observed a quantity of timber lying there, by the road side, the property of the Government? I have seen some timber there.
7355. Do you know what the object was of going to this expense of cutting and drawing this timber? I believe it was intended for a bridge.
7356. Are they now being used by a contractor for another work? I think they are.
7357. There are a quantity of slabs there also? I have not seen them; but I believe there are.
7358. Do you know whether a contractor has been allowed to use any portion of them for a work he has undertaken? I cannot say.
7359. They were brought there at the time Mr. Newcomen was overseer? I believe so.
7360. Are they used now? I could not say positively if they are, but I believe some of them have been used.
7361. *By Mr. Hoskins*: Have you superintended contracts in which Mr. Miller, of Seone, was the contractor? Yes, one.
7362. What was it? The approaches to the Sandy Creek Bridge.
7363. Was it a large contract? No; only a small one.
7364. What was its amount? Ninety odd pounds.
7365. Was that let to him by public tender? No.
7366. It was allotted to him on his own private tender? Yes.
7367. That is the only contract of Mr. Miller's that you have been connected with? Yes.
7368. *By Mr. Dalgleish*: There might be some misunderstanding in respect to one question I have asked you. In answer to my question as to the comparative cost of long and short bridges, you said that the difference was one-fourth per foot run. Am I to understand you that the short bridge costs a fourth of the price of the long one; or, in other words, if the short one costs 1s. per foot, the long one will cost 4s.? No; by the difference of one-fourth I mean that if the short bridge costs 1s. the long one would be 1s. 3d.
7369. So that if the short one costs £2 per foot run, the long one would cost —? One-fourth more; or £2 10s. per foot.
7370. By the non-enforcement of the consolidation clause you say there would be a saving to the contractor of £300 a mile? Yes.
7371. How much would that make on the contract? There are about two miles in the contract.
7372. So that the non-enforcement of the clause would put £600 in the contractor's pocket? Yes.
7373. *By Mr. Garrett*: Are not 2,800 lineal yards of pitching 18 feet wide, with an average thickness of $7\frac{1}{2}$ inches equal in quantity to 3,500 yards of broken road metal? That is a matter of calculation.
7374. The original quantity of metal to be provided was 3,520 yards? I think it was.
7375. And the price was to be 6s. 6d. per yard? Yes.
7376. And the price for the pitching, of which there was to be 3,500, was to be 5s. 6d. per yard, the value according to your estimate? Yes.
7377. In addition to the pitching are there not 1,200 yards of broken metal at 6s. 6d.? Yes; but that was extra.
7378. *By Mr. Dalgleish*: And paid for as extra? Yes, included in the £700.
7379. In addition to the 1,200 yards of metal, there were 1,300 yards of shale for blinding, at 3s. 6d. per yard? Yes, the metal was to be blinded. I do not think that any precise price per load was fixed; it was made up in a lump sum.
7380. What is about the price per load of shale? The price varies according to the distance it has to be drawn.
7381. Is 3s. 6d. per load a high estimate for the blinding? I think it is a good price.
7382. When you say a good price do you mean that it is a fair price, or one at which the contractor would be well paid? I think he would be well paid at that.
7383. In comparing the cost of the blinding and of the metal with the cost of the pitching that was substituted, what would be the gain or loss to the Government by the change? I could not answer that question; it would require me to go into a long calculation.

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7384. *By Mr. Lucas:* The object is to bring out the difference of price in these articles—the price of the metal, the blinding, and the pitching, as against the metal for which they were substituted? I could not answer the question.
7385. What did you say that the agreement stated that the price of metal was to be? It was to be 6s. 6d. per cubic yard.
7386. Then if the metal was worth 6s. 6d., what would the pitching be worth per cubic yard? About 3s.
7387. There was a letter produced here which you wrote to the department, sending in an estimate for extra work required, and stating the price at which it would be done? Yes.
7388. Did you receive a copy of that letter from the Commissioner? No; I received the original letter to copy.
7389. And you were ordered to send it in as if it originated with you, when in fact it originated with the Commissioner? Yes.
7390. Have you ever before received such a letter as that to copy? No.
7391. Has it ever come to your knowledge that a letter of the same kind has been received by other overseers or Superintendents? No.
7392. And you never had another to do? No; that was the only one I ever had.
7393. You have had some experience in road-making—do you think that a road ought to be well consolidated before metal is put on it? Yes, I think so.
7394. Have you ever known an instance of persons waiting till a road was soft before they put metal on it? No, I have not.
7395. Is not the object, in pitching the road, to get a good foundation for the metal? Yes.
7396. And even when pitching the road, would you not endeavour also to get as good a foundation as possible for the pitching? Certainly.
7397. Does not pitching tend in a great measure to drain the road? It does.
7398. There are always cavities or interstices between the pitchers through which the water drains, and so keeps the road dry? Yes.
7399. Suppose that you were superintending the making of a road, and that you had the works entirely under your own sole control and management, without being responsible to any one, would you not in the case of a cutting to form an embankment, think it necessary that the embankments should be well consolidated before you commenced macadamizing it at all? Certainly, I should think so.
7400. What is the height of the embankment in this contract? It varies.
7401. What is the highest part of it? About 6 feet or 7 feet.
7402. Supposing the earth for the embankment to be drawn solely from the cutting, and shot into the embankment, would not that earth be likely to sink a foot or eighteen inches? It would sink a great deal; about four inches to the foot, if it was barrowed or shovelled there.
7403. How long have you been engaged in the department? About five years.
7404. Were you employed in it during Mr. Bennett's time? I was.
7405. Was it not the custom in his time to cart the metal and put it in heaps by the roadside, and then measure it before it was put on? Yes, that was the way it was done in Mr. Bennett's time.
7406. Was not that the usual and ordinary way? Yes; that was the way I measured the metal on the Gap.
7407. *By Mr. Dalgleish:* Do you mean to say that an embankment would sink so much as four inches to the foot? Yes, I think it would if the stuff was shovelled or barrowed; that is, supposing there is no rain during the time the embankment is being put up.
7408. But we are not speaking of shovelling? It was all shovelling or barrowing in this case.
7409. *By Mr. Lucas:* Did they not use carts to tip the earth over? No; there was no lead to require the use of carts.
7410. How was that? All these embankments were sidlings, so that the earth cut out from one side of the road was thrown over to the other to make the embankments.
7411. Then one half the road was solid? Yes.
7412. And the other half was embankment? It was.
7413. And that particular kind of road is one that will shew the difference between the solid road and the embankments almost immediately? It would.
7414. Is it not usual in putting metal on roads to put it on in two layers? It is.
7415. Supposing the specification to be for nine inches of broken metal to be laid on a road, is it not usual to put five inches on first, to allow them to consolidate, and then to put the other four inches on top of them? Yes, that is the way it is done.
7416. If work is done in that style what would be the difference to the contractor as compared with putting it all on in one layer? The only difference would be the difference of time between the laying on of the two layers.
7417. He would be kept out of his money during that interval? Yes.
7418. That is, if the metal had to be measured in heaps on the road? Yes.
7419. In the specification here it says that all the stone for each layer shall be broken and measured in heaps before the layer is spread; and that the first layer shall be spread before the second layer shall be begun to be broken—was that carried out? I do not know; I was not there when the metal was put on, though there was some metal broken when I was there.
7420. Would it make any difference in the price of a contract, if, instead of spreading and putting on the metal in two layers, as specified here, the contractor was allowed to put on the

the whole nine inches at once? It would only make a difference in time; it would allow him to get rid of his contract all the sooner.

7421. What is your opinion, as a practical road-maker, of putting the whole nine inches of metal on at once, instead of at twice—suppose you were in a position in which you were responsible to no person, what plan would you adopt? I would put it on at once.

7422. You have no doubt, however, as to the desirability of having a road well consolidated before it is macadamized? No doubt about it whatever.

Mr. Alex. C.
Bayley.

3 Jan., 1862.

TUESDAY, 7 JANUARY, 1862.

Present:—

MR. ARNOLD,	MR. GARRETT,
MR. DALGLEISH,	MR. HOSKINS,
MR. DANGAR,	MR. LUCAS.

WILLIAM FORSTER, Esq., IN THE CHAIR.

W. R. Collett, Esq., further examined:—

7423. *By Mr. Dalgleish:* I think I was asking you, when your evidence was interrupted, to give way to Mr. Bayley, with regard to the officers in your department? Yes.

7424. I think you stated that the Engineer is next in authority under yourself? The next in authority as respects the roads.

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7425. In case a dispute arose between the contractor and the Superintendent, would you consider it any part of your duty to consult with the Engineer as to the matter in dispute? Not as regards the roads, but as regards the bridges.

7426. Did you consult that officer with regard to the bridges? I did consult that officer with regard to two bridges.

7427. Did you consult with him prior to paying the contractor for the bridges that were complained of? It had no reference to payment; he was consulted in the first instance about whether we should have three piles or four.

7428. You have not consulted him on any of the cases which have arisen from your consideration of Mr. Quodling's incompetency? He has nothing whatever to do with it; nothing whatever.

7429. If you were taken sick, or were unable to perform your duties, who would have to do with it? Some other officer in the department.

7430. What other officer in the department? Either the Chief Clerk, the Engineer for Roads, or the Assistant Engineer for Bridges.

7431. How long have you been acquainted with the Chief Clerk? Only since I have been in office.

7432. Do you know his antecedents? Yes, pretty well.

7433. How long experience has he had in the roads? I cannot say how long; he was a second-class Superintendent of the Southern Road before he was appointed Chief Clerk.

7434. You consider that he would be the most proper person? You did not ask me who would be the most proper person; you asked me who would take my place.

7435. I understood you to say he would be the most proper person? I did not say so.

7436. I ask you now who would be the most proper person to fill your place, from his fitness? I stated either the Chief Clerk, the Engineer for Roads, or the Assistant Engineer for Bridges; it would entirely depend upon what he had to do.

7437. I asked you, in a previous question, whether you had consulted with the Engineer on account of the roads, and you said, not on account of the roads but of the bridges; did you consult the Engineer with regard to this dispute? What dispute?

7438. The dispute arising between the contractor and the Superintendent of Roads? There was no dispute.

7439. Was there no dispute about the consolidation of the road? There was no dispute whatever.

7440. You know the tendency of my question—you know the consolidation has been called in question, and that one witness has stated that the contractor had saved £300 by the clause of the contract not being enforced—seeing that the Superintendent reported that this clause had not been carried out, did you feel it to be your duty to consult with the Engineer for Roads respecting it? Certainly not. I deny it in toto—excuse my saying so. I do not call in question your statement, but I deny that there was any dispute between the contractor and myself.

7441. I did not say between the contractor and yourself, but between the contractor and the Superintendent? There was no dispute. I have evidence, if I am permitted to bring it, that they never spoke together. The only record I have of anything of the kind is the letter of 16th August, which I do not recognize as official.

7442. I am not asking you what you recognize as official? I cannot admit what is not the case. If I were allowed to produce the evidence I should prove that the Superintendent and contractor never spoke, so far from remonstrating upon the subject.

7443. What called the contractor to Sydney to enter into a personal explanation with yourself? I beg pardon, he was not called to Sydney to enter into personal explanations with myself; he had contracts on the Western Road.

7444. What called him to Sydney to your Office? He came to the Office—I cannot answer the question.

7445.

- W. R. Collett, Esq.
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7445. What called him to your Office, unless it were this dispute between himself and the Superintendent, respecting which he made a personal explanation to you? You assume that.
7446. What did you assume—did not you write a letter to the Superintendent upon the matter, stating that in consequence of what had passed in this personal interview, the Superintendent's memorandum or his letter of complaint was not to be considered; that owing to this personal explanation everything was arranged to your satisfaction? I should like to have the letter read; I do not think it contained half that.
7447. The letter has been read? I have not heard it.
7448. You were present? I beg your pardon—I admit that the contractor had a personal interview and explained the matter.
7449. This personal explanation superseded the written complaint of the Superintendent? No, there was no superseding in the matter; he personally explained to me circumstances of which I was aware before. Having visited the works I did not require this remonstrance from the Superintendent. The contractor had carried out my instructions about stumping.
7450. In looking over your evidence I see some little matters which appear to be contradictory—in the first part of your evidence you stated that you considered Mr. Bayley was Mr. Quodling's superior officer? I consider so still.
7451. In what light could you consider that Mr. Bayley was Mr. Quodling's superior officer, seeing that Mr. Bayley was employed on only one portion of the line over the whole of which Mr. Quodling had the superintendence? If Mr. Bayley was employed on only one inch he was still Mr. Quodling's superior officer as far as ability went.
7452. Although I cannot now refer to the question, you stated that Mr. Quodling was Superintendent over 135 miles of road, and afterwards when I asked a question you stated of your own free will that it was not 135 miles? I state that it is not 135 miles.
7453. In the former instance, without any question being asked you in reference to that point, you said that Mr. Quodling had the superintendence of 135 miles of road? According to his own statement.
7454. I must find the question? It had been re-measured; it was originally 135 miles, but I had shortened it 14 miles.
7455. Had you shortened it that distance in the interval of giving evidence? I stated positively that Mr. Quodling's statement was wrong as to the 135 miles.
7456. You have, in several instances, stated that Mr. Quodling was perfectly capable of measuring, and in some other instances that a boy could measure what Mr. Quodling had to do; in what way, and from what did you infer, from the first, that Mr. Quodling was unable to measure the work in his district? I never said anything about from the first—I never used the words "from the first." I say he was competent to measure, and that a boy could do it; that is what I said, and I say so still.
7457. In answer to question 245 you say, "I need not say here anything about his incompetency, but it was impossible for him to superintend the works?" Exactly so.
7458. What did you mean by "I need not say here anything about his incompetency?" I did not wish then to say anything about his incompetency—to mix up the subjects together. I did not wish then to say anything. But I must say it is rather an unusual proceeding to cross-question by reading from printed evidence which I have not been allowed to see. I have seen examinations conducted before Committees at Home ———
7459. *The Chairman*: I must beg you will make no comments? This has never been given into my hands. I have had no opportunity of seeing it; but I must say it is a different proceeding from what I have been accustomed to, and I have seen something of Committees at Home, to cross-question me as to a number of questions put to me three weeks ago. My evidence has been interrupted five or six times, and is incomplete, but when completed I will stand by it; but to put questions to me at the commencement of the inquiry, in order to turn them against me in the latter part of my evidence, I do not think is fair. I have begged to be allowed to put in papers which are necessary to my case, and this has been repeatedly refused.
7460. *The Chairman*: As to whether they are necessary or not the Committee are to judge? I think for a witness not to be allowed to give in evidence what he considers to be material is unusual.
7461. What is it you complain of now? I complain that certain questions, numberless unnecessary questions, are put to me; whereas if you will allow me to hand in certain papers they will explain these matters; and by these papers I will abide, and will submit to any cross-questioning upon them. These papers will furnish evidence which, though it may not be to your satisfaction, will be to the satisfaction of the world at large, and a third of the time will be spared which will otherwise be lost in questioning me upon these various points.
7462. Have you any papers you wish to put in? I have a great many.
7463. Let us see what they are? If I hand them in I expect them to be read and to be acted upon.
7464. I do not consider you have any right to dictate to the Committee what they shall do; I consider your remarks impertinent, and will not allow this sort of remarks to be made. You say the questions are unnecessary—that is not your business to judge? When I used the word "unnecessary" I meant that they would not be necessary if the papers were produced, as they would explain the various matters and save time and trouble in putting the questions. I presume that if I put in a written statement which contains all the facts it will be better than to elicit the facts by slow degrees from me.
7465. I have no objection to receive any papers that are necessary to the case? I have three times presented the papers, and the reading of them has been refused to me, and they are in my possession at the present moment. I have three times handed in these reports,
and

- and they have been handed back to me; they bear very materially upon the present question. W. R. Collett, Esq.
7466. Are the papers you wish to hand in bearing upon the present question? I do not know what question Mr. Dalgleish is asking me; but they are cross-questions upon my previous evidence. 7 Jan., 1862.
7467. I cannot control the questions of Mr. Dalgleish? I wish to answer any questions that may be put to me, but I say it is unusual to print evidence and to cross-examine a witness upon that printed evidence.
7468. *By Mr. Hoskins*: You said that you could teach a boy in a week to do what Mr. Quodling did in measuring work? In measuring work.
7469. What else had he to do? To attend to the whole of his line; to see that the overseers and men did their duty.
7470. What is the duty of the overseer? To measure the work.
7471. And a boy could be taught in a week to measure the work? Yes.
7472. What else had he to do? To measure stones.
7473. The overseer's principal duty is to measure work? His duty is to measure the work.
7474. Has he any other duty? Yes; to send in returns of the work to the Superintendent—he has a great deal of writing.
7475. Is that a difficult acquirement? Certainly not if a boy could do it.
7476. What salaries do the overseers receive? £255 a year.
7477. And the Superintendents? £600 and £400.
7478. There is no part of the duties difficult of acquirement—the overseers' and Superintendents'? Not as far as measurement is concerned—do not mix up the two things.
7479. You say measurement is their duty? One of their duties.
7480. Did I not understand you to say that the Superintendent had merely to measure work, and that you were responsible? I did not use all those words—I say the Superintendent has to check the measurements.
7481. *By Mr. Dalgleish*: I must refer to this printed paper again. At 243 the Chairman puts this question—"What were called the Doughboy Diversion works were included in the portion of the road of which he had the superintendence?" To which you have answered, "It was included in the 135 miles of his district"? Yes.
7482. No one asked you about the length of his district or the number of miles of road of which he had charge? Mr. Quodling stated the previous day —
7483. What he did on the previous day had nothing to do with your answer? I believe I have got to say yes to that—there are two questions mixed up in one—yes is it or no. I am not aware. Do you ask whether I did say so or did not say so.
7484. You say in this instance that 135 miles was the length of his district? I explain that it was the length of his district one year, but not another, the road having been shortened 14 miles.
7485. When I asked you question No. 344, in which I did not say one word about the length of the road, "I must still beg to say you are not attempting to answer my question?" you replied, "I beg your pardon, I do not wish to evade your question. The duty of Mr. Quodling was to undertake the superintendence of what he states was 135 miles of road. I do not say it was?" It is 121 miles of road, and yet it was 135 miles of road. I will explain—by the old road or mail track it was 135 miles, and the new road to Armidale is 121; it makes very little difference whether I say 135 or 121 miles; I consider his duty to be over 121 miles, and I still consider it to have been so.
7486. Do you know what were the antecedents of Mr. Shairp? He was first in the Office; he was then promoted to be Superintendent of Roads in the Yass District; and then upon Mr. Walker's promotion to the Railway Department, he was taken back into the Road Branch, as Chief Clerk.
7487. Do you know what trade or profession he was previous to being taken into the Government service? I knew nothing about him.
7488. The Chief Engineer for Roads—do you know whether he is an engineer, brought up to the profession? No.
7489. The Engineer for Bridges—do you know how far he has received any education to fit him for that office? I do not know what you mean by "education"; I know both are competent, and I think ten years' experience ought to make any one so, if he applies his mind to it. A man can learn quite as much in his mature age as he can in his youth.
7490. Who is the next officer after the two Engineers—the Superintendents at £600 a-year? They are totally distinct officers—one is an officer in Sydney, and the other an officer on the spot. I should be sorry to give either one or other precedence.
7491. Are these Superintendents of the Main Road fitted by education or experience to perform the duties of Superintendents at £600 a-year? I imagine generally they are fully qualified. I believe I have one of the best staffs in the Colony.
7492. Did you take part of the Southern Road under your superintendence some time ago? Yes.
7493. Did you make considerable improvements in it? I have been told so.
7494. Under whose superintendence was the road previously? I suppose you are referring to Bargo now—you must refer to some spot.
7495. I am referring to that spot of which you say you had the charge? I ask what portion you refer to—do you refer to Bargo.
7496. We will call it Bargo? Do you call it Bargo?
7497. We will say Bargo—that is the portion you alluded to? You do say Bargo; that was previously under Mr. Moggridge.

W. R. Collett, Esq., 7498. And was for a long time almost impassable? It was very bad when I came into office; I had never been there before.

7499. You took the personal superintendence of that road—you took it under your immediate care? Yes.

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7500. And succeeded in making a good road of it in a very short time? I made a very passable road.

7501. What does that say for the experience of the Superintendent or his knowledge of his business, to have been so long in charge of the road, and not to be able to make a good job of it, which you succeeded in doing? That may be explained by my having full power to act, which he had not. It does not detract from his credit, because as Superintendent of the Southern Road his power was crippled by the previous Commissioner, but as Commissioner I had full power.

7502. You do not know whether he was fitted by previous education? I know he was fitted.

7503. By previous education? His testimonials were satisfactory; he came out as an engineer from England in the same ship with me.

7504. He is an engineer? Yes; I cannot swear to what he was, but his father was much connected with coal mining, and he had had knowledge of engineering and road-making in France; these two facts I know.

7505. You know Mr. Bayley—and you consider him an efficient officer? I will answer the first question, and I think the second does not follow; I do know Mr. Bayley.

7506. How long have you known him? I have known him for the last three years, and I knew him before, some eight or nine years ago.

7507. You have stated that you considered him an efficient officer? As compared with Mr. Quodling.

7508. Only by comparison you considered him efficient? Only by comparison.

7509. Did you know anything of his antecedents? Not so much, as I heard him say in this room, that he was in Jamaica previously; I knew he was Superintendent of Bridges in Moreton Bay.

7510. Under this Government? Yes; I consider him an excellent Bridge Superintendent, and although begging the question, I do not consider him an excellent Road Superintendent, and I never recommended him as such. I make a great difference between the two Superintendents, the one having charge of a local work, and the other being over work extending a hundred miles and upwards.

7511. You have stated that you considered Mr. Bayley more qualified to look after engineering work than Mr. Quodling? Certainly.

5712. Do you consider Mr. Bayley an engineer? I consider that he made an excellent bridge-builder.

5713. Are you aware whether his experience has been gained in the service of the Colony? I imagine that his experience has been gained in the service.

7514. Do you consider that it is proper the Colony should pay persons to acquire experience to fill these offices? I consider that there is a very great dearth of persons competent to fill the office of Road Engineers and overseers; it is a class of people that does not exist here.

7515. Do you know what the works at Newcastle are? Yes.

7516. Do you know the bridge across the Harbour to the Abattoir? Not at Newcastle.

7517. No, here at Sydney—the pier at Newcastle and the bridge from Pyrmont to the Abattoir? It is a pile bridge, I believe. I have not examined it particularly.

7518. Would it require more ability on the part of a person to superintend such a bridge as that, or as much, as to superintend such bridges as have been erected in the part of the country where Mr. Bayley was stationed? Considerably more experience in the Dough-boy works.

7519. You say there is a great dearth of persons qualified to superintend these works? Yes.

7520. Are you aware that the gentleman who superintended the work at Newcastle, and who afterwards superintended the bridge to the Abattoirs, is in the receipt of only £250 a year? No, I am not aware of anything of the kind. It is too low if it is the case. Allow me to state that I believe there is a list of a hundred or a hundred and fifty applicants for the office of overseer, but the Minister has the greatest difficulty, after referring them to me for examination, to find persons sufficiently qualified to fulfil the duties, and much more so in the case of Superintendents; for it is not merely required that they should be gentlemen possessed of engineering knowledge; there are many other things required; for instance, there is integrity.

7521. Mr. Hawkins stated that he was a tanner previous to being taken into the Government service? Very likely.

7522. Do you think his previous education would have fitted him for the superintendence of roads? Certainly not.

7523. Then the Colony had to pay for all his experience? I do not know that the Colony had to pay for all his experience, for he was very well as a ganger over men, but very bad to have the supervision of a bridge.

7524. Would you consider him qualified to take charge of the building of a bridge, especially with reference to the stone-work? Certainly not.

7525. In speaking of that bridge the other day, you said some report had reached you that it might have been built by a tailor? I beg to retract that expression on behalf of the gentleman who made use of it. I do not think I was justified in repeating it.

7526. Would not a tailor be as likely to prove a good overseer over a bridge as a tanner? As the letter in which that expression occurred was a private and not an official one, I beg to withdraw it, and to apologize to the gentleman who wrote the letter for having used it.

7527.

7527. Do you not think a tailor would make as good a Superintendent as a tanner? I think neither of them would make a good Superintendent. W. R. Collett,
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7528. Are you aware whether the bridge was built according to the specification? I do not imagine that any specification could have three stones laid one over the other without any bond. 7 Jan., 1862.
7529. It was to be rubble work, was it not? There was a mixture of rubble and ashlar work; I could not say whether you would call it ashlar or rubble work.
7530. Did you inspect the bridge after it was built? I inspected the piers while they were building; at least one pier was finished and another was commenced.
7531. Did you find fault with it? That it was not carried out. It was an extraordinary thing that, although I made two appointments to visit the bridge, when I went there the contractor could not be found, although I know he was in Tamworth.
7532. Did you make any memorandum about the bridge not being carried out, or take any steps to alter it? I had no occasion to make a memorandum; my memory was sufficient for that, and I had to report to nobody. I made inquiries at once respecting the foundations of the bridge; the foundations were built before I was in office, I beg to state.
7533. You made inquiries concerning them? I made inquiries concerning them.
7534. Were they satisfactory? While the inquiries were being made the flood came, and there was no necessity to make inquiries, for the thing spoke for itself. There is a great deal of correspondence on the subject of the Bendemeer Bridge in the Office, which resulted in the present piers being condemned.
7535. Would an unforeseen flood of that description, under any circumstances, with piers similarly shaped, and with the mortar green, have been subject to the same misfortune? The mortar had no business to be green.
7536. Will you have the kindness to state why? Will you repeat your question?
7537. Provided any other bridge, with piers of the same formation, were built of rubble, or after the same specification, and with the mortar green, would it have been subject to a similar accident or destruction that has fallen upon Bendemeer Bridge, if it had been exposed to a sudden flood? Similar causes produce similar effects. I understand you to ask me whether if a bridge were badly constructed as this was, it would be washed away. I answer, if it were badly constructed it would be washed away.
7538. Had you reported, prior to the bridge being washed away, that it was not to your satisfaction? I did not report.
7539. When you found the work was not to your satisfaction you made no written memorandum? I wrote by the clerk to the Superintendent that the work was to be taken out of the hands of the contractor, unless it were properly done.
7540. Was any portion of it at that time improperly done? The foundations were under water; it was difficult to see the foundations. The work did not give me satisfaction at all.
7541. What portion did not give you satisfaction? What I may call the north pier did not give me satisfaction.
7542. Did you order it to be taken down? No, it was under water, so that I could not examine it as well as I wished.
7543. The superstructure was above water? No.
7544. The stone was altogether under water? Yes; and nobody was working at it, although the river was tolerably low. I was not satisfied with the cutting of the stone that was above water.
7545. Was the coffer-dam taken away before the stone was above the level of the water? The coffer-dam was there.
7546. If the coffer-dam was not taken away, how was it the stone was not dry? That was part of my object in desiring to see the contractor. I stayed there upwards of an hour when I was on my way to New England, and I then left, saying that I should be back in ten days. On my return I did not meet the contractor, and I can only say that Mr. Quodling did not take the slightest interest in the matter, or if he did, it is my belief that it was to tell the contractor not to be there.
7547. Did you not consider it was consistent with your duty to order the foundation to be taken up and relaid? No, I think it was not exactly my duty.
7548. Whose duty was it? The Superintendent's.
7549. Even after your inspection? I inspected that among other things in the neighbourhood.
7550. Did you give orders? To have the foundation taken up?—Certainly not. There was not a man at work at either time I went there, and I wished to see the contractor about it.
7551. Your objection was to the fact that the men were not at work? That the contractor neglected the work.
7552. Not to the bad work? Not to the bad work.
7553. You did not object to the foundation? I objected to the foundation being on shingle with cement, but it was no foundation of mine, it was laid before I came into office. It would not do for me to upset everything that Mr. Bennett had done, immediately I came into office. It would not do for me to go diametrically against a man who was an engineer, and who had carried out many scientific works. I do not wish to cast any reflections upon Mr. Bennett.
7554. Were the foundations washed away by that flood? No.
7555. What was it that was washed away? The pier was built where the bank sloped into the river; that is to say, there was no water between the pier when it was built; subsequently the flood came, tore away the bank, and left the pier as a kind of island, and did considerable damage. I beg to say that I state this all from report, as I have not seen it.

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7556. Would Mr. Quodling be in any way responsible for that? I think through his overseer he would be responsible. I would be sorry to say it was the fault of Mr. Quodling; the building was wrong in the first instance.
7557. Would not the building be erected from a plan? Yes.
7558. If the plan were wrong, would Mr. Quodling or the overseer be to blame? Not so far as carrying out the work according to the specification was concerned, certainly not.
7559. That is his duty, I presume? Yes.
7560. So that when you visited the work, and found the pier in that relation to the bank, was it not more your duty to interfere than Mr. Quodling's, to see that an alteration was made? I stated before that the pier had not been commenced to be built.
7561. If it were not commenced to be built, it was the more under your supervision, was it not; and if anything wrong existed, more open to your correction? I had very little to do with it. I did not take it under my immediate charge; I have visited the place only twice, and that was before the flood. When I visited it it was not finished. I called for a statement from Mr. Quodling, which was unsatisfactory; and another engineer has been sent up who has condemned the site.
7562. Mr. Hawkins has stated that you visited the bridge when it was finished? I cannot help what Mr. Hawkins has stated; I did not.
7563. Was Mr. Quodling responsible for the site in which the bridge was built? Not in any way.
7564. In what did Mr. Quodling's incompetency consist with reference to the Doughboy works? I think I have stated pretty nearly before what my opinion was; that he was not a person in whom I could have implicit confidence in conducting a work with the engineering difficulties of the Doughboy Diversion; to do that properly it would require a man's undivided attention, and he had a large district to look after. Although I was Superintendent of the whole Northern District, I did not object to Mr. Bayley having the superintendence of the work on the other side of the Gap, and in the same way I thought Mr. Quodling need not have objected to his superintending the works at the Doughboy.
7565. If you considered Mr. Quodling incompetent, how was it you sent a letter to him directing him to take charge of the whole work from Mr. Bayley, as stated by him in his letter dated 16th August, 1861 (*referring to letter marked C., p. 8*)? That is only his letter.
7566. This is his letter in answer to your order to take charge of the whole work? It is no answer; it is perfectly uncalled for; it does not even refer to my letter.
7567. This is stated to be an answer to a letter written on the 12th instant:—"In compliance with your instructions, I took the Doughboy Diversion works over from Mr. Bayley on the 12th instant?" Very well, that is an answer so far, the rest is uncalled for.
7568. Is it uncalled for, when a gentleman who takes charge of work finds the work is not in a position that he considers right to make a report to that effect? His previous reports contradict it. I shall put in all his previous reports, and these must be taken together; his previous reports speak well of the work.
7569. Had he charge of the Doughboy works? Of the earth-works he had.
7570. What are the engineering works? The engineering works—these are the masonry, with a very heavy retaining wall.
7571. Had he charge of that? No, Mr. Bayley.
7572. Where did Mr. Bayley obtain any experience with regard to masonry? He built all the retaining wall on this side of the Gap, previously to Mr. Bennett's, and to my satisfaction; he also superintended the building of the stone piers at Falbrook Bridge—a very fine piece of masonry.
7573. Do you not think you could obtain the services of an educated carpenter or mason fully competent to carry on correspondence and to superintend such work, for the same salary that you pay this gentleman who has had no previous experience? I know nothing about it.
7574. You stated, a few minutes ago, that you found it impossible to get really efficient persons to carry out these works? I do not think it is usual to take common masons and carpenters to superintend works of this kind.
7575. What do you call common masons and carpenters? You said so.
7576. I did not—I said educated masons and carpenters? I have never met with them.
7577. Mr. Shairp is an engineer by profession? I never knew it.
7578. If so he would have been a common engineer when you took him—have you, although he was a common engineer, found him competent to fulfil the duties of Chief Clerk? Very competent.
7579. Could not a common mason or carpenter fill the office of overseer? A common mason or carpenter can earn £200 or £250 at his profession, and that is all these persons get. I acknowledge that persons in the profession have risen from the ranks. I presume Mr. Coghlan, the Superintendent, is a person who in his early life was a common bricklayer or mason, and I do not esteem him the less on that account; but I do not know where to look for such persons—they are very few.
7580. You were examined some time ago before a Committee of the Legislative Assembly? Yes.
7581. You then expressed a great objection to be under the orders of common blacksmiths, carpenters, &c.? I do not know that I used the word "common."
7582. I have the word here; I find the expression is "common"? "Common" does not imply any discredit to the persons to whom it is applied; it simply means general.
7583. You use it in the same way as the term "common sailor"? I do not. I make a distinction between persons having a large foundry like the Messrs. Russell and the man who shoes my horse, yet I presume they are both blacksmiths. 7584.

7584. In the latter instance the person would be a common blacksmith? Very well.
7585. There is no special ground of incompetency you have to charge against Mr. Quodling? I have stated in my previous evidence that the ground of the charge of incompetency was, that I gave orders with reference to a particular cutting, which he either would not or could not carry out. The paragraph in my letter refers to this cutting which he did not measure, and I presume therefore that he could not. He has now given his measurement to the Committee, and I will prove his measurement to be wrong; and I propose to shew that there were not 14,300 cubic yards in the cutting.
7586. *By the Chairman*: You say this is the only instance? The only instance in which I have charged him publicly with incompetency. I wrote the letter which Mr. Shairp copied.
7587. *By Mr. Dalgleish*: Have you any papers shewing the amount of work in the big cutting? (*The witness produced a memorandum book.*)
7588. What book is that? Mr. Hannington's.
7589. Are these Mr. Hannington's measurements? Yes.
7590. You are convinced that Mr. Hannington's measurements are right? No, I am convinced that Mr. Hannington's measurements are wrong.
7591. I thought you were going to hand them in to prove that Mr. Quodling's measurements were wrong? Yes.
7592. I thought you said that Mr. Hannington's measurements were wrong? Yes, so they are; but they prove that there could not be 14,300 cubic yards of cutting there.
7593. Can you hand in a correct account? I can hand in what I paid, which I presume to be the correct account. That is one of the accounts I will hand in at the completion of my evidence.
7594. Will you hand in now an account shewing that Mr. Quodling is wrong in his measurements? (*The witness handed in a memorandum book.*)
7595. Is that Mr. Hannington's measurements? Yes.
7596. You say that is not correct? Because it is in excess.
7597. *By Mr. Hoskins*: Have you made an accurate measurement? I have made it myself 12,000 cubic yards.
7598. How many yards of that is rock? It is paid for at 1s. 10d. rock and shale—not shale, rock and earth.
7599. How much of the total quantity is earth? I do not know.
7600. Nor how much is shale? No.
7601. How then can we compare it with the other? It is all at 1s. 10d.
7602. Earth, rock and shale? Everything; the big cutting was to be 1s. 10d. per cubic yard.
7603. Was that to be according to the specification? No, extra work entirely. The big cutting, which was in lieu of the two bridges, was to consist of so many cubic yards of earth and rock at 1s. 10d.
7604. *By Mr. Dalgleish*: Did you not receive a report to say that one side of the road was slipping? It could not slip—it was in the solid.
7605. Did you receive a report to the effect that on one portion of the Doughboy works there was a slip of the road? No; and if I had I should not have taken any notice of it, as it could not be true—it was solid.
7606. I thought some portion of it was not solid—that a portion of it was cut into the hill and a portion was embankment? No, the whole was in the solid rock.
7607. What portion of the road is that which is partly in the solid and partly made? The whole of the road is in the solid; that is to say, the road in the big cutting is twenty feet wide, but with the embankment it is about forty feet, but I do not consider the portion where the dirt is thrown down as the road. The original plan was to have a fifteen feet road cut into the solid and five feet thrown out, but I said "This is a very dangerous road," and I had the whole width cut into the solid.
7608. You agreed for it in the solid at a lump sum? I agreed for it at the yard.
7609. I thought you agreed for a lump sum? Not at all. I agreed to pay 1s. 10d. a yard.
7610. Did not a lump sum supersede that 1s. 10d. a yard? Yes, a lump sum superseded the 1s. 10d., in so far that the contractor was to be satisfied with £7,000.
7611. Is the contractor to be satisfied with £7,000? He would have been satisfied with £7,000, but I cannot judge whether he will be now. I have had no communication with him since the work has been finished.
7612. He would have been satisfied? He would have been satisfied.
7613. In what way are we to understand that? Because his character had not then been assailed; statements would not have been made so much as to infer that there was an understanding between him and myself—an insinuation which he repudiates as strongly as myself; but now that his character is attacked, and that he is represented as corrupt and everything that is bad, he may insist upon the work being measured.
7614. Is it at his option that the work is to be measured? No, I do not think it is; I should not give him the option.
7615. If he demands to have the work measured, could not the Government demand to have the whole work valued in proportion to the original contract? I cannot give an answer as to what the Government would do—I know what I should do.
7616. Would you, as Commissioner of Roads, consider it your duty to do so? If this was an agreement which he considered binding, the circumstances would not alter that.
7617. You gave one of your Superintendents instructions to write a letter to you with reference to this lump sum of £7,000? Yes.
7618. Had you any conversation with the contractor prior to that, on the same subject? No.

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7619. What led you to instruct your Superintendent to address this letter composed by yourself to yourself? I wanted to bind the contractor, if possible, to this £7,000—that was my object.
7620. Could a simple letter of which the contractor had no knowledge have that effect? He had knowledge of it; Mr. Bayley was to speak to the contractor on the subject.
7621. Had you not spoken to the contractor prior to that? I had, but he had refused to do it for £7,000, his amount was £7,439; he sent in a tender for that amount.
7622. Have you got that tender? Mr. Bayley had it; I told him to bring all his papers.
7623. Was that sent to Mr. Bayley—you said it was sent in—I understand by that, that it was sent to the Office? It was not sent to the Office officially; there is a difference.
7624. Was it sent to the Office at all? By Mr. Bayley?
7625. By any one? I am not aware. I believe it is in the Office now.
7626. Do you hand it in? No, I do not hand it in; it is merely a tender from the contractor to do the work for a certain sum.
7627. You refuse to hand it in? No, I do not refuse to hand it in.
7628. Will you hand it in? I think I have got it. (*The witness searched among his papers*). It is on a very small slip of paper; I do not know where to look for it. It was to this effect—that the contractor was asked to do extra works, and he would require £7,439 to do them. We had not that money to spend, but we had £7,000, and my object in getting Mr. Bayley to write that letter was, that he should do the work to my satisfaction for £7,000—that was altering the slope from one to one, to one and three-quarters. I presume that the contractor tacitly consented, for the correspondence stopped. This letter was to form the ground-work of a future agreement with the contractor.
7629. You had exceeded the original contract without any agreement whatever? I think without any agreement, except that I had the power to exceed the contract under the 9th clause of the conditions. The Commissioner can at any time extend or reduce the work of a contract.
7630. If he can extend or reduce the work, must it not be done by agreement? I think not, where there is a schedule of prices.
7631. Will you hand in the paper I asked for before? Which paper?
7632. The contract? It is not a contract—it is a slip of paper. I have no wish to conceal it, though I may say it is a private contract.
7633. Will you explain how the contractor came to offer to perform a certain quantity of work at a certain price, unless you had had a prior conversation with him? There is a certain paper which will prove to you that he had more work done than would come to £7,000, and this tender of his, which is not an official tender, was stating what he would require to finish the work as I required it to be finished.
7634. It seems to be extraordinary that you should require your Superintendent to copy your own letter and to send it to yourself? Not at all.
7635. If it were not extraordinary, what would lead to it? Because there must be a commencement to an agreement of that description; that is to say, I had the Government interest at heart, and I wished to make an agreement which would benefit the Government to the extent of £500, and I therefore considered myself justified in writing this letter. That was the object of this letter. I wanted him to complete the work to my satisfaction for £7,000, and you must remember that at this time seven-tenths of the work was done. The only thing was to ask him whether he would do it, and as Mr. Bayley—as you have heard him state—wished to have everything in writing, I wrote this. This was a plan entirely my own, and so far from being anything wrong, or in favor of the contractor, it was against the contractor, which, from the work done, can be proved.
7636. In what way could the contractor be bound by your letter, sent by your Superintendent to yourself? The letter states that Mr. Martindale is willing to do so-and-so.
7637. Would not the regular way have been, for Mr. Martindale to have written himself that he was willing—why should your Superintendent have been instructed to write a copy of your letter, that he was willing? To form the basis of an agreement with Mr. Martindale.
7638. Would not the basis have been more satisfactory if Mr. Martindale had written himself? Not to me as Commissioner.
7639. Has Mr. Martindale written to you? Yes, repeatedly.
7640. Has he acknowledged this contract? No.
7641. What basis of agreement did this form? It formed the basis of the agreement that he should do the work for a lump sum of £7,000.
7642. Mr. Bayley's stating that Mr. Martindale was willing to take this contract for £7,000 does not bind the contractor to take that sum? No; but it formed a basis upon which an agreement might be made.
7643. Some conversation must have preceded this; you must have become aware that Mr. Martindale was ready to take this? No, I had no conversation with him.
7644. Does it not strike you as very irregular for you to write a letter or to dictate a letter to yourself, stating that another person was ready, not to perform a contract at certain prices, but—? If I had thought it had been irregular I would not have done it.
7645. What do you think it now, on reflection? I think it may be twisted into an irregularity, but the object was right and justifiable.
7646. The intention was right? Yes. I considered it no more than a bargain to get a certain work done for a certain price. If you have a certain quantity of work to be done, and you are afraid that it will exceed the sum you have at your disposal, you may say you will give the contractor such or such a sum to finish it—there is nothing wrong in the matter.

7647. If you got your clerk to write to you that the contractor was willing to finish the work for a certain price, would you consider that right? Yes.
7648. And that the contractor would be bound by it? That is another question. I think it would be perfectly right.
7649. What would be the object? To save money to the person who was building the house.
7650. This letter that you wrote, or that you directed Mr. Bayley to write, could not bind a third party? If you have officers and clerks under you, they are merely instruments in your hands. Mr. Bayley was merely an instrument; Mr. Shairp was an instrument. I do not wish to screen myself from any consequences; but I found upon entering office that Captain Martindale and Mr. Bennett had done the same thing that I have done.
7651. Captain Martindale drafting a letter to a Superintendent, and telling that Superintendent to copy the letter and to send it to him? The same as I would, he sends a letter to the clerk to copy.
7652. In that case he signs the letter himself? I beg pardon, he says "I am directed"——
7653. "I am directed by the Commissioner" to write to the Commissioner. Does it begin "Mr. Collett, I am directed by the Commissioner"——? I should think not, if it were sent to myself.
7654. There is a vast difference between a letter sent to another person and a letter to the Commissioner himself? I cannot see the distinction.
7655. *By Mr. Hoskins*: I think you said, in reply to a question of Mr. Forster, that you believe Mr. Martindale is a very efficient and very trustworthy contractor? Yes.
7656. You have never heard anything to his prejudice? Not in this Colony; I can not answer for what may have taken place anywhere else.
7657. Did you ever hear any rumours in reference to Mr. Martindale's qualifications and reputation as a contractor? Yes, as a contractor. I have heard that he undertook certain works in Victoria, and that in consequence of his partner's insolvency, he failed to carry them out.
7658. Did you ever hear that he had been implicated in a discreditable transaction in Victoria? Never, and I very much doubt it.
7659. You have heard nothing to his discredit, except his insolvency? There was a charge against him in Victoria, which became, as far as I understood, matter of investigation between the Government and the contractor, in which Mr. Martindale claimed a certain sum of money, £700, and after I think four years' investigation, the Government admitted they were in the wrong, and paid Mr. Martindale the £700.
7660. This is a letter (*producing the letter*) from the Commissioner of Roads and Bridges at Melbourne, to the Chairman of this Committee. (*The Chairman read the letter. Vide Separate Appendix A.*) Did you ever hear anything corroborative of that? No, I do not think it requires much corroboration. I think Mr. Steavenson believes that Mr. Martindale acted improperly; still, it is one thing to believe that he acted improperly as the agent of a contractor, and another to prove that he had acted dishonestly as a contractor. The first part of the letter, I think, states that he became insolvent.
7661. The second paragraph says, "His conduct was very unsatisfactory, he having become insolvent whilst a contractor, and more recently, having been responsible agent of a contractor on whose work a flagrant fraud was perpetrated, which I believe could not have been effected without his (Martindale's) knowledge"? He believed so.
7662. If you, in your capacity as Road Commissioner, believed that the agent of a contractor had been guilty of a fraud, had been privy to it, or must have known it in his capacity of agent, should you consider that he would be qualified to superintend any contract, or to enter into any contract with the Government? I considered when I found certain officers who were appointed, recognized, and approved, by my predecessors in office, that I had a right to assume their conduct and character were satisfactory. These charges had been investigated by Captain Martindale and Mr. Bennett; they were also, I presume, inquired into by Mr. Wilcox, Sir Morton Peto's agent; nevertheless Mr. Martindale got a large railway contract, the Gap contract, and others. He was the lowest tenderer for the new contract, and the question never came before me at all. I have already stated that the Minister and the Minister alone gives these contracts; the notice to take this contract was given by Captain Martindale; I never gave it to Mr. Martindale at all.
7663. You have given Mr. Martindale contracts subsequently? I beg pardon, I have never given Mr. Martindale any contract—that is a part of the duty I have nothing to do with; the Minister gives the contract to the lowest tender, without ever inquiring into the antecedents of the party, and if it were intended to inquire in one case there should be public notice given that the antecedents of the parties would be inquired into. We have this regulation, that if a contractor does not fulfil his contract, or throws it up, he is disqualified, but we do not make any inquiry as to previous character.
7664. But if you had heard that a person who had taken a contract under you or the Minister for Works had committed a fraud, by using an inferior article, that had not been noticed at the time, an inferior article to what was specified in the terms of the contract, would you consider that that person ought not to be disqualified for holding a contract, if the fraud were afterwards discovered? If it were done in an official manner, by the Superintendent or Commissioner reporting to the Minister. I consider that the Commissioner or Superintendent has nothing to do with the Minister in the first allotment of the contract. If I represented that such and such a person had been insolvent in Victoria——
7665. I say nothing about insolvency. I will put a particular case:—Suppose a person undertook to build a bridge according to a specification, the bridge to be constructed of a certain kind of timber—after the bridge had been passed, and he had received the money,
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it were discovered that he had used an article inferior to that specified, would you not consider that a fraud? If an inferior article were used for the purpose of fraud I should consider it so, but in many instances an inferior article is used because there is no superior to be obtained.

7666. Suppose there were no authorization from a Government officer to use an inferior article—that it was used without having been previously authorized? Probably a reduction in price would be made. For instance, there is an inferior article used at Page Bridge, we know that, and we get two inches more stuff; the beams instead of being twelve inches are fourteen.

7667. That is a case where the inferior article has been used with the knowledge of the Government officer; I ask you whether, where the Government officer is not aware of such substitution, and the contractor has been paid the amount specified, and has thereby realized a greater profit than could have been derived from the contemplated plan, you consider—? I consider that both Superintendent and contractor should be dismissed. It is the business of the Superintendent to see that proper stuff is used; and he is as culpable as the contractor.

7668. I think you told us that from the conditions of your appointment, which you handed in, you consider yourself empowered to allot and extend contracts? To extend them.

7669. Not to allot? Not to allot; certainly not. I make a marked distinction—I have no power to allot otherwise than the Parliament intend; contracts must come from the Minister. The money for maintenance is at my disposal.

7670. Are there not contracts allotted to persons—for instance, this Highland Home—for which specific sums have not been voted by Parliament? They have been voted for places between certain points; for instance, between Grass-tree Hill and Murrurundi.

7671. You are talking of maintenance contracts? No, I am speaking of actual contracts, for which in 1859 the money was expended.

7672. Do you mean to say that you never allotted contracts to any persons without having them submitted to public competition? We have task work out of maintenance money, that is the distinction we make.

7673. No other contracts? No other contracts—no fresh contracts; we may have extensions of previous contracts at the same price.

7674. Did not Mr. Martindale have a contract, for the Doughboy extension at the Willow Tree, for culverts? He had to build culverts, but they were tasks, which is a great distinction, because we had no contract money for that—that was maintenance money. The Superintendent sends in a request that such and such work should be undertaken by task.

7675. What is the maximum amount of contract you consider yourself empowered to allot out of maintenance money, without submitting it to competition? £300 is the maximum I allow the Superintendents, but they seldom get so high as that.

7676. What is the maximum you allot yourself? I have nothing to do with that; it must come in the shape of a recommendation from the Superintendent to me; it does not originate with me.

7677. Did you not allot this extension of the amount of works in the Doughboy Diversion? Yes; by a clause in the extension contract the Commissioner can extend any contract he likes.

7678. Did you ever allot a contract to a person of the name of White, at Bargo, without submitting it to competition? There was no contract.

7679. What was it? A contract was allotted to Mr. Sivyver, and I asked Mr. White whether he would do it for the same or for a less amount than the original contractor, and as he was willing to do it for a less amount I put him in Sivyver's place.

7680. What was the amount of the contract? Sivyver's contract was £3,417.

7681. How much work did Mr. Sivyver perform—what amount of money did he earn? He did nothing at all to it; his sureties did a little—Messrs. Larkin and Pooley.

7682. To what amount? They did about £600 worth of work, for which I gave them £400.

7683. What did you give Mr. White? 9s. a cubic yard.

7684. What was the gross amount he received? About £3,000. The balance of the money at 9s. a cubic yard; he has since received more, but all the work at Bargo was done by measurement; every stone was measured.

7685. Are you empowered, in the event of a contractor failing, to allot a contract to another person without submitting it to public competition? Yes, under such circumstances I feel myself perfectly justified.

7686. Even to the amount of £3,000? Even to the amount of £3,000. I was sent down expressly there almost on the first day that I was appointed Commissioner, and was authorized, with the full knowledge of the Minister, to go and make the best arrangement I could with the money devoted to the purpose. I did so; I made a beneficial arrangement, being 1s. a cubic yard less than the previous contract, and the traffic was continued on the road. Subsequently tenders were called for for the metalling of the road, a great many tenders were sent in, but that of Mr. White was the lowest, and he concluded the metalling at Bargo.

7687. Do you know that the Minister for Works stated in his place in Parliament that no contracts were allotted to persons without competition, except in cases of emergency—as, for instance, where the roads were washed away? I am not aware that he stated so.

7688. The Minister said that only small amounts, of not more than £100, were allotted without competition? If so he did not recollect the case of Bargo, although no doubt that was a case of emergency.

7689. I ask you, do you consider yourself empowered to allot contracts to any amount without

without submitting them to public competition? To extend the previous contract; and it has been done on many occasions. The work is given to the lowest tender, and therefore if the party gets an additional quantity of work it is a benefit to the public.

7690. Do you not think it very probable that there might be a fall in the labour market, and that if tenders were advertised for they might be obtained for a less amount than that at which you would relet the contract, at the original schedule of prices? I did not take those circumstances into consideration. I consider that the contract was let at a cheap rate; the contractor has all his plant on the road, and I think I am benefiting both the party and the public by putting that condition in force.

7691. Are you aware that there has been a resolution passed in the Assembly, that all contracts should be submitted to public competition? I am not aware of anything of the kind; I do not say it may not exist.

7692. You have received no instructions of that kind? Yes, the instructions are to that effect; you let contracts by public competition.

7693. In the event of a party failing to carry out the original contract you can then relet it without competition, even though the contract involves a large amount of money? Equal to the previous contract; I consider so, on the same principle that I could give it to a second tenderer.

7694. Did you ever allot any contract to Mr. Martindale without submitting it to public competition? You will mix up contracts and tasks. I have extended contracts and let tasks; at least they must come through the Superintendent.

7695. Have you not told the Committee that you are in the habit of not consulting the Superintendent as to the terms on which a contract is to be extended. You mean that —? You are still mixing up contracts and task-work, and you understand, perhaps, better than any gentleman in the room, the difference between contract and task-work. The Superintendent submits to the Commissioner a list of what he considers proper tasks; these are approved, and the work proceeds accordingly. Contracts are by public tender, and the Commissioner, without reference to the Superintendent, has the power of extending these contracts. These are totally different things altogether.

7696. What you mean by allotting work by task-work is from the fund provided for the maintenance of roads? Yes, the £50 a mile; we did not do all by day labour, but by task-work.

7697. What is the maximum amount? Never to exceed £300, and then it must be submitted to me in the first instance.

7698. Not to public competition? No, not to public competition.

7699. Do you not think it very possible that if it were submitted to public competition, persons might be found in the locality who would contract for this work on more favourable terms to the Government? I do not. We never can get public competition in such cases—for instance, we found no one would undertake Bargo. We might have advertised it for weeks and weeks, and have then given it up as a bad job.

7700. Did you ever allot a contract to Mr. Martindale, on the Southern Road, in the vicinity of Camden, for instance? No, not to Mr. Martindale; it was a public contract —

7701. Did Mr. Martindale ever carry out a work there? He carried out a contract which was let to Mr. Frazer, with which my nephew was connected.

7702. What was the amount of that contract—the character of that contract? About £250—a small contract.

7703. Not more? No.

7704. What induced you to remove Mr. Martindale from the Northern Road there? He was a contractor who was contracting all over the country. The tender for Camden Flats was a public contract as far as metalling was concerned. The previous contract was one that was also put up; but the contractor again declined, and Mr. Frazer consented to do it for a less amount—so I was informed by the Superintendent; but that was before my time, or during the very first month that I was in office.

7705. Why did Mr. Martindale perform the contract? Mr. Frazer failed, and Mr. Martindale consented to do it, and lost money by it to my certain knowledge.

7706. Did he not remove a large staff from the Northern District there? Not a very large staff—twenty men, I think.

7707. Do you not think it a very small contract, £250, for a contractor to remove so large a staff of men from one district to another? Not when he had so many contracts in the west and south. This was not an isolated contract, but one of several.

7708. Do you consider that you have *carte blanche* to extend contracts, even though the extension may involve a considerable amount of money? I can only extend them to the extent of the money I have; it depends upon whether I am rich or poor; if I have plenty of money I can extend them largely, but that cannot be the case with the present means at my command.

7709. What do you mean by the money at your command? The gross amount voted by Parliament; we have, after putting aside the money for maintenance, appropriating the money for contracts to contracts, very little left for task-work.

7710. You say you could extend contracts which do not come under the category of task-work? Yes; if we have £8,000 for contracts, and we expend only £7,500 upon contracts, I have £500 which I can appropriate to the extension of contracts.

7711. You have only a limited amount of money available for the extension of contracts? We might not have any money at all if the tenders were not numerous. The sum of £8,000, I may assume, was put down for the Great Northern Road, for what we conceive to be the contracts on that road; but latterly there has been so much competition that the tenders amount to only £7,500, and the £500 has been applied by me, at the recommendation of the Superintendent, to extend the contract by two or three hundred yards.

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7712. Am I to understand that you never extend a contract without consulting the Superintendent in charge? I do not say "never," but as a rule I consult him; I may make exceptions, as in the Doughboy works and the Bargo works.
7713. Do you mean to say that these are the only cases in which you have authorized the extension of the contracts without consulting the Superintendent in charge? I do not recollect any other.
7714. I think I might put a very pertinent question here, why you omitted to do so in these cases? Because I considered that they were difficult engineering works, and the officers in charge were not competent. I had confidence in myself and would stand by my works; but I did not wish my works to be carried out by either of these parties. I had confidence in neither Mr. Bayley nor in Mr. Quodling for these works, nor had I confidence in Mr. Quodling, senior, for Bargo Brush. He did his duty there, and I am happy to say has always been a most respectful officer. It was thought an impossibility to do Bargo; I said, "Very well, I will take it upon myself."
7715. Have you confidence in the present Superintendent of the Northern Road? In Mr. Brown?—the most perfect—he is one of the most talented engineers in the country.
7716. What salaries do the Superintendents receive? £600 the first class Superintendents.
7717. Who are the other first class Superintendents besides Mr. Brown? There are Coghlan, Moggridge, Quodling senior, Chauncey; in the West, Dawson; from Bathurst to Orange, Johnson; from Bowenfels to Mudgee, Nardin.
7718. What do these gentlemen receive as salaries? Four at £600, and three at £400.
7719. Have you confidence in the engineering skill of all these gentlemen? Yes, I have great confidence in the whole of them.
7720. Then why, if you have great confidence in the whole of them, did you not consult Mr. Quodling with reference to making the road at Bargo? Because Mr. Quodling had never acted as road overseer or Superintendent; he was appointed subsequent to my appointment; the matter was very pressing, and it was a very difficult question to know what to do with a road having holes in it 20 feet long and from 3 to 6 feet deep. I certainly did not consult Mr. Quodling, but Mr. Quodling obeyed my instructions, and carried out my plans, to my perfect satisfaction.
7721. I understood you to say, in reply to a question from Mr. Dalgleish, that you were not an engineer? I beg pardon. I consider that a man may be an engineer if he has applied his mind to it for five and twenty years; it is not absolutely necessary that he should have been brought up in an engineering school.
7722. You consider these Road Superintendents competent engineers? I believe the present staff is as fine a staff of engineers as any in the world.
7723. Do you not consider that an engineer ought to be capable of laying out works for the formation of a new line of road, or of repairing roads; do you consider the salaries paid inadequate to secure such men? I think there are exceptions—every Engineer-in-Chief or Commissioner ought to be. In the case of the Doughboy Diversion, I had to deal with a person who was prepossessed with a different mode of engineering to that I wished to adopt. In most cases I should leave the details of engineering work to the Superintendent, because I would not take the trouble of overlooking them. In all cases of deviation, or of entire departure from the existing line of road, as in the Great Northern Road, I should certainly trust to my own engineering capabilities, and not to the overseer or to the Superintendent.
7724. Who is the gentleman you refer to at the Doughboy Diversion? It is not so much to the Doughboy Diversion as generally; but I state that neither Mr. Bayley nor Mr. Quodling are in my opinion competent to carry out those works, neither separately nor conjointly. Still they were useful in their way—one to check the earth-work, and the other the masonry and bridges.
7725. What salaries were they receiving? One £400; the other equivalent to that.
7726. Do you not think competent persons might be obtained for £400? I really doubt it. For instance, it is said that a tubular bridge is to be built at the Menangle—it is not everybody who would know how to superintend such a work; and the Doughboy works were very difficult. There was a cutting there 98 feet deep, and there is not such another in Australia.
7727. Are you always consulted in the appointment of your subordinates, or are they political appointments, or in what way are they made? I know you wish me to give you this information, and therefore I give it in its integrity. In the first instance, the person sends an application to the Minister for Works, for a situation as Superintendent or overseer; that is put in a book, with the testimonials of the applicant. When a vacancy occurs I report to the Minister for Works that a vacancy has occurred, and he generally selects three or four of the names in the book, and after personal interviews, sends them down stairs to me, to examine as to their engineering capacity, their notion of surveying, of measuring rock; whether they are good accountants, write a good hand, and to see whether their manner is such as to lead to the belief that they would conduct the public works in a respectable manner. It sometimes happens that all three are competent, although that is not very often the case. The Minister is then left to his own decision. At least half have been appointed who have not been recommended by me; still they have never been appointed without the matter being thoroughly investigated as to their competency.
7728. Are there many cases where you have not been consulted? No. The Minister would not go into figures, but would send him to me. I should imagine, from their being sent to me, they were approved by the Minister.
7729. Can you say whether persons have been appointed whom you have represented as not being competent? I am not aware.
7730. Were you consulted when persons were appointed as road overseers? Yes.
7731. Do you consider them competent? Yes.

7732. Are they men who have been accustomed to act as Road Superintendents or overseers? W. R. Collett, Esq. No; they are men who have been accustomed to the overlooking of men before, which is a very necessary qualification.
7733. Are they examined as to whether they are capable of measuring work? Not always. 7 Jan., 1862.
7734. Is not that a necessary qualification? I think that can be learned; in fact, there might be no measurement in his district at all.
7735. How could that be? There might not be works which would require measurement, or the Superintendent might say, "I will measure the work." That might be an arrangement between the Superintendent and overseer.
7736. If he had not been accustomed to that kind of work before, how could he tell whether it had been done properly, if he had no previous knowledge? A person applying for such an office would be supposed to have some education—some previous knowledge, and he could see whether certain men were at work, whether they were filling in ruts, were wheeling barrows, or in what way they were employed as maintenance men. That does not require such a great amount of talent.
7737. Could he tell whether the batter was carried out according to specification, whether the road metal was according to gauge, and in sufficient quantities? Yes; he could learn measurement and the gauge.
7738. Then there is no duty to be performed by an overseer that could not be easily acquired? No; but perfect integrity cannot be acquired, nor the intuitive faculty of managing other people so as to get the proper quantity of work out of them. Some men may be constantly making complaints of and to contractors and men, while others with an easy manner, such as I believe I have the credit of possessing, may get a great deal more work done.
7739. Do you consider that where a man had no previous knowledge of road-making he could tell whether sufficient work were done or not? All of these overseers are considered to be on trial in the first instance, and if they do not appear to be competent for the first three months they are reported and removed. Mr. Williams was one of these cases. I thought he was a gentleman, in every sense of the word, but I did not know what his qualifications for road-making were; and from my observation of him I stated at a public dinner that I believed he would in a short period become a good practical Road Superintendent.
7740. During this three months' probation do the overseers receive salary? Yes.
7741. What salary does a road overseer receive? £255 a year—£200 salary and £55 for forage.
7742. Then you consider that the knowledge how to command men is the primary qualification? One of the primary qualifications. He should be of an active turn of mind—of a good constitution; this is an important qualification for a person who has to overlook works lying at a distance from each other.
7743. Should he be able to measure, and understand the laying out of work? The laying out of work I do not expect an overseer can do, but the measuring of work is not a very great difficulty; for after one day's trial, I do not know any boy who is not a natural fool who could not be taught to do it. I do not see any difficulty. It is not like cuttings in railways. All the overseer has to do is to see that the road is one foot higher in the centre than at the water tables, and it does not require any great genius to do that; but to lay out roads is one of the difficult points in engineering; it was an intuitive faculty in the elder Stephenson; he never learned it.
7744. Do you consider that if these overseers had not a previous acquaintance with road-making we might have inferior articles used in bridges? We do not give bridges to overseers.
7745. Had not Mr. Hannington bridges to oversee? No, he never had charge of any bridges.
7746. Were all the bridges finished at the time Mr. Quodling resigned? Yes, I think so, except a little tarring when I went up.
7747. When did you go up? In December.
7748. Then six weeks elapsed between Mr. Quodling's resignation and your visit? Yes; but Mr. Quodling's reports since the month of August state that the bridges were nearly all finished—the reports I have handed in—with small exceptions. He has reported upon the bridges and the quantity of timber in the bridges.
7749. During the six weeks which intervened between Mr. Quodling's resignation and your visit there was no person in charge but Mr. Hannington? Mr. Hannington has been in Sydney all the time.
7750. What brought him to Sydney? He came up to bring me all the papers and documents. Of course I must have some one to assist me with the necessary information, and he had all the documents connected with the works, as he was the overseer of that line.
7751. Is Mr. Hannington in Sydney now? I believe so.
7752. How long has he been in Sydney? About five weeks.
7753. Who has charge of that portion of the road over which Mr. Quodling was placed? Mr. Coghlan.
7754. Does not Mr. Coghlan's district extend from Doughboy Hollow to Armidale? Yes.
7755. Then immediately upon Mr. Hannington's departure for Sydney, did Mr. Coghlan assume the charge of the Doughboy works? No. I told him to go and see the whole line, and the Doughboy works would take care of themselves till I saw them.
7756. At what date did Mr. Coghlan take charge of the Doughboy works? About Christmas, I think. I am not sure that I shall give him the charge of them at all; I think I shall give them to a first class Superintendent.
7757. Then he has not had charge of them? He has charge of them now, because I told him to measure some work there.
- 7758.

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7758. On what date did Mr. Hannington leave for Sydney? He came as far as Murrurundi with Mr. Quodling, where they quarrelled, I believe, and he came on. I saw him on board the steamer at Newcastle; that is all I saw of him; I never saw him in the country at all; I never saw him but at one time in my life; he came over in the same ship with me, and I saw him once since.
7759. How long has he performed the duty of road overseer? I think about six months.
7760. How many times have you visited that part of the road? I never went to the lower part of the work till Mr. Quodling sent him there. Mr. Hannington had nothing to do with the Doughboy Diversion; he was employed to look after the clearing. Mr. Hannington never came to the works till September, and was never put upon the works till this investigation began.
7761. Who had charge of the works between the date of Mr. Quodling's resignation and the appointment of Mr. Coghlan? Nobody at all; all the overseers and Superintendents have been in Sydney ever since, and have never left; there is not a single person on the works.
7762. I do not clearly understand —? There is nobody in charge, both Superintendents and overseers either got leave or were summoned by the Committee, and came away without leave. To the best of my knowledge, there was no one on the Northern Road when I went there; there is no money to spend, so that it is not of much consequence.
7763. Was the work completed when you went there? If you will read my report upon the state of the works, dated the 19th December, which I have so repeatedly endeavoured to hand in, you will see the state of the works.
7764. Were you consulted upon the appointment of Mr. Hannington? I recommended Mr. Hannington. There was no overseer whatever in the second district; there was no work done previous, and very little to be done, as the road was not defined, so that all we had to do was to define the line from Doughboy to Armidale, because we would spend no money upon a line that was not defined; all we had to do was the clearing of the line, and we have hardly taken any advantage of the present road. There was no overseer under Mr. Quodling when Mr. Hannington was appointed.
7765. You recommended Mr. Hannington's appointment? On Mr. Quodling's recommendation. In passing through Tamworth I saw Mr. Quodling, and said, "I think you are rather under-handed." He said, "Yes, I am; there is a great deal of work to do." I asked him if he knew any one who could assist him; he said there was a young gentleman who had been with Mr. Wener's party, and had just returned from the Balonne; that he was a well qualified surveyor, and an excellent accountant. I said, I must examine him; when he was introduced to me he said he had known me before. I said, "I do not recollect you;" when he replied that we had come over in the same steambot together in 1852; I then recollected that there was such a person in the second cabin. I then said, "Are you qualified to perform the duties?" and he informed me that he had been engaged with Mr. Wener in the survey of the west, and had been left in charge of a party of men. He being on the spot at Tamworth, I said, "You must make a formal application to the Minister for Works, and refer to me." He did write to the Minister for Works, who referred to me, and Mr. Hannington was appointed, and I believe if he had fair play he would be one of the best overseers in the country; and in support of that opinion, I need only refer to the book I have handed in, which, although I differ from the results, is kept in an admirable manner. There is every bridge, everything connected with the works, the painting, tarring, rock, and earth-work, and the details, and I say if there were nothing else to prove it, that the manner in which Mr. Hannington has kept that book shews that he would make an efficient overseer.
7766. Can you say whether at the time of Mr. Hannington's appointment, he was capable of measuring work—whether he had been accustomed to road work and excavation? Mr. Quodling said one of his qualifications was his being a well qualified surveyor; he had also had charge of men; was a very good accountant; could write and read well. I considered that he was a person well qualified to have charge of men, and I think the proof of it is in the very good manner in which the clearing has been effected, and it was rather a difficult work to do between Wallabadah and Goonoo Goonoo, over mountains and rough country.
7767. Do you know, as a matter of fact, that he was a surveyor? That he was one of a surveyor's staff, and was left in charge of a party.
7768. Do you know a Mr. John Clarke? His name is not John.
7769. Mr. Clarke, a road overseer? Yes.
7770. Is he in the service of the Government now? Yes; between Goulburn and Gunning.
7771. Were you consulted as to his appointment? No.
7772. Who appointed him? Captain Martindale and Mr. Bennett. When the Minister appointed him Mr. Bennett was his direct guarantee.
7773. Was he under your supervision when he was appointed? He was one of my overseers; since then he has been removed to Goulburn.
7774. He was appointed to your district first? Yes; he had previously been a contractor on the Western and Southern Roads.
7775. How long? I cannot say how long; he was appointed from the knowledge he had displayed in carrying out the road contracts. Mr. Bennett had the greatest confidence in him, both as a surveyor and road contractor.
7776. Do you happen to know whether at any time he was a druggist's assistant? I know all about Mr. Clarke, his family, and antecedents. I know that, like many other persons, he lost money by deep sinking at Ballarat; that he came to Maitland, and was for a time in Mr. Lipscomb's house. That was only a temporary appointment. He then took a road contract, which was approved by Mr. Bennett, and he was appointed Superintendent for the Northern Road at Murrurundi. He was subsequently removed to take charge of a length of road in the Southern District, namely, that between Goulburn and Gunning.

7777. Can you say, from your own knowledge, whether, from the time of his appointment to an overseership, he was capable of measuring, and was an efficient officer? Perfectly; he was a very efficient officer. W. R. Collett,
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7778. Were you consulted on the appointment of Mr. Clements, who filled the situation of road overseer for some time? No; he is one of Captain Martindale's appointments; as a Superintendent I should not be consulted. 7 Jan., 1862.
7779. Was he sent to the Northern Road on his first appointment? He was a surveyor in Murrurundi when I first knew him. I think I have known him for the last seven years. He was surveying farms and laying out boundaries when I first knew him.
7780. Do you happen to know if he was a surveyor? - Yes; I have seen his plans. He was the first who laid out the Doughboy Diversion. He sectioned the whole of the Gap, and laid the plans before Mr. Bennett.
7781. Do you happen to know whether, at the time of Mr. Clements' appointment, he was capable of measuring work? Perfectly.
7782. Did you consider him an efficient overseer? When he was sober.
7783. Was he not dismissed from the Government service? No.
7784. Was he never dismissed? Yes, he has been dismissed lately; but he was not then exactly in the Government service; he held merely a temporary appointment.
7785. Was he dismissed previously? No. (*The witness handed in a paper. Vide Appendix.*)
7786. You positively assert that he was not dismissed for drunkenness? Not at that time, but lately.
7787. Did he resign to enable him to take that contract? He did resign.
7788. Had he not been previously reprimanded for misconduct? No; it is not usual to reprimand; it was stated—to use Mr. Bennett's own words—that “if he again used incoherent language he would be dismissed.” One morning he did not give a very sensible reply to a question; but he was not dismissed. He sent in that letter to become a contractor with Mr Greer, at Scone.
7789. Was he subsequently reinstated in the Government service? No; it was necessary to appoint some one who understood timber, to look after this bridge at the Highland Home, and Clements, who was starving, asked me to let him have a situation as ganger. I said, “I will let you have it rather than you shall starve, but if you get drunk you will be dismissed.” Subsequently he got drunk and was dismissed.
7790. What salary was he in receipt of? Nine or ten shillings a day.
7791. Where is he now? At the Denison Diggings, in great poverty.
7792. Did you ever write to him, censuring him for having anything to do with this testimonial, or any testimonial to you? I do not know; it is very likely I told him not to make himself too busy.
7793. Did you ever write to him at all? I dare say he considered that I had once or twice acted with a sort of kindness to him, and that he wished to shew his gratitude.
7794. I ask you whether you did actually write to him about the testimonial? I think it is more than probable I did.
7795. Do you remember whether you ever wrote to him stating the desirability of initiating a testimonial? No; I do not remember; if it were so, it had no reference to a money testimonial. There was some talk about a dinner; I think I did write; he wished me to have a dinner, and I believe I declined. I think he was secretary, but really I did not trouble myself anything about it.
7796. You think it possible you may have written to Mr. Clements and suggested the propriety of having a testimonial? Or not of a testimonial. I dare say I have written a great many letters. If I did so it was never intended to be made public.
7797. I have received a letter stating that such did take place? If you have got the letter it is hardly necessary to ask me the question.
7798. I hardly liked to take the *ipse dixit* of the person with reference to it? I dare say Clements dropped it from his pocket when he was drunk.
7799. Did you ever have a contractor of the name of Sharwood? Yes.
7800. Did you ever write a letter to him? Yes.
7801. What was the nature of that letter? It was to the effect that as the people of Maitland did all they possibly could—I do not know what word I used, but the meaning was—to slander me, the least they could do was to make amends for their previous conduct. I knew very well that Sharwood would shew it to Gorrick or somebody, and that Gorrick would laugh at it.
7802. You had another Government officer of the name of Newcomen—did you appoint him? No, he was originally appointed at 10s. a day, as an overseer. I am not sure that I did not appoint him; I believe I did appoint him. He was originally one of the subordinate overseers, was subsequently appointed at £255 a year, and then was appointed a second class Superintendent; he rose gradually up.
7803. You of course believed him to be a competent officer at the time of his appointment? He was perfectly competent.
7804. Was he competent to measure work? When first appointed?—I cannot say; he had no work to measure; at all events he very soon became competent.
7805. Was he capable of keeping accounts? Yes, he was a better accountant than writer; he was a very moderate scribe, but a very good accountant; his accounts were quite right.
7806. You consider yourself responsible for his appointment? Not at all. I am responsible for his appointment in the first instance, about 1854, but on his own merits he was recommended by Mr. Bennett and Captain Martindale to be a first class overseer; and then by the

- W. R. Collett, present Minister he was appointed to be a second class Superintendent. I presume there was an investigation as to his qualifications. I thought him an excellent overseer under me.
- Esq.
 1 Jan., 1862.
7807. Did you ever hear it represented that Mr. Newcomen would not employ any man unless he would purchase goods from his store, he keeping a sort of tally shop? I have heard such reports.
7808. Did you ever make inquiry into them? Yes.
7809. Did you ascertain their truth? I believe they were nearly all true.
7810. Did you reprimand him? No, nor did I see the difference between a Road Surveyor and a Railway Surveyor. It is not rare in one branch of the service—the Railway service—for the overseer to supply the men; it was the case in the Grosic Valley survey, and was made the ground of complaint against the elder Quodling. If a road overseer makes a little money by affording the accommodation to the men I do not see the objection. If the men are ten miles from a butcher's shop, and the overseer kills a bullock, I do not see why he should not sell the beef to his men, as it prevents their going a long distance from their work for their food. However, it was said that the system was abused and it was put an end to, and the salaries of the overseers were raised to £255.
7811. Do you disapprove of the system yourself? No, I approve of it; I think you get more work done; it may lead to abuse, but I do not see where.
7812. In the pay sheets sent in to the Government, are the names of the men actually working on the road, under charge of an overseer, entered, and the pay drawn for them according to the amount of work performed? I presume so; it is the overseer's work to send it to the Superintendent, and the Superintendent has to send in to me. Of course I cannot say from my own knowledge. I think the whole system is open to abuse; but it is much more easy to find fault than to suggest a remedy.
7813. Could you suggest a remedy? To find a perfectly fearless independent man for the head of the department, and not to give the Superintendents so much power. For the want of that the whole thing will go to the winds.
7814. Can you say whether Mr. Newcomen paid the men under him their wages in full—the amount of their earnings; or was he in the habit of withholding portions for stores received? I have no doubt if Mr. Newcomen killed a bullock for them he charged them for the beef, and withheld the money due for it, at the market price. I think it of the greatest service among mountain ranges, and at a distance from market, to have some one who would kill a bullock, or supply men with tea and sugar. I have felt the want of it ever since the new arrangement was made.
7815. Did you ever hear it represented that Mr. Newcomen made a considerable sum of money from providing these things? I know Mr. Newcomen left the service a poor man. He is much better off now he is married.
7816. Did he not combine various occupations, besides storekeeper, with that of overseer—was he not a farmer? Yes; he had a farm near Yarrundi.
7817. Where is that? Near Scone.
7818. Was it his own farm? No; Mr. Robertson's farm.
7819. The Minister for Lands? Yes.
7820. Do you think it possible that he could attend to his duty as road overseer and these multifarious matters? It was not only possible, but he did so remarkably well. It is possible for some men to attend only to one thing; some men can attend to many.
7821. What length of road had he to look after? Not very much; I think not more than 20 miles, if he had that.
7822. What was the average length the overseers had generally? Directly they were raised to £255 a year I believe their districts were increased from 35 to 45 miles.
7823. Was Mr. Newcomen's so increased? Yes; and then his selling and buying ceased, and also the holding the farm. There was a stipulation that the moment his salary was increased he should give up the farm.
7824. There was an objection made to the farm? There was the objection that they should have no other occupation than that of overseer.
7825. Do you know whether he was the only overseer who engaged in these different occupations besides his duty? I am not aware of any other overseer; it might have taken place at Murrundi, but I would not swear to it. There is no occasion for it where there are townships.
7826. You think Mr. Newcomen could look after his length of road and attend to his other occupation as well? I think Mr. Newcomen could do it; I do not say everybody could do so, nor do I think it is a good system—I refer to the farming part.
7827. Have you the power to dismiss your subordinates? No, nor the Minister either.
7828. Who then has the power? The Governor and the Executive Council. It is the same thing; for if I report to the Minister, the Minister considers my report to be tantamount to recommending the dismissal of a subordinate, and he brings the subject before the Executive Council, and I presume, as a matter of course, the person would be dismissed. But we have never dismissed any one that I am aware of; somehow or other just as we are going to dismiss them they resign. One case that bears upon the point is that of Clements; Quodling did not get quite so far as to be dismissed. Mr. Clements resigned, and Mr. Quodling, if he had kept his office a little longer, would have been dismissed.
7829. Are we to understand that no subordinate officer on the road can be dismissed without the concurrence of the Executive Council? They appoint, and they only can dismiss a gazetted officer.
7830. You are considered responsible for the management of the Roads Department? Yes.
7831. Do you not think it would conduce to the efficiency of the department if you had the power of dismissal? Not without I had also the power of appointment.

7832. Do you think it would conduce to the efficiency of the department if you had the power of appointment? I think it would; it would invest me with more responsibility. I think I ought to have the power of appointing my own officers.
7833. You told the Committee that Mr. Quodling had repeatedly been incompetent, and under the influence of liquor—did you ever state this to Mr. Arnold? I stated that he had repeatedly been reported drunk, by letter, and that I had travelled with him five days, during which time he had taken a great deal more brandy than he ought. I never saw him incompetent to do his work from drunkenness.
7834. You have seen him frequently out of his district, at Murrurundi? Frequently.
7835. That was a breach of duty? For which he was subject to dismissal, and he was threatened.
7836. Did you report it to the Minister for Works? Not officially; I mentioned the circumstance, but at the time I was determined not to bring a charge against a subordinate unless I could fully substantiate it, because Mr. Quodling and myself did not work in perfect harmony. I was determined nothing should influence my conduct till I was possessed of sufficient facts. I now am possessed of those facts, and regret that I was not before.
7837. When did you become possessed of those facts? From subsequent information I learned—
7838. Since this inquiry? Since his resignation.
7839. At the time when this inquiry was first instituted, and when you made certain charges against him, you had no specific data? Yes, I had always sufficient to prove insubordination and absence from his men, but that was not quite sufficient. I did not think because the man's manner was repulsive, or his being occasionally at Murrurundi, was sufficient, because there might be an excuse about the Post Office; but since then—however, I will answer the question.
7840. Go on? Since, I have discovered that the bank account—which I should, under any circumstances, have discovered at the end of the year—has been kept in a most irregular, and what I should consider a fraudulent manner. I have therefore no hesitation in saying that he is a person not worthy of confidence in any respect, because he has been guilty of fraud.
7841. Do you intend to take any ulterior steps in consequence of this charge of fraud? Yes, undoubtedly.
7842. What steps? I intend to have a warrant against him.
7843. Charging him with embezzlement? Charging him with embezzlement.
7844. You are aware, of course, that Mr. Quodling is to be seen daily? Yes, but I am also aware that I will not interfere with the operations of this Committee—the Colony is not so large.
7845. Do you not consider, as an officer of the Government, that having so serious a charge against him, it is your duty to take steps for his apprehension? The case is before the Crown Solicitor to day. I got the banker's papers from Tamworth only yesterday.
7846. May he not leave the Colony? Yes, but I am too sharp for him. I could send a telegram after him, and I have already mentioned the matter to the Inspector of Police.
7847. Are we to understand, then, that Mr. Quodling is under the surveillance of the police? Yes, I have mentioned the matter to Captain McLerie. I have given the whole statement of the matter to the Government.
7848. Why was it not given before? The facts were not sufficient.
7849. Do you consider that you are warranted in stating to the Committee that a person is guilty of embezzlement unless you have sufficient facts? I consider that no person has a right to bear false witness against his neighbour.
7850. Upon what ground do you make this charge against Mr. Quodling? I make the charge on the ground that his accounts are falsified, and that money is over-drawn, as the banker's books now prove.
7851. Have you mentioned the facts to the Minister for Works? Yes, I have, and he wanted to have the case submitted to the Crown Solicitor to know who is to prosecute. I was obliged to get a Treasury order, in order to get the books from Tamworth, in consequence of the question as to whether the Commissioner for Roads was in existence. However, I have got the banker's accounts in my hands.
7852. And you actually intend to prosecute? I intend to take every step for him to be prosecuted, and either to prosecute myself or to give evidence.
7853. Do you now consider yourself Commissioner for Roads? Yes, and I act as such.
7854. You are aware of course that the salary has been stopped? Yes, and I am aware it can be raised again to-morrow morning.
7855. How? By the people of Australia, who have confidence in me as Commissioner.
7856. Voluntarily? Yes.
7857. Do you consider yourself a Government servant still? Yes, of course I consider myself a Government servant till my commission is revoked.
7858. Are you aware, that in the opinion of Parliament, the office of Commissioner is no longer necessary? I am aware of it—I read the newspapers.
7859. Has the Minister for Works stated that he intended to prosecute? The Minister for Works has stated that he intends to submit the case to the Crown Solicitor when the case is prepared. Of course I cannot be here and in my office at the same time. I received the papers only yesterday afternoon; I am here this morning, and there is no such hurry; Mr. Quodling will not escape.
7860. Do you expect to be paid by the Government? I have not the most distant idea of receiving any payment from Government, as Commissioner; I wish I had.
7861. You say you did not communicate officially with the Minister for Works, representing
how

W. R. Collett,
Esq.

7 Jan., 1862.

- W. R. Collett, Esq.
7 Jan., 1862.
- how frequently Mr. Quodling had misconducted himself? I did not officially communicate either respecting Mr. Quodling's drunkenness or his absence without leave.
7862. Do you consider that absence—frequent absence of a Superintendent from his district—an offence which should be visited by dismissal? I think every case stands on its own merits. I should be very lenient where a courtship was taking place, as in this instance; but still I should suggest that an interview should not be prolonged over four or five days. I might overlook a day's absence in such circumstances, but I think when it extends to a week it is rather too much.
7863. That has been the case? Yes, I have a letter to prove that has been the case.
7864. And you have not made a representation of that to the Minister? Not officially.
7865. I understood you to say that you considered Mr. Quodling an incompetent officer? Yes; that is to say, a man may not be incompetent to measure a heap of stones, though he may be to manage an extent of road 135 miles long, as he calls it, and 121 as I call it.
7866. Do you remember whether you ever expressed a contrary opinion publicly? I could hardly express a contrary opinion, for I had nothing to guide me.
7867. Do you remember whether you ever expressed to a deputation that waited upon you in Tamworth, your unlimited confidence in Mr. Quodling? To carry out a ditch in the township.
7868. Did you indicate any particular work? Yes, a ditch in the township.
7869. Did you not say that you had every confidence in Mr. Quodling as an engineer? No; but the people of Tamworth wanted a flood-gate to prevent the water going into their cellars, and I said Mr. Quodling was competent to superintend that.
7870. Do you not consider that even such an undertaking as that would require more skill and professional ability than would be necessary to measure a heap of stones? Not much, when I laid out the work, for it was my suggestion, and I said he was competent to carry out my ideas, in the same way as he was to carry out the approaches to Tamworth Bridge.
7871. Did you ever on any other occasion express confidence in his ability? I am not aware at all.
7872. Is it usual for a Road Superintendent to sign certificates of a certain amount of work having been done by a contractor? After the overseer sends it in; the initiative is with the overseer; he sends it to the Superintendent, and the Superintendent sends it to the Commissioner; the Commissioner draws a cheque and afterwards sends the voucher to the Auditor General, to shew that the money has been properly paid.
7873. Have you known frequent departures from that practice? Yes, there have been frequent departures.
7874. In how many instances was this practice departed from in the case of the Doughboy Diversion? In the first instance by Mr. Bayley and Mr. Quodling, who for the first six months had no overseer's signature to the work at all. Subsequently, having seen the work, I thought my signature was the same as Mr. Bayley's or Mr. Quodling's, and the Auditor General thought so too.
7875. How many times did these gentlemen sign certificates in reference to this contract? They have already sent in vouchers for £7,040, these same gentlemen who accuse me of having over-paid the contractor, and who state, moreover, that there is £2,000 worth of work to do.
7876. How do you account for the departure from the usual practice of signing certificates in this case of the Doughboy Diversion? Very frequently it is the case, the overseer may be sick, or there may be other circumstances to prevent his signing. During the last year of my superintendence I acted for the Maitland district for three months as overseer and Superintendent, and signed the certificates. There was nothing unusual in it.
7877. Was it not indispensable to have the overseer's signature attached? Some one must be responsible that the contract money is spent in contracts, and the maintenance money in maintenance.
7878. Has there been any departure from the practice generally with reference to certificates, in any contracts which Mr. Martindale has performed, with the exception of this Doughboy Diversion? I am not aware that there has been a single one.
7879. Has there been none with reference to the Liverpool Range contract? You mean to say, the one under Mr. Bayley.
7880. I refer to the road over the range? I had nothing to do with that; that was under Mr. Bayley and Mr. Bennett, in the same way as the Doughboy Diversion was under me.
7881. Did Mr. Bayley and Mr. Bennett object to sign certificates for work performed upon this contract, in consequence of the gravel used being very inferior in quality? Certainly not. Mr. Bennett was gone—what signified whether Mr. Bennett refused or not? Captain Martindale was Commissioner.
7882. Did not Mr. Bennett refuse? He never wrote to me.
7883. Are you aware that Mr. Bayley and Mr. Bennett refused to pass this contract in consequence of the gravel placed on the road being very inferior, in fact being loam instead of gravel? I know Mr. Bayley, on the 7th April, referred to some gravel that was put on it, but that had nothing to do with the contract. On the 7th March he wrote a letter stating that the gravel had set remarkably well, and praising Mr. Martindale as contractor.
7884. You took charge of the work on the 7th April? Mr. Bennett left on the 15th January.
7885. Although this was in your district, previous to that time Mr. Bennett had charge? Mr. Bennett and Mr. Bayley had that contract.
7886. When you undertook the duties of Road Commissioner, and assumed the general supervision of this contract, did not Mr. Bayley represent to you that he had refused

- to pass the contract because the gravel was very inferior. There was about 200 yards out of two miles and a quarter which was gravel over pitching where the gravel was of a whiter character, and Mr. Bayley said, "Will you pass this; Mr. Bennett has objected to it?" I said, "Mr. Bayley, you should have objected when it was put down; it is hard to object now that it is completed." That was the whole conversation that took place. Mr. Bayley sent in a certificate that the contract was completed, and stated that the gravel which had been previously condemned by Mr. Bennett was setting very well. Here (*referring to some papers which the witness held in his hand*) are the certificates shewing the completion of the contract with the same gravel. Here, on the 30th of January, Mr. Bayley signs to the completion of the contract in a satisfactory manner.
7887. Did not Mr. Bayley object when you first visited this work—did not he tell you that he and Mr. Bennett concurred? Mr. Bennett had never seen this gravel. I do not know what Mr. Bayley told me.
7888. Did he not tell you that he had represented to Mr. Bennett that this gravel was not satisfactory, and that Mr. Bennett concurred with him? No.
7889. Did you not hear Mr. Bayley say so when he was here? I heard him say many things which I do not endorse; I think his memory is short.
7890. Did you certify for this contract? No, I never certified anything; Mr. Bayley certified; here are his certificates.
7891. You happen to know that Mr. Bayley objected to this gravel? Why then did he not remove it—why did he send to me, six weeks after I was there, to say these things were all right? My first visit was in January, my next was on the 6th April;—why did not Mr. Bayley wait, and, if I may use the term, not send in a final measurement; nobody forced him to do so? This (*referring to documents*) is the 30th January, the next is the 11th March, and the final certificates are from January to 6th March, including gravel, 320 yards.
7892. What date was it when Mr. Bayley told you he disapproved of this gravel, and that Mr. Bennett concurred in his disapproval? I have not admitted that he did; you assume that he did; I allow that I found the white gravel, having lime in it, bound better than the red, and I should put it on in preference to the red; I consider the gravel was excellent.
7893. Therefore, although this gravel was objected to by the Engineer and by Mr. Bayley, you passed it? I have no proof that it was objected to; Mr. Bayley's letter proves that it was approved, and I approved of it.
7894. If a Road Superintendent refuses to sign a certificate because he considers a sufficient amount of work has not been performed to warrant him in signing it, would you authorize the payment of money independently of him? Yes. When Mr. Bayley would not certify to some pavement on the Parramatta Road Mr. Bennett paid the money.
7895. You consider that you have the power; have you frequently done so? No, very seldom.
7896. How many times have you done it in cases where Mr. Martindale has been contractor? In the present case I think there have been five instances where there have been no vouchers whatever from the Superintendent.
7897. Have you ever disregarded the refusal of the Superintendent to sign vouchers, in cases of any other contractors than this? With the exception of the Doughboy Diversion.
7898. With the exception of Mr. Martindale? You ask me the question. I do not remember any other case where the Superintendent has not sent in vouchers.
7899. *By the Chairman*: Have you any papers you wish to hand in? I have, if they are read; not to have them put on one side.
7900. Do you decline to put in these papers unless the Committee previously tell you what they will do with them? I say they bear upon this investigation, and I wish to have them read.
7901. Do you wish to hand in any papers? Not to-day; the investigation is now closed.

W. R. Collett,
Esq.
7 Jan., 1862.

APPENDIX.

Murrumbidgee, 1 November, 1859.

Sir,

It is my intention to send in a Tender for the ballasting of Doughboy Hollow, and for other contract works on the Great Northern Road. It would be incompatible with my position as overseer to do so, &c.

I therefore beg to place my resignation in your hands, to take effect at the end of the present month, and you will have the kindness to forward this letter to head quarters.

I remain, &c.,

W. C. CLEMENTS.

WEDNESDAY,

WEDNESDAY, 8 JANUARY, 1862.

Present:—

MR. DALGLEISH, | MR. HOSKINS,
MR. LUCAS.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

William Rickford Collett, Esq., called in and further examined:—

- W. R. Collett, Esq.
8 Jan., 1862.
7902. *By Mr. Hoskins*: Can you say, as a matter of fact, whether Mr. Bayley condemned a portion of the gravel laid on this road at Liverpool Range, in Mr. Martindale's contract? Not to me, he never condemned it, and I have no proof that he did so to Mr. Bennett; but I find that letter I referred to yesterday.
7903. Without a signature? Without a signature. It has already been produced. (*Letter produced. Appended to evidence of Mr. Collett, 31 December, 1861.*)
7904. Are you sure this is Mr. Bayley's letter? Yes, I will swear to that.
7905. *By the Chairman*: What does this purport to be? It proves that the gravel was good. I found that letter in the Office. It is marked officially, and ticketed to Mr. Bayley.

Mr. Alexander Charles Bayley called in and further examined:—

- Mr. Alex. C. Bayley.
8 Jan., 1862.
7906. *By the Chairman*: There is a letter here, dated 12th January, which is stated by the Commissioner for Roads to be in your handwriting—will you state whether it is an authentic document? (*Witness referred to the letter.*) Yes; it is my handwriting.
7907. Under what circumstances did you write it—how was it you did not sign it? I do not know how I made that mistake; it is my own handwriting.
7908. Did you intend it as bearing any authority at all? Yes. I do not know how it was that it is not signed.
7909. You admit it entirely? Yes.
7910. You adopt that letter altogether? Yes; that is my letter.
7911. Is it all true that is stated in it? Yes, it is true.
7912. Do you not in that express approbation of something you have since condemned? No, I say it is set, but I cannot answer for it in wet weather.
7913. You merely speak to the external appearance of it? Yes.
7914. Did you write that letter of your own free will? Yes, of my own free will.
7915. You do not wish to retract from it? No.
7916. You do not consider it contradicts what you have said before? No, I do not. My only reason for writing that letter was, that he might be allowed some money to go on with, as I knew he was not well off, to complete the rest; and I left that for Mr. Bennett to decide.
7917. *By Mr. Hoskins*: Did you not say in your evidence that you refused to pass this, and that Mr. Bennett concurred with you, and withheld the money in consequence? Yes; I never passed any money for the gravel.
7918. Is not this an expression of your approval of it? No; I say it has set, but I cannot answer for it in wet weather.
7919. *By Mr. Lucas*: You consider that qualified it? Yes. This gravel was gravel put on for the pitching, to fill up the interstices in the pitching, and that is extra work; it had nothing to do with the original contract.
7920. *By Mr. Hoskins*: However, you did not approve of the gravel laid down by the contractor? No, I did not.
7921. And was a portion of the money comprised in the contract, withheld in consequence of the gravel not being good? Yes, it was not paid; it was lumped up till the contract was all finished.
7922. *By Mr. Lucas*: I heard you speak of gravel to fill up the pitching—is that usually an extra? Yes.
7923. Is it not usually set forth in the specification? No, it was not set forth.
7924. Is it not usually set forth in the specification? No, not gravel; because the gravel would go through the stone; it is impossible to hand-pack it so close as to prevent the gravel going through.
7925. Is it usual to have a coat of gravel placed over the pitching? No, that was not specified.
7926. Is it not usual? I never did any before that, and that was not specified there.
7927. Was there any pitching in the specification? No.
7928. Then the pitching was an extra? The pitching was an extra, the same as that gravel.
7929. What do you consider pitching worth per cubic yard? I never did any by the cubic yard, always by the run.
7930. What difference is there between pitching and broken metal. Suppose you had a yard of pitching and a yard of broken metal to do, what would be a fair price for pitching, or what would be the difference? About half.
7931. What did you pay? I paid, I think it was 6s. 6d. or 7s.
7932. For what? For the pitching.
7933. And what did you pay for the broken metal? 5s. 6d.; but that 6s. 6d. or 7s. was not for a cubic yard; it was for 24 feet wide by a yard forward, which would have contained more than a cubic yard.
7934. What is the thickness? 9 inches by 6—an average of $7\frac{1}{2}$ inches.
7935. *By Mr. Hoskins*: Do you remember the purport of the instructions you received from Mr. Bennett, when you were deputed to take charge of the Liverpool Range Extension contract? I had instructions to proceed to Murrurundi to take charge of it.

7936. Merely formal instructions? Formal instructions.
7937. Could you produce a copy of the letter you received? I have it, but not here.
7938. Were you not sent there primarily to take charge of the Arnold Bridge? Yes; that was the first work I had there.
7939. And you subsequently had this Liverpool Range contract added to your duties? Yes.
7940. Did you receive any special instructions when you had that additional charge? I cannot remember now; I think I did, but I am not quite certain. Mr. Bennett was there at the time, and we went over the ground and began to set out the ground together. I am not quite certain whether I had verbal or written instructions.
7941. What was their purport? To see the work done properly according to specification.
7942. Did you not consider it most unusual for you to have charge of road work in Mr. Collett's district when he was Road Superintendent? I thought it was given to me because it was so far distant from Mr. Collett; that it required more than ordinary care to carry it out; and that Mr. Collett could not be there sufficiently often to see that it was carried out properly.
7943. Was any reference made to Mr. Collett by Mr. Bennett, in giving you charge of the work? No.

Mr. Alex. C.
Bayley.

8 Jan., 1862.

William Rieckford Collett, Esq., examination continued:—

7944. *By Mr. Hoskins:* Did you ever make any complaint of Mr. Bennett giving Mr. W. R. Collett, Esq. charge of this work in your district? No official complaint.
7945. Did you make a complaint at all? To any human being, do you mean?
7946. To Mr. Bennett, or to the Minister for Works, or to any other person connected with the Roads Department—to Captain Martindale? Not to my recollection, I did not. I objected to it; but I cannot say I made any complaint. I thought it was a rather unusual proceeding.
7947. You had works in charge beyond that extension as well as on the Murrurundi side of it? Yes. Perhaps I might be allowed to give my idea of the reason why it was done. I think it was simply because I differed from Mr. Bennett in the engineering part of the work, and therefore it was desirable that I should not have to carry out work on a specification that I did not approve. I objected entirely to the 12 feet bridges, and protested against them.
7948. Has Mr. Coghlan received any special instructions from you as to the works he is to take charge of? Yes.
7949. What are the works he is to take charge of? The instructions he has received from me up to the present moment are to visit the whole of his district and to report. He was then to proceed to Doughboy Hollow and measure the pitching, and report also on that work, which he has done. I may state that the reason for not handing this work over to him arose from a doubt whether it was not desirable to make it a part of the first district instead of the second, as the first district is shorter than the second, and the first district has a first-class Superintendent, and the second district only a second-class Superintendent; and that matter is still undecided.
7950. When did he have these Doughboy extension works handed over to him to take charge of? I can hardly answer that question. As Superintendent of the Road the works are in his charge; but it was thought undesirable that he, being recently appointed, should at once go and send in evidence respecting these works. In fact I wished to see the works myself, and not to be influenced in any way by what Mr. Coghlan or any person else might say, but the moment I saw the works, and Mr. Coghlan returned from this Committee, I considered the works then under his charge.
7951. Subsequent to his examination here? Yes.
7952. I suppose you are not aware that he stated that at the time of his departure there was nobody in charge of the works, and that there had not been for some time? I have no doubt he spoke the truth.
7953. Are there any formal or written instructions given to Road Superintendents when they are appointed to that office? I am aware of none.
7954. Do Road Superintendents have copies of the specifications in reference to the contracts in the districts under their charge? I have answered that question before, but I will repeat it.
7955. Not to me? To the Committee I did. Copies of the specifications are always sent to the nearest Police Office when the contract is issued, and the question has often arisen whether the copy which is deposited at the Police Office belongs to the contractor or to the Superintendent, and it has generally been allowed for them to arrange that matter between themselves. It only involves making a copy on the part of either of them.
7956. Do you think a Superintendent or overseer can properly superintend the work unless he has a copy of the specification? That question also was asked in so many words before, but I will repeat it. In many instances the specifications proceed from the Superintendent. The plan has been generally, in the commencement of the previous year, to write to each Superintendent to send in specifications for such contracts as he may think necessary in his district; and these are submitted first to the Commissioner for Roads, and afterwards to the Minister, for proclamation in the *Gazette*. Therefore in a number of cases the specification originates with the Superintendent.
7957. Do you know that Mr. Coghlan has stated before this Committee —? I know nothing of what he has stated.
7958. It has been stated that he has not seen a copy of the specification? It was impossible that

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that he could when the copy that was sent up there was handed to this Committee by Mr. Quodling, and the original specification was handed in by me. You asked whether we furnished the Superintendents with copies, and I stated that we sent them to the Police Offices, and left it to the Superintendents and overseers to take copies. Of course it is their duty to obtain a copy, but that is a very different thing from having them furnished to them from the Head Office.

7959. I asked whether you do not think it desirable they should have them? No doubt it is; but I do not think they have so much to do, but what they can make copies of the specifications for themselves. Our clerks have something else to do besides copying specifications, when perhaps there are 150 contracts, and something like 400 specifications.

7960. Are you sure that ten per cent. has always been kept in hand from Mr. Martindale—ten per cent. of the money earned on this contract for the Doughboy Diversion? To the best of my belief it was; I have no reason to suppose otherwise.

7961. When the Superintendent had reported that the contractor had not been carrying out the work properly on this Doughboy Diversion, you visited it, and directed the contractor to proceed with the work, in spite of the remonstrances of the Superintendent. Do you think by making a cursory examination you could tell whether it was done properly—whether the metal was broken to the proper gauge, or whether there were a sufficient number of spikes in the bridges? Excuse me, you have asked about ten questions. I will answer any one of them separately.

7962. Do you think you could tell, by making a cursory examination, whether the work was done properly or not? I could by making an examination; I did not use the word "cursory."

7963. I think you stated yourself that you were there only a few hours? I beg your pardon; I never stated so.

7964. Do you know whether the proper quantity of iron-work was put in the bridges? Yes, I do know it was.

7965. Do you know whether any of the iron-work has been removed since? I beg to hand in a letter from Mr. Loder, and the correspondence respecting the iron-work of the bridges, which is all official, and was all investigated and arranged before this Committee was thought of. (*The witness handed in the same. Vide Appendix A.*)

7966. Are you sure that the quantity of metal, as provided by the original specification, in the Doughboy Diversion contract, has been laid on the road? No.

7967. What is the difference—has there been an excess or a deficiency in the quantity provided in the original specification? A deficiency.

7968. How much is it deficient? About 2,000 yards less than there was in the original specification.

7969. What do you estimate the value of that per yard? Some at 6s. 6d., and some at 3s. 6d.

7970. What sort of metal is that at 3s. 6d.? Like this (*taking up the piece of stone called by some of the witnesses shale.*)

7971. Were there about equal proportions of the different descriptions of metal? I have calculated 1,000 yards of each; that is what I have given the contractor credit for.

7972. Do you remember, or do you know whether Mr. Quodling remonstrated with the contractor, and also pointed out to you that the contractor was filling up the channel of the creek at the foot of the embankment at the cutting? If Mr. Quodling remonstrated, it is in evidence.

7973. It is given in evidence by Mr. Quodling? A verbal remonstrance?

7974. A verbal remonstrance? I am not aware of any verbal remonstrance—at least I took no notice of it.

7975. Do you remember his pointing it out to you on the works? No; I remember pointing it out to him, and telling him to alter it.

7976. In what way to alter it? To cut a fresh channel for the creek—which was not in the original contract. He was ordered to estimate it, send in the amount, and do it, which he failed to do—at least he failed to do the work.

7977. Did you, when laying out the work, anticipate that the channel of the creek would be stopped up, and that the cutting would be an additional work for the contractor? Another two questions, you ask whether I anticipated that the channel of the creek would be stopped up,—I did anticipate it; I knew it would be stopped up.

7978. And that you would have to give the contractor an additional sum for cutting a fresh channel? If it was necessary I should. I am not certain about the necessity of it now. In our life-time it will not be necessary.

7979. Have you not let the contract to him for cutting a new channel? It was remarked by many persons, whether experienced or not, that the bank would be cut away, and in order to stop all remarks of that kind—not that I the least believed it—I said, a sum not exceeding £20 should be spent in cutting a new channel. It is a matter of very little consequence indeed.

7980. Could not the contractor have avoided stopping up this channel? Not when he had 12,000 cubic yards of stuff to make room for. I gained a double advantage by that; I got a road of forty feet wide at that dangerous spot—twenty feet in the solid cutting, and twenty feet of the embankment.

7981. Do you mean to say there are twenty feet of solid road in that cutting? Yes, quite solid. So that if the whole excavation were washed away I would still have my road intact in the rock.

7982. Do you not think a twenty feet roadway in the solid cutting would have been quite sufficient, without having had this earth deposited there to stop the channel of the creek?

It

It was impossible to deposit the earth anywhere else, the space is so confined. As to the creek I never saw it running yet. W. R. Collett, Esq.

7983. What amount of work was involved in the cutting of this channel? The estimate of Mr. Quodling was £20.

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7984. How do you know Mr. Quodling's estimate of the quantity of earth excavated in this cutting was not correct? Because although it is very difficult to prove the exact amount, it is very easy to prove that there cannot be so much as he stated. Although I would have some difficulty, the benches and buoys having been cut away, in stating how much there is, I can prove that there are not 14,300 yards.

7985. Have you measured it? I have had the sections gone over to see whether by any possibility there could be that amount in the cutting, and I can produce the evidence of engineers to state that it is impossible, and my own measurements come to the same result. In fact no measurement has been taken which comes within 2,000 yards of Mr. Quodling's.

7986. *By Mr. Dalgleish*: Are benches and buoys synonymous terms? Not exactly synonymous terms; but in a sidling cutting there are both benches and buoys.

7987. You have stated that the benches or buoys have been cut away, and therefore it is impossible to measure —? Impossible to measure accurately.

7988. What is the meaning of the term benches? When we attempt to carry up a cutting perpendicularly we leave a bench, in case it does not stand; then, if it does not, we come down with the slope afterwards from above it, and remove the bench in order to make the slope uniform.

7989. Were these benches removed in Mr. Quodling's time or Mr. Bayley's? They were removed by Mr. Quodling, without any instructions from me.

7990. During the time Mr. Quodling or Mr. Bayley had charge? Mr. Quodling and Mr. Bayley had charge together up to the 16th August, and to the best of my belief they were removed when Mr. Quodling had charge, and not when Mr. Bayley had charge—Mr. Bayley not having charge of the earth-work at all, therefore they were removed during Mr. Quodling's time.

7991. You say so from reasoning, not from knowledge? From knowledge. It could not have been otherwise.

7992. Will you say positively they were removed during Mr. Quodling's time? Yes, I say positively they were removed during Mr. Quodling's time.

7993. *By Mr. Hoskins*: I should infer from what you have said that you consider Mr. Quodling incapable of measuring earth-work excavation? Not common earth-work, certainly not. Common earth-work he could measure as well as anybody. But this is a very difficult cutting, and I am not quite certain there is an engineer in the Colony who can measure it. It is 98 feet high, on a precipice, with a perpendicular cliff to the bottom, and therefore it is very difficult to get at for one thing.

7994. May I ask how you estimated the quantity for payments to Mr. Martindale, or how you estimated it previous to allotting the contract? There were two bridges in the diversion, which I estimated to cost £1,100, and these are the two large bridges which were omitted. In the line, as proposed by Mr. Bennett and Mr. Wells, there were originally ten bridges in the contract, and two of the largest were omitted; and Mr. Martindale was to do this big cutting for an amount equivalent to the two bridges—one was to be set off against the other. I calculated the big cutting at 12,000 cubic yards, at 1s. 10d., through rock and earth together, making it amount to £1,100, the same as the two bridges. Now I beg to remark that 12,000 yards is less than any measurement that has been made; there is no measurement so low as 12,000. The next lowest is 12,195, and the next 12,386; all that has been allowed him is 12,000. In order to explain this matter fully, I beg to hand in, which I very much wished to have done before, a paper I have prepared, giving an analysis of the work to be done for the original contract of £6,379, and for the present agreement for £7,000. (*Paper referred to handed in and read. Vide Appendix B.*)

7995. *By Mr. Lucas*: I perceive you have lumped the rock and earth together at 1s. 10d.? Yes.

7996. How much rock was there? The greatest quantity was as hard as this (*referring to one of the pieces of stone on the table.*) It will all stand perpendicularly.

7997. Did you have it cut to a batter? I had it cut to a batter for this reason, that I was afraid that if I left it to stand perpendicularly, the contractor would have charged me 3s., according to the specification; and therefore I made that agreement with him.

7998. If you lumped it all together how could he charge 3s.? Because the schedule price was 3s. for rock.

7999. And the earth-work was 1s. 5d.—but you said you lumped it all together for 1s. 10d., how then, even if you left it perpendicular, could he charge 3s. for rock? Because I was always in a state of alarm lest he should fall back on the original schedule of prices, if we had no agreement together.

8000. Had you no agreement? The evidence of that was Mr. Bayley's letter, which has been so much referred to; that was the object I had. He stated to me verbally he would do it, and he stated so to Mr. Bayley also.

8001. That letter of Mr. Bayley's would not bind the contractor? I think if you take the whole document it binds the contractor; it is sent to me as being approved by the contractor, and it is approved by me.

8002. What is there in that letter to show that the contractor approved of it—what is there to bind the contractor? I think it states that the contractor is willing to do the work for the sum named.

8003. *By Mr. Hoskins*: As you did not measure this earth-work, your statement as to the quantity is mere haphazard? I did measure it.

- W. E. Collett, Esq. 8004. Previous to letting the contract? Previous to letting the contract; we knew by the sections what was in the original drawing. There was no difficulty in that.
8005. And after the contract had been performed, you measured the quantity that had been removed by the contractor, to see whether he had removed the quantity provided? He removed a quantity equal to £1,100. That was all I wanted—an equivalent for the two bridges. As long as the Government was not a loser I did not care how it was.
8006. How did you estimate that the work in the two bridges would be worth £1,100? By calculating them according to the original prices for the work in bridges. I have got the calculation of every bridge, and can tell you the price of the timber, iron-work, tarring, painting, and so on.
8007. What were the numbers of the bridges you dispensed with, and substituted this excavation for? One was called number 6 bridge, but directly I made the deviation of course the numbers changed.
8008. *By Mr. Dalgleish*: Can you state the numbers of the bridges dispensed with, according to the original numbers? They were the two bridges I pointed out the other day—number 6 and probably number 7, unless a small one intervened, making it number 8. Number 6 is one.
8009. *By Mr. Hoskins*: Surely if you made a calculation of the cost of two particular bridges, and in the interest of the Government believed that you were getting an equivalent in earth-work from Mr. Martindale, you can tell on which of the bridges you based your calculations? I could tell you which bridges they are, but when you ask with reference to certain numbers, which are different now, the matter is quite confused. However, I am quite certain number 6 is one, and I think number 8 is the other; but it is not called number 8 now. There were originally 10 bridges, and now they run from 1 to 8. You ask me which out of the 10 were left out, and I say, to the best of my belief, 6 and 8.
- [*After some conversation between Mr. Hoskins, Mr. Dalgleish, and the witness, and reference to plans of bridges on the table, examination proceeded.*]
8010. Will you tell us the length and character of the bridges dispensed with? As far as I can judge, I put them down at £750 and £350.
8011. I would like to know what length the bridges are? About 176 feet, one of them, and the other 96 feet.
8012. No. 6 bridge you see is to be very substantially constructed? Yes. It does not follow that I should have constructed it in that manner. My bridges are all cheaper than these. I should have had none of this sawn timber. My calculation is that I could build the bridge for £750.
8013. Did you not intend to have the bridges built on the original design, and according to the original specification? I never intended to have had that bridge built at all, on account of the impossibility of getting timber of sufficient length in the neighbourhood.
8014. *By Mr. Lucas*: Have you got the plan of No. 1 bridge as per original contract? I do not see it here, but it ought to be here. It is a very small bridge.
8015. Is there a plan in the Office of No. 1 bridge? There must have been a plan for the contractor to have built it.
8016. Has that bridge been constructed? It has.
8017. Has it been constructed according to the plan, specification, and contract? The bridges were all widened from 12 to 18 feet; but, as far as the bridge itself is concerned, it was erected, no doubt about it. I beg to state that, in order to distinguish them, I have christened all the bridges, every one of them, because the change in the numbers rather confused myself. I call No. 1 Adam Bridge.
8018. Just answer my question as near as you can—was that No. 1 bridge constructed in accordance with the plan and specification of the original contract? No.
8019. Was it increased in width or length? It was increased in width, not in length.
8020. Was it constructed, as far as expense goes, in accordance with the original plan and specification—what were the other deviations from the contract—was the timber for all these bridges to be squared or sawn, by the original contract? I am not aware that any alteration with respect to the timber was made. It was merely in the width of the bridge.
8021. No other alteration? Not that I am aware of.
8022. The mode of construction was the same? Yes.
8023. The plan of No. 2 bridge is here? Yes; that we call Brown Bridge.
8024. Was that constructed according to the original plan and specification? Yes, to the best of my belief, with the same alteration as before.
8025. No. 3? Clements Bridge.
8026. Was that constructed according to the original plan and specification? Yes, subject only to the alteration as to width.
8027. Number 4? Donaldson Bridge.
8028. Was that so constructed? Yes, to the best of my belief.
8029. Number 5? Evans Bridge.
8030. Was that constructed in the same way? Yes.
8031. Number 6? That was not constructed at all.
8032. What is the value of that bridge? 750; but I should be sorry to bind myself—say £700.
8033. Have you the calculation on which you value that bridge, or is it a mere guess? The calculation is based on the total amount of the whole work, the whole of the bridges, and then deducting the wood-work of that bridge—
8034. I do not want any deductions at all, if you will tell me the value of that bridge, to have it constructed in accordance with the original plan and specification, without any deductions. What is the value of it—what do you think that bridge could be erected for as per plan and specification? About £700.
- 8035.

8035. No. 7—has that bridge been constructed? No.
8036. What is the value of that bridge—what would it have cost the contractor to construct it? £400.
8037. Has No. 8 bridge been constructed? No. 8 bridge is the equivalent to No. 1 bridge in the other plan.
8038. Has it been constructed? The line joined there, and a bridge has been constructed of the same dimensions as that.
8039. But has it been constructed? Yes, you see it will tally with No. 1 here.
8040. Has No. 8 been constructed? An equivalent to No. 8, No. 1, has been constructed.
8041. What has become of No. 1 in the original specification? We have come now to the diversion.
8042. I only ask whether these bridges have been constructed—I am not talking of the deviation at all—I ask only whether this No. 1 has been constructed? That plan is missing. I dare say it can be found. There is no secret about the plan. It has been erected. I said Adam Bridge had been erected.
8043. You can say these other bridges have been constructed in room of them, if you like, afterwards. I only want to know now whether No. 8 has been constructed according to the original specification? A bridge has been constructed like it.
8044. Have you the plans of No. 9 bridge? That is No. 2 bridge on this plan.
8045. Has No. 9 been constructed? Yes.
8046. In accordance with the original plans and specifications? It has been constructed. We had no original plans and specifications that I am aware of.
8047. No plans and specifications for these bridges? There is one plan and specification for the whole of these bridges.
8048. How then do we find them different on these plans? The plans and specifications are the same to the best of my knowledge.
8049. I will draw your attention to the copy of the specification here—No. 9 bridge is “one queen-truss, 50 feet span, with three 21 feet spans, girders and corbels”—has that bridge been constructed? No.
8050. What would be the value of that bridge, No. 9, as per plan and specification? £369 11s. for the timber.
8051. The whole of it? I can give you the iron-work, tarring, and painting.
8052. And the labour? No; I do not give anything for the labour. This is the schedule of prices the contractor agrees to do it at. He includes his labour in the price per foot—say 5s. a foot.
8053. I merely want to know the cost or value of it? I state £500 then.
8054. *By the Chairman*: You can state about? The only estimate I can have is what is paid to the contractor. I put it down at £500.
8055. *By Mr. Lucas*: That bridge has not been constructed? Yes, it has; it is No. 2 here.
8056. No. 2 where? No. 2 on this plan.
8057. I am speaking of No. 9? Very well then, No. 2 does duty for No. 9.
8058. No. 10 I see is “one undertruss of 50 feet span, with two 21 feet and two 18 feet beams with corbels”—has that been constructed? According to that plan, no; according to this plan.
8059. What would be the value of that bridge, as per specification? About £800; the timber is £623, and the iron-work the other £177.
8060. Will you tell us how many bridges there are altogether on that new line? None.
8061. Then how many bridges are there in the contract—there were originally 10? There are 8.
8062. I see here the following:—“The timber for all the bridges to be of approved red gum or iron-bark, the floors to be of stringy-bark, to be of the full dimensions shewn on drawings, perfectly straight, free from waness, shakes, gum veins, and cores, with perfectly clean sharp arisses, whether sawn or hewn”—has that been carried out? I do not admit that specification; it is not what I have handed in.
8063. This is the original specification? Not the one signed by the contractor.
8064. Is this the specification under which the work was contracted for? It was not the one signed by the contractor.
8065. Will you answer me the question—is this the specification under which the work was contracted for? I do not know anything about that at all.
8066. Is not the contractor expected to sign the same specification under which he takes the contract—under which the works are tendered for—or is there one specification given for people to tender under, and another to do the work under? If circumstances demand it, certainly, as in this case; this was signed subject to altered specifications.
8067. *By Mr. Dalgleish*: You say the bridges are all built by a schedule of prices, provided the contractor, in this schedule of prices, contracts for a bridge with three times the amount of work—? I am not aware that I said anything of the kind. When did I say so?
8068. In answer to a question of Mr. Lucas, you said that the price was 5s. a foot for the workmanship? I beg your pardon; I did not say so.
8069. What is the price—do the bridges vary? Allow me to answer one question at a time. You state I said certain things. I do not say 5s. was the price; but if 5s. was the price, the labour is included in that 5s.
8070. What is the price per foot? Piles, 6s.; hewn timber, 4s.; sawn timber, 5s.
8071. *By Mr. Lucas*: Is that the cube foot, may I ask? That is the cube foot. Iron-work, 9d., tarring, 9d., painting, 1s. per superficial yard.
8072. *By Mr. Dalgleish*: Is the price of skilled labour in shaping and erecting these bridges with queen trusses, corbels, &c., &c., included in that estimate—sawn timber and hewn timber the same? Yes, invariably.

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8073. What would be the difference in labour, the actual difference, between the construction of a bridge such as No. 6, and the construction of such a bridge as No. 1 on the original plan? No difference; the timber is exactly the same.
8074. What would be the difference to the contractor—allowing the timber to be the same, the labour cannot be the same in both bridges—the labour must be a very large item? The size of the bridge makes no difference; he takes so much timber at so much per foot, everything included; he does not care whether the bridge is a mile long or a yard long.
8075. But he takes the character of the work into consideration before he tenders? No, you will see by his tender he does not.
8076. He makes a uniform tender for ten bridges? Yes.
8077. In making that tender would he not be guided by the character of each bridge, and then take an average—provided No. 6 bridge were to be built as described, with “three 50 feet spans under-trussed, and one 21 feet span, beam with corbels”—could that be done as cheaply per foot as a simple beam bridge? That is a question for the contractor, not for the Commissioner.
8078. The Commissioner, I presume, has some knowledge on the subject? I only presume that if the contractor says he will do all my bridges for 5s. a foot he will do them.
8079. Could any contractor be obtained to perform work of this kind at a uniform price? I should imagine, from the list of tenders, that that is about the price. We generally pay 5s. a foot without reference to the bridge.
8080. But the whole of the bridges are constructed cheaper than intended by the original contract? You state that; I do not.
8081. I ask the question whether it is so or not—previously you stated that all the bridges are constructed cheaper than by that plan? I beg your pardon, I could not say that, when they are 18 feet wide instead of 12; they must have cost more money.
8082. I am not speaking of whether they cost more money or not, but whether they are cheaper than they would be as per plan? I am not aware of any alteration as to cheapness.
8083. *By Mr. Hoskins*: Did you not say rough timber was used instead of square? I said if ever I had carried those bridges across the creek I would have used rough timber. But the bridges never were constructed. I am not aware that any alteration has been made contrary to these plans, except widening the bridges.
8084. *By Mr. Dalgleish*: Have you not substituted three piles for four in some of the bridges? No; they were originally three, and I left them three. The question was put whether I should put an additional pile, and I did not put an additional pile; so that that was an adherence to the original plan.
8085. How many lineal feet of bridging have been constructed on the entire work? About 508 feet, not including culverts and minor bridges.
8086. That is 298 feet less than the original length? Probably; about one-third.
8087. So that the labour would be less than £100 on the construction of these 298 feet? I do not understand what you mean.
8088. 5s. a foot, you say, for the labour only? I did not say a word about labour; I said 5s. a foot for the wood for the bridge when completed.
8089. A cubic foot? Yes.
8090. Are these bridges taken by the foot run at all? They are taken by the cubic foot.
8091. How many cubic feet—you cannot tell, of course? I can tell exactly the number of cubic feet in any bridge you like.
8092. Can you tell the number of cubic feet less than in the original constructions? What do you mean by the original constructions?
8093. The original plans? I could calculate the work which has been done, and the work which has not been done, and deduct the one from the other. It makes a difference of £1,100. You will come to the same result as I do, you will find. I did not cheat myself in the matter. The whole amount of the bridges, allow me to state, is about £3,300, in round numbers, and I consider these two bridges as equal to one-third.
8094. You have some plans of bridges marked D? I am not aware of any marked D.
8095. Are not these termed the D bridges? Diversion bridges, perhaps.
8096. They were alluded to by Mr. Bayley as D bridges, in some way connected with Mr. Debenham? I do not know anything about that.
8097. How will you name this plan, to know it from the plan which Mr. Lucas has been questioning you on? By the names of the bridges. These are Hannington, Glover, and Fon Chin.
8098. What is the number on this bridge? Fon Chin.
8099. What bridge does it represent according to the original number? It represents No. 8, as I stated before. It is not exactly in the same place, but it is an equivalent bridge to No. 8.
8100. The same length? I presume it is exactly the same length; it is made on the same model.
8101. Is No. 2 bridge the same as in the original contract? I do not understand what you mean by the original contract.
8102. No. 2 bridge to be “a simple beam bridge of one 20 feet span”? That is not the contract the man signed. It is not the official contract. Mine is subject to alterations.
8103. Is not this the contract that was in the Court House—the contract that was handed to Mr. Quodling in order to guide him in his work? I have not the slightest proof of it.
8104. Mr. Bayley acknowledged it as the guide which had been given to him to do the work by? By whom?
8105. The department? No; Mr. Bayley had the other in his own hand and signed it. He signed the other specification.
8106. Mr. Bayley signed the specification —? Which is not that.

8107. Which is in the Office, kept in the Office; but he had a copy sent to him? He never had. W. R. Collett, Esq.

8108. Was a copy placed in the Court House? It was.

8109. An exact copy? No.

8110. What was the use of putting a wrong copy there? I did not put it in. It was done by Mr. Bennett and Captain Martindale. When I entered office I made my own specification.

8111. What bridge is substituted for No. 9? The bridge in your hand—(referring to plan.)

8112. Which bridge? No. 2.

8113. No. 2 is substituted for No. 9? —.

8114. A bridge of four 21 feet spans, and one 25 feet span, is substituted for a bridge of 50 feet span with three 21 feet spans? That is much the same thing.

8115. Is the same amount of timber used in No. 2 as would have been used in No. 9? One-third more.

8116. Are the queen trusses mentioned in No. 9 done away in No. 2? Yes. It was impossible to get 50 feet timbers there.

8117. Are the girders and corbels done away? Entirely. We have substituted braces and sills. They are not shewn there. They were substituted.

8118. So that the bridges are not executed according to this plan? You would not see them on that plan sideways.

8119. You would see the queen trusses? I am talking now of the braces to the sills. The queen truss bridge was not built. It was too expensive, and it was impossible to build it on account of the length of the timbers; timbers could not be got for it—50 feet spans. However, there is the same length of bridge there.

8120. What bridge is substituted for No. 3? I will answer that question directly. With regard to the quantity of timber you must be perfectly aware that if a queen truss is dispensed with it implies one or two more rows of piles or sills; and I conscientiously believe there is an equal amount of timber in the other bridge. At the same time, as an engineer, I would not commit myself to a cubic foot; but with the braces and extra piles and sills, which I believe made a much safer bridge, I think there is the same quantity of timber.

8121. What is substituted for No. 3? No. 3 is substituted for No. 10; you put one before the other.

8122. Does the same explanation hold good with regard to this bridge? Exactly; I believe it is the same length. I am not certain whether it was one span short, but it was equivalent. The earth-work and slabbing made it up. I reduced the length of one of the bridges, either that or the other; I think it was that one; but it was made up.

8123. So that altogether you say there is as much timber used in the constructions you have substituted as there would have been in the old plans? Exactly the same, or if anything rather more. I think the trussing employed for the queen truss, if I may use the term, would not be equivalent to two extra piers. There were only three in one and five in the other. There would have been by the first plan one 50 feet span in the centre, and I have of course inserted there another row of piles.

8124. No, there are five spans in No. 10—you have divided them differently. In No. 10 there are one 50 feet span, two 21 feet spans, and two 18 feet beams with corbels. You have made them uniform 24 feet spans—five times 24—so that you have got the same number of piers? I think then the diagonal beams to the piles, which are extra, are equivalent to the small difference there would be in the queen-truss. The quantity of timber in the queen-truss is very little more.

8125. Was there no provision for diagonal stays in the bridges? No, I do not see any; it was an oversight, but not of mine.

8126. They never have been built without diagonal stays? All of them are over dry creeks, merely ravines, without any water; and in no instance have piles been driven, but in every instance sills have been employed. It takes more timber to build a bridge on sills than on piles.

8127. That is provided for in this specification, that either piles or sills are to be used, at the option of the engineer? Exactly; but sills would amount to a larger sum if the contractor was paid on a schedule of prices; there would be a larger quantity of timber used.

8128. Would the same quantity of iron-work be used on these bridges you have constructed, as according to the old construction? There would be more iron in the recent construction, but not so much in proportion as 12 to 18.

8129. Would the iron-work be of an equally expensive nature? Yes, exactly the same; but the number of piles not being increased by the additional breadth of the bridges, neither is the iron-work increased in proportion to the additional breadth.

8130. You have not got a calculation with you to shew the exact amount saved by the omission of these two bridges? I have a paper here which contains calculations of the cost of all the bridges, and I will hand it in if the Committee do not object to it. (Paper handed to Mr. Dalgleish.) These calculations are sufficient for me.

8131. I see here—No. 6 bridge, 180 cubic feet underground—I suppose they are cubic feet? Yes, all cubic feet, except when we come to superficial feet. They would be cubic feet underground.

8132. Does this include sills? Piles underground cannot include sills.

8133. I thought you said sills had been substituted? I did say so, but I did not say piles underground include sills.

8134. Sawn timber, 1,421½ cubic feet? No; I should doubt those being cubic feet.

8135.

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8135. You stated that they were all cubic feet unless stated to be superficial? It is stated in the tender to be superficial.
8136. You say these calculations are sufficient—how are they sufficient unless we can identify them? I said they were sufficient for me.
8137. We want you to give information to the Committee? I am giving you information that I got from my predecessor. This is not mine, but Mr. Bennett's. It is my guide in estimating the value of these bridges.
8138. Have you calculated the value of this bridge yourself? I calculated the value of it to be £750.
8139. Where are your calculations. This paper which you have stated you were willing to hand in is not a paper which would explain to the Committee, the number of cubic feet and the number of superficial feet contained in No. 6 bridge? That would be easily calculated when you know the length and the breadth of the bridge.
8140. As it is, these figures would not explain the cubic contents of the bridge, as stated by you in the first instance? (*The witness examined the paper referred to.*) I presume they are cubic.
8141. All cubic? Yes.
8142. Then there were 1,421½ cubic feet of sawn timber? It seems a very large quantity.
8143. Do you admit them to be cubic feet? The total of the whole of the bridges was only 3,215. I am inclined to think that is an error. They are not my figures.
8144. In stating that you wished to band this in, you said they were quite sufficient for yourself? They are quite sufficient for me to make a valuation to see whether that bridge would be equivalent to another.
8145. Can you explain it to the Committee? I cannot make you understand it. It is not my paper, I beg to remark.
8146. You said you understood them—that you had adopted them? I never said a word about adopting them.
8147. You have stated your willingness to give this in to explain the matter to the Committee? You asked me if I had any calculation of what the values of these bridges were, and I handed in that paper for the purpose. I could make a calculation.
8148. If you can make a calculation, perhaps you can inform us on what ground you base your calculation—is this 1,421½ of sawn timber cubic or superficial? That is cubic measurement.
8149. Slabbing there is none? And I beg to state that the reason why that is cubic measurement is because there is no slabbing.
8150. Iron-work 2,800—what is this? Pounds.
8151. At how much per pound? 9d., I expect.
8152. Tarring, 1,689—is that superficial feet or is it pounds of tar? Superficial yards.
8153. There is nothing on this paper to indicate that it is yards? I have a paper that does though.
8154. But there is nothing on this paper to indicate it, and there is nothing on this paper to indicate that the 2,800 for iron-work is pounds? What would it be—would it be tons—what can it be but pounds?
8155. It might be hundred-weights, or tons, or ounces? Hundred-weights or tons of tar in a bridge!
8156. I have asked a simple question—is there anything in this to indicate what that 2,800 is? Yes, common sense.
8157. When the figures under the head of sawn timber were submitted to you—1,421½—you stated at first that they could not be cubic yards—why did not common sense indicate to you whether they were cubic or superficial feet? Because I am not in the habit of giving an answer I might have to revoke. Directly I saw that there was no slabbing I knew it was cubic feet.
8158. What was the price per cubic foot for the sawn timber? 5s.
8159. What is the price per cubic foot for hewn timber? I have stated all this repeatedly.
8160. Be kind enough to state it again? 4s.
8161. What is the price per cubic foot for piles under ground? Are you asking me Mr. Bennett's price or Mr. Martindale's price?
8162. The price according to the paper you have given to me is not sufficiently explanatory of the price of the bridge? You want to know the price of that?
8163. Yes? 6s.
8164. Are there any piles above ground in this bridge? The bridge does not exist.
8165. Were any piles to have been above ground? If piles were used they must have been above ground.
8166. 180 cubic feet are designated here as under ground, but there is nothing to show how much is above ground—How much pile-work in that bridge would be above ground? Do you expect me to answer that question?
8167. I presume there must have been pile-work above ground? I presume there is.
8168. Is the hewn timber a portion of the piles above ground? Of course it is; no question about that. They very often drive them round, and then hew them square what is above ground; at least that is the railway practice I believe.
8169. They drive them round and then hew them square? Yes.
8170. Do you state that is the railway practice? What little I have lately seen near Singleton has been done in that manner.
8171. To drive them round and then hew them square in their place? Yes; which I think very unnecessary.
8172. Is there any timber used in this bridge which should be calculated as superficial measurement? No. 6 bridge?
- 8173.

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8173. No. 6 bridge? None; not according to that paper.
8174. Would the planking in the bridge be superficial or cubic? Evidently cubic by that.
8175. I am not asking by this? It would be cubic.
8176. So that this would be the whole expense of the timber used in this bridge? Yes.
8177. And the whole expense of the iron-work? Yes.
8178. And the 151½ is square yards of painting? Yes, which is the painting of the railings.
8179. The hewn timber is 4s.? Yes.
8180. So that the hewn timber is cheaper by 2s. a cubic foot than the rough piles? I beg to refer you to Mr. Martindale's tender; I am not answerable for his prices; his tender is before you in evidence.
8181. The timber as cut from the bush and stripped of the bark is 2s. a foot dearer than the same timber squared? The one includes the driving of the piles, which is a rather serious item. What is underground is paid for as underground, and therefore that includes the pile-driving in the extra price.
8182. And the same timber is — ? 5s.
8183. The tarring—how much a yard? 9d.
8184. And the painting? 1s. I have stated generally that the big cutting, the earth-work, was substituted for the two bridges, and that I valued the diversion, the new line, as equivalent to the old line. But the whole of the new line has been metalled, which will also be a considerable amount; and there has been the fencing, which probably would not have been on the old line, and it is on the new line. But even if it were not the case that it is equivalent in value, I have still, by the statement I have handed in, a sum of £560 in excess of the work that would have been done on the old line. In case the big cutting was not equivalent to the two bridges, I have work done in other parts of the contract, amounting in value to an excess of £560. Therefore if the bridges were carried out by Mr. Bennett's calculation, to exceed the value of the earth-work in my estimate, I have still an excess of work on that cutting and elsewhere, more than equivalent to the value of the bridges. With reference to the analysis I have handed in, I have, to the best of my belief, put down everything at a minimum, in order not to shew that I had more work done than I was able to prove was done, by the evidence of any professional man visiting the spot. For instance, I put down pitching at 2,800 yards, and Mr. Coghlan reports that there are 3,070 yards.
8185. *By Mr. Hoskins*: Has Mr. Coghlan measured the works? Yes.
8186. The cutting and all? No. This is a report which I have wished to hand in on four different occasions, but which the Committee have not yet received. Mr. Coghlan states that a sum of £2,814 is a low estimate for the bridges.
8187. For what bridges? For the whole of the bridges that have been built. Mr. Coghlan states that the quantity of blue metal is 1,318 yards, which he has measured up; and in this analysis I have only taken credit for 1,000 yards of blue metal; and the blinding and inferior metal, which he has mixed up together, I took credit for only 1,000 yards, and Mr. Coghlan reports there are 4,360 yards; but that is qualified by their being lineal yards. All the measurements, whether by Mr. Quodling, Mr. Donaldson, Mr. Hannington, or any other person, are very much in excess of what I have estimated; yet notwithstanding the reduction in every item, there is still a sum, amounting in the aggregate, to £7,560 due to the contractor, according to the schedule of prices. I wish if possible to hand in these reports.
8188. We will bring them out in evidence? I want to hand them in as evidence.
8189. You are complaining of the length of the examination, and yet you wish to extend it by handing these reports? This is the only chance I have of stating my case; these papers are an important part of my case; and so far from extending the length of the examination, I think if they were taken in and read they would have the effect of shortening it.
8190. *By the Chairman*: What are these documents? Documents stating the state of the works. The first is a letter from the contractor, dated the 1st November. (*Document handed to the Chairman.*)
8191. This is a document which I think ought to be taken in, but it is one on which questions will have to be asked, and therefore I think it will be better to defer it for the present? I am ready to answer questions on all of them. I have several others.
8192. *By Mr. Hoskins*: Do you consider that a yard of pitching, this kind of pitching you have described, is equal in value to a yard of metal? A yard lineal of the pitching I do. It contains 33½ cubic feet to one yard of broken metal of 27 cubic feet. It is blue metal pitching, not sandstone—all basalt—there is not a bit of anything but basalt used in that.
8193. Then, although there is a deficiency in the quantity of metal, you consider the substitution of pitching equivalent? Yes.
8194. You have no confidence in Mr. Quodling's measurements of masonry? I only asked him once to measure masonry, in my presence, and he did it wrong. He was to re-measure Mr. Bayley's work, and he himself did it wrong. I have no doubt he could do it if he was not so careless.
8195. You asked Mr. Donaldson and Mr. Quodling to measure it, and they made an erroneous statement? Yes, both of them.
8296. Do you think it was intentional, or were they unable to do it? I can only give my opinion, but I have not the slightest doubt it was intentional.
8197. Was this subsequent to Mr. Quodling's resignation? No, in the middle of September.
8198. Did you point out to them that they had made an erroneous measurement? I did, and told them it was about time they knew better.
8199. Do you not think you treated Mr. Quodling very leniently, seeing that he had shewn
his

W. B. Collett, Esq., his inability to measure stone-work, though he was receiving a high salary, in not reporting his incompetency to the Minister? I may be guilty of what a witness has accused me of, of not being sufficiently strict.

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8200. Do you consider it consistent with your duty to allow persons in the receipt of large salaries from the Government, to continue in their positions without reporting them, after they have shewn their incompetency? I have stated that I always had a great objection to interfere with Mr. Bennett's and Captain Martindale's appointments, there not having been an exact unison of feeling between those gentlemen and myself in carrying out works. That influenced me materially in Mr. Quodling's case; more especially as he was a young man, whose prospects I should have been very sorry to have destroyed.

8201. You said you believed Mr. Donaldson sent down stones to this Committee? I said he had sent them down, on the authority of a letter I received, stating that the Postmaster had received them, and was willing to give evidence of it if necessary. I have no doubt it is true.

8202. Supposing it is not true—that the stones were not received by this Committee at all? I did not mean that they were sent direct to this Committee. They were received by Mr. Quodling, at the Office of Works, not here.

8203. Do you feel assured that there are six inches of broken metal on the sides of the road, and nine inches on the crown? I am sure there is nothing of the kind.

8204. Will you explain what thickness the metal has been laid down? Usually four and a half inches in the centre and three at the sides.

8205. You feel assured there is not that thickness? There could not be.

8206. Do you not know that it is provided by the original specification that there should be? It was to be laid on as directed, I think. Does it not state the quantity, 3520 yards?

8207. The original specification provided that there should be nine inches on the crown of the road and six at the sides—is that complied with? Yes, with respect to the pitching, which is an equivalent. The hand-packing is equivalent to the breaking; and all the other metal since put on is supplementary. The pitching exactly equalizes the amount within twenty yards.

8208. The metal placed on the road since is supplementary? Yes; the contract as it stood, after the substitution of the pitching, would have had no metal at all, and therefore I had to get 1,000 yards extra. The hand-laying of the stones of the same material was equivalent to breaking the stones.

8209. In allotting contracts, or extensions of contracts, for a lump sum, do you make your estimate on calculations based on a schedule of prices? We have both a schedule of prices, and a lump sum. We rather put the contractor to a disadvantage, because we take which we choose, but we can always fall back on a schedule of prices for an extension.

8210. Of course you make your calculation of the probable cost of the extension from the schedule of prices? Of course, that is our only guide; but our previous calculation is made from our own estimate of prices. Of course if I have a thousand pounds to spend I make some calculation; and I may say that in my time the contracts have all been let for very much less than the estimate, in almost every instance.

8211. In reply to a question from Mr. Forster, you said you were not aware of any contract in New South Wales being performed according to specification, or in which the estimates were not exceeded? I think it is a system which exists all over the world. I know something about railways, and I never knew them to be carried out according to the original specification. Of course a small work may be estimated for and carried out pretty accurately according to specification, but over miles of mountain road it is impossible for any engineer to put down everything and adhere to it throughout. For instance, until borings are taken he cannot tell whether piles can be driven or whether sills will have to be used, or until he has tried the rock he cannot tell the slope on which it will stand. So that I do not believe any contract in the world, of any magnitude, was ever taken in hand and carried out strictly according to the original specification, and within the estimate. That is the result of my experience, which has extended over thirty years.

8212. Will you state the average width of the road in the Doughboy Diversion? The average width, according to the specification, for the first 50 chains, is 30 feet, and for the remaining 149 chains it is 24 feet, with the exception of the big cutting, which is 20 feet in the solid cutting, and 20 feet on the embankment; so that the result is that there are 50 chains of 30 feet wide, 7 chains of 40 feet wide, and 142 chains of 24 feet wide.

8213. What is the width of the roadway for vehicles, without interfering with the water-tables? The width of the roadway between the water-tables is 30 feet. When the road is open for traffic they have the whole 30 feet, but there is only 18 feet of that pitched.

8214. You are sure there are 18 feet pitched? I have measured it and I never found it anywhere less—and 15 feet metalled. I always left a foot and a half on each side to shew the pitching. The metal is 15 feet over the 18 feet of pitching.

8215. Would you not consider it your duty, in the event of the Superintendent in charge of the work reporting to you that there were deviations from the contract, to examine the work and ascertain whether the contractor was or was not performing his contract properly—would you not consider it your duty to take notice of it? As a general rule I should take notice of it. In this case Mr. Quodling has reported that he was carrying out the deviations according to my directions. His reports would shew that he was aware of it. He states, "Mr. Martindale is carrying out the deviation according to your direction," or words to that effect.

8216. When Mr. Quodling with you visited the place and pointed out to you that Mr. Martindale was not carrying out the contract properly; did you remonstrate with the contractor, or did you take no notice of the representations of Mr. Quodling? He never pointed out

- out anything to me; I do not think we spoke; he never pointed out anything either to the contractor or to me; that is purely imaginary on his part.
8217. Do you know whether the names of Government officers were attached to the testimonial which has been spoken of? I only looked at it the other day, and I saw Mr. Bayley's name, which he seems to think is not there.
8218. Are there others too—Greer? He is not a Government officer.
8219. Mr. Williams I mean? I have no doubt Mr. Williams' name is there.
8220. There are a few questions which Mr. Quodling wished me to ask. One is, do you consider that the pitching of the road costs the contractor as much per cubic yard as supplying and spreading 2½ inch gauge of broken metal, spread on the road in two coats, the first coat to be consolidated before the second coat is put on? I do, in the proportion of 33½ feet of solid pitching to 27 cubic feet of broken metal—the same material broken.
8221. Do you consider consolidation, previous to spreading, of no consequence? I consider it the greatest nonsense in the world. My best roads have been made where the ground has been perfectly soft and pappy—roads which have stood now for years.
8222. Have you sanctioned a similar proceeding with reference to the pitching and consolidation in any other contract, and if so, the name of the contractor and the locality? Mr. White, at Bargo, pitched a mile; Mr. Holcombe, at Patrick's Plains; Mr. Mathew Miller, at Scone; under Mr. James Campbell's direction, between Maitland and Black Creek; and under Mr. Dennis and Mr. Johnson, on the Blue Mountains.
8223. What did you mean when you directed Mr. Shairp to write that the financial part of the contract did not concern Mr. Quodling? I meant that Mr. Quodling had nothing to do with the state of the funds in hand; he had simply to send in an account of the work done periodically. That was a question for our exchequer. He never received the money; Mr. Quodling never had it; it was paid to the contractor.
8224. There is a question arising out of that. Is it not the duty of the Superintendent to see that he does not certify for a larger proportion of work having been performed by the contractor than would warrant the Office in paying him more than he had earned, reserving 20 per cent.? As a general rule the Superintendents have acted upon that, but in this case the Superintendent for three months refused to do anything; from the 16th August to the 16th October he refused to send in anything. I visited the works in September, found the work done, and paid the money; but as a general rule I would not do that.
8225. Is it the practice when works are handed over from one Superintendent to another, to furnish a statement shewing the amount advanced on account of the work—shewing the state of the funds in connection with the work? The I form, furnished every fortnight, contains at the top of it an account stating the money at disposal for the particular work, so much spent on account, and so much done. If you refer to those forms relating to the Doughboy Diversion, you will see at the top the amount of the contract, £7,000; and the last certificate of Mr. Bayley made a total of £4,379.
8226. Do you not require the columns of the I forms to be filled in, shewing the amount already advanced, in all cases where the Superintendent recommends a sum for payment? No; it is more regular to do it; but I am not much in favour of the I form myself; it gives a great deal of trouble, and we have a check in the Office. I do not believe in these forms myself. It was a very recent institution of Mr. Bennett's which gives the Superintendent a great deal of trouble, and to be conscientious I do not think the check a sufficient one.
8227. What arrangement did you make with Mr. Martindale about the extension of the Doughboy contract to the creek opposite Evans' Inn? The arrangement was made by Mr. Quodling by my directions, on the same terms as the contract; the pitching to be at 6s. 6d., the earth-work at 1s. 5d., and the culverts at schedule price; the total amount being £140.
8228. Was this an extension of the contract? It was not included in the £7,000; it was not taken into consideration at the time; it is not completed.
8229. This is one of Mr. Quodling's questions—do you know that the contractor has metalled a portion of that road with metal belonging to the contract. I do not know what he means by it? The question insinuates that the contractor has taken metal paid for on one contract to put upon the other. But there was no metal that was not spread; and he can hardly have removed the metal already spread, Mr. Coghlan having recently remeasured the metal, and made it more than I thought it was.
8230. He wishes to know whether the bridges were carried out strictly according to the drawings furnished? Mr. Bayley was bridge engineer, and he has stated that the bridges were carried out in the most satisfactory manner, and I corroborate his statement in my report.
8231. *By the Chairman:* We may as well take those papers now that you wish to hand in? I beg to hand in first a letter from the contractor, dated 1st November, 1861. (*Handed in and read. Vide Appendix C.*)
8232. This is a letter from Mr. Martindale? An official letter.
8233. What course did you take in regard to it? It was before the appointment of this Committee; but still at a time when there was sufficient intimation that it would be appointed, and I am not aware that I did anything in the matter.
8234. This letter was written because this Committee was expected—is that what you mean? No, I will not say that. You asked why I did not take action on it, I understood.
8235. No, I asked what action you took? Well, I state that in consequence of expecting the whole thing to be publicly inquired into, I did not take any action. Mr. Quodling had sent in his resignation on the 24th October, and I had nobody to communicate with.
8236. This was written after Mr. Quodling's resignation? Yes, but before it was accepted.
8237. You will pardon my asking the question. It was not written in consequence of any suggestion of yours, was it? I will not deny it was in consequence of a suggestion of mine,

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- W. R. Collett, because I saw the contractor, and I asked him this question—Will you put it down in writing, or make an affidavit? I said I did not want any statement that I could not verify on oath. You may call that a suggestion. I said there will be certain things spoken of, and Esq.
 8 Jan., 1862. I know you are going to Melbourne, and I wished to have something that could be verified.
8238. What authority has the contractor over Mr. Quodling to ask him to send in returns? The letters I previously handed in, which were approved of by the Commissioner, arranging for returns every fortnight.
8239. He says he repeatedly asked Mr. Quodling to send in returns—did he repeatedly give you information of his having asked him? Yes.
8240. By letter? By letter.
8241. Then he made complaint, in fact, to you? He made complaint to me.
8242. Then this letter is simply a repetition of complaints made previously? It may be that. He made complaints very frequently before that, that Mr. Quodling refused to send in certificates. At last he got a letter from Mr. Quodling promising that he would send them in, but he did not keep his word.
8243. How is Mr. Martindale to know whether Mr. Quodling sends in returns or not—he does not get the returns? The return is brought to Mr. Martindale to sign by Mr. Quodling. Mr. Martindale must sign it.
8244. Sign all the returns? Sign the returns when the money is to be paid.
8245. If Mr. Quodling makes a complaint against Mr. Martindale, does he go to Mr. Martindale to sign it? I mean money returns.
8246. We cannot expect you to explain Mr. Martindale's letter? I do not wish to explain the letter at all. As part of the evidence I hand in that letter from Mr. Martindale.
8247. You say these are money returns—how do you know? I know they are money returns, from another letter of a previous date.
8248. Are all the returns from the Superintendent necessarily signed by the contractor? When the money is paid, of course the receipt is and must be signed.
8249. Supposing a return or report is made —? A return is not a report.
8250. I said, or a report. They are both different, of course. By a return you simply mean a money voucher? A money voucher.
8251. Then it is a pity, if he means vouchers, that Mr. Martindale did not say so, because the word return is very ambiguous. Do you state positively that all returns, of whatever sort, must be signed by the contractor, as well as by the Superintendent? All before they are submitted to the Auditor General.
8252. All returns of any kind? All money returns.
8253. Mr. Martindale says here that Mr. Quodling never remonstrated against the manner in which he carried on the work—how does he know that? He means personally. Mr. Quodling would not write letters to the contractor.
8254. I presume, if he remonstrates, he would not shew it to the contractor—he is not bound to do it? The meaning of that is that Mr. Quodling, when on the work, never told the contractor he was doing his work wrong.
8255. How is it you seem to know the meaning of this letter so well? Because I am perfectly aware of the routine of duty in the department. This is a previous letter, dated 1st October, from Mr. Martindale, which bears upon that letter. Perhaps you will have it read. (*Handed in and read. Vide Appendix D.*)
8256. What is your object in handing in this letter? As a proof of the other.
8257. What does it prove? It proves that he did not make any return.
8258. Does Mr. Martindale's statement prove that no returns were made—it is merely a statement that Mr. Quodling told him something? It is a statement that no return was made. I beg to hand in a letter from the foreman of the contractor, Mr. Muir. (*Handed in and read. Vide Appendix E.*) I beg to say that I saw that man, and he is willing to substantiate that on oath. He has been on the works since the commencement, and never left them for one day. *The next is a short letter from the overseer who was in charge of the works, Mr. Hannington. (*Handed in and read. Vide Appendix F.*)
8259. This is dated long after this investigation began? It was on his way down, Mr. Quodling having left Mr. Hannington in ostensible charge.
8260. Was he aware that this investigation was going on? He must have been aware of it from public rumour. He had an official letter to this effect—"Mr. Hannington and Mr. Hawkins will send in reports every week until a successor to Mr. Quodling is appointed."
8261. Was this written at your request? Not in the slightest degree. It was in pursuance of the official order I have just mentioned.
8262. *By Mr. Dalgleish:* When did he get the official order? I think about the 13th November. On Mr. Quodling resigning, an official letter was written to them directing them to furnish reports until the appointment of a successor to Mr. Quodling. I beg to hand in my own report on this contract to the Minister for Works.
8263. *By the Chairman:* After personal inspection? Yes. (*Handed in and read. Vide Appendix G.*)

APPENDIX.

W. R. Collett,
Esq.

3 Jan., 1862.

A.

Colly Creek,
Murrurundi, 17 October.

My dear Sir,

On returning from Murrurundi to-night I was informed by a party, who had the curiosity to go and see if it was true, that several of the iron straps and bolts had been removed from the third bridge down Doughboy Hollow Creek, the holes where the bolts were, plugged up with wood, and a paint or tar brush run over the parts. I could not get any more information, and it was too late to go and see myself. I can depend, however, upon the truthfulness of the statement, so that you may take what steps you consider necessary in the matter.

The Hon. W. M. Arnold.

I remain, &c.,
ANDREW LODER.

Acknowledge, and refer to Commissioner for Roads.—W. M. A. 23/10/61.

Acknowledged, 26/10/61.

In consequence of Mr. Quodling's resignation, ask Mr. G. P. Williams, road overseer at Murrurundi, to report.—W. R. C. 30/10/61.

Mr. Williams, 31/10/61.

Report herewith.—W. R. C. 12/11/61.

Murrurundi, 4 November, 1861.

Sir,

I beg to state that I have, in accordance with the instructions conveyed in your communication of the 31st ultimo, made a careful survey of the 3rd bridge down the Doughboy Hollow Creek. No wilful damage is apparent, but 5 iron straps and 6 bolts most certainly have been removed, and the holes plugged up as stated. * Should be the 4th bridge.

This circumstance, however, I account for in the following manner:—

"On examining plan of the bridge in question, I find only 8 iron straps and 16 bolts shewn thereon; Mr. Martindale, the contractor, however, thought proper to furnish 24 of the former and 24 of the latter. Subsequently, finding himself in want of iron, he removed or gave his agent orders to remove the surplus quantity; so that any deficiency occurring in the iron-work of the other bridge might be supplied." † This only refers to the iron-work of piles.

S. G. Shairp, Esq.,
Sydney.I am, &c.,
H. P. G. WILLIAMS.

Satisfactorily explained.—W. R. C. 12/11/61.

Submitted.—J. R. 14/11/61.

The explanation does not appear to me to be satisfactory, and I should like to see Mr. Collett on the subject. Inform Mr. Loder that the stipulated quantity of iron-work is still found in the bridge.—W. M. A. 15/11/61.

Commissioner for Roads.—B. C. 15/11. J. R.

A. Loder, Esq., J.P. 16/11/61.

On making further inquiry it would appear that Mr. Bayley ordered the contractor's workmen (in his absence) to put in the extra iron-work. On Mr. Martindale's return, Messrs. Bayley and Quodling both refused to make any allowance for the extra iron-work. Mr. Martindale then directed its removal, but is now ready to replace the same, should the Commissioner, when finally inspecting the work, consider the same desirable, and as these straps and bolts for the short land piles are not in the original specification, their replacing may be superfluous.—W. R. C. 16/11/61.

Submitted.—J. R. 16/11/61.

Seen.—W. M. A. 25/11/61.

B.

ANALYSIS of the Work to be done for the original Contract for £6,379, and the present agreement for £7,000.

	£6,379.	£7,000.
	£ s. d.	£ s. d.
Clearing	200 0 0	160 0 0
Fencing	128 0 0	64 0 0
Masonry	327 0 0	445 0 0
Culverts	176 0 0	176 0 0
Metal—3,520 yards, at 6s. 6d.	1,144 0 0	.....
Do. 1,000 " at 6s. 6d. ....	.....	325 0 0
Pitching, 2,800 ditto, at 6s. 6d. ....	.....	915 0 0
Metal, &c., 1,000 ditto, at 3s. 6d. ....	.....	175 0 0
Rock cutting, 2,749 ditto, at 3s.	411 9 0	.....
Do., 3,289 ditto, at 3s. ....	.....	493 0 0
Earth-work, 10,702 ditto, at 1s. 5d.	753 1 2	.....
Do., 12,000 ditto, at 1s. 5d. ....	.....	850 0 0
Bridges, 10—12 feet	3,234 19 1	.....
Do., 8 .....	.....	2,236 0 0
Bridges widened, 8 .....	.....	621 0 0
Big cutting, 12,000 yards at 1s. 10d., (one-half rock)....	.....	1,100 0 0
	£6,379 9 3	£7,560 0 0

N.B.—The earth-work actually measured is—

	Yards.
1. Donaldson and Quodling	31,811
2. Hannington	29,897
3. Commissioner	24,000

C.

W. B. Collett,
Esq.

8 Jan., 1862.

C.

Sydney, 1 November, 1861.

Sir,

In answer to your inquiry, I beg to inform you that I have repeatedly asked Mr. Quodling to send in returns, according to the 9th clause in General Conditions. He has never sent in, to my knowledge, a single return for the last three months; and I am ready to make an affidavit that he very seldom visited the works, and never remonstrated against the manner in which they were carried on, except in the case of one culvert, which Mr. Bayley certified for, and which you, at your last visit of inspection, made me alter. I can also state that Mr. Quodling has never sent in any return for any other works executed by me, although the whole are nearly finished, and you have a large balance in hand.

I have, &c.,

JOSEPH MARTINDALE.

The Commissioner of Roads,
Sydney.

W. R. C.—1/11/61.

D.

Grafton, 1 October, 1861.

Sir,

Mr. Quodling told me he would make a return for £500 on Doughboy about the 6th of this month; if he does not by the 10th, will you be so kind as to lodge the other £300? The works are going on fast.

I have, &c.,

JOSEPH MARTINDALE.

W. B. Collett, Esq.,
Commissioner for Roads,
Sydney.

Mr. M. can have £300 on account.—W. R. C. 7/10/61.

E.

Doughboy Hollow,
18 November, 1861.

Sir,

In answer to your letter of this date, I have the honor to inform you that the statement below you will find correct:—

1. Mr. Quodling told me the pitching would do first-rate when he first saw it, but I have done it much better since.
2. Mr. Quodling has never set out any works in the Doughboy Hollow contract, except the approaches to No. 5 bridge north.
3. Mr. Quodling came on the works about once a month.
4. Mr. Quodling has never spent more than ten hours on the works for the last three months; then he never looked at it. I have known him a week in the Page, and never came near the work, although I have asked him to come and look at it.
5. I have never seen Mr. Quodling measure the work, and I have never been an hour off them when it was fine, besides he could not do so without my knowledge.
6. Mr. Quodling never found fault with the pitching until last month; then he did not get off his horse to look at it; he was twenty yards from it.
7. I will not be more than two weeks with twenty men, if the weather keeps fine, in finishing.
8. I can say with safety that there is more than half cubic yard to the yard forward of metal on the pitching, and that we shall have plenty left for the maintenance of the road.

I can also say that the work would have been finished long before this if Mr. Donaldson had looked after it properly, but he always tried to keep them back.

Private.—I hear Mr. Donaldson and Mr. Quodling are going to contract on the Northern Road next year; there must be something in it, as Mr. Donaldson said to the men, "Martindale be damned; he has got too much money from Government already." I told him he ought to be ashamed of himself, as he was getting £5 per week, and trying to stop the works instead of pushing them on; really he has done nothing but talk about you, a nice contractor's man. I hear he sent some stone down to Sydney to Mr. Quodling to-day, yet he was the man that passed it.

I have, &c.,

WILLIAM MUIR,
Foreman.

Mr. Martindale.

F.

Sydney, 4 December, 1861.

Sir,

I have the honor of forwarding a report of the Doughboy Diversion contract works.

I visited there on the 30th ultimo, and found considerable progress had been made during the past fortnight.

Mr. Martindale is of opinion that he shall be able to complete the line in about eight or ten days. The following is a statement of the works to complete:—

- Adam Bridge—Middle rail and gravel beam; painting and tarring.
- Brown Bridge—Hand and middle rails; gravel beams; painting and tarring.
- Clements Bridge—Floor to be tarred and wing to abutment.
- Donaldson Bridge—Floor to be tarred.
- Evans Bridge—Floor to be tarred; approaches to finish.
- Fon Chin Bridge—Floor to be tarred.
- Glover's Bridge—Floor to be tarred.
- Hannington Bridge—Floor to be tarred; pitching about 3 to 4 chains; metal about 40 chains.
- Embankments to trim; fencing; ditching box culvert north of Hannington Bridge; clearing.

I have, &c.,

OLIVER L. HANNINGTON.

The Commissioner for Roads,
Sydney.

G.

G.

REPORT on the Doughboy Diversion Contract.

W. R. Collett,
Esq.

8 Jan., 1862.

I THOROUGHLY inspected this contract on Thursday, December 19, 1861. My previous inspections were made on April 11, April 18, June 26, and September 12, 1861. I found the whole of the works carried out in a very satisfactory manner, and in strict accordance with my directions.

1. *Clearing.*—The roadway, which is 30 feet broad for the first 50 chains, is fully 24 feet broad for the remaining 149 chains, except for a few yards near the big cutting, which is compensated by the big cutting itself, where the road is more than 35 feet broad. The whole has been cleared most efficiently, but 20 per cent. will be deducted from the lump sum of £200, on account of some stumps being left in the side cuttings and embankments, in order to prevent the same from sliding or giving away.

2. The cuttings and water-tables are properly trimmed and cleared out, where the embankments, on account of surplus excavation, exceed the required breadth of the roadway; the trimming of the same would be more prejudicial than otherwise.

3. The road is well consolidated throughout, and the laying down of the pitching in soft ground has exceeded my expectations, as the whole has settled down simultaneously, and by the recent addition of metal and blinding, the whole road has now a proper convexity with a sound foundation. Every new work will require attention when the heavy traffic comes upon it, and I have directed the Superintendent to watch this contract closely, particularly on the black soil and over the big cutting.

4. *Fencing.*—The original specification for this is faulty, and I have only permitted 192 rods to be erected, for which the contractor will receive the schedule price and nothing more. I would recommend a rough rubble parapet wall to be built in the most dangerous places. 192, £64.

5. *Metal.*—The original contract was 3,520 yards of broken blue metal. For this there was substituted 3,520 cubic yards of blue metal pitching, and 1,200 cubic yards of broken blue metal, and 1,300 yards of inferior metal and blinding. No shale has been used, from the simple fact that the geological nature of the Dividing Range of Australia, which is of volcanic upheaval, will not admit of a tertiary or secondary deposit on its culminating points. The second class metal, which I have directed to be used where the substratum is rock, clearly shews the action of fire, and is excellent material for the price paid, namely 3s. 6d. per cubic yard, and is superior to the white metal in use on the roads in the vicinity of Sydney, for which twice the amount is paid.

6. *Bridges.*—All the bridges have been completed in a most satisfactory manner, with the full quantity of iron-work. Some additional tarring has been ordered by me.

7. *Slabbing.*—This also has been carried out to my satisfaction. The increased width of the bridges, from 12 to 18 feet, has somewhat lessened the necessity of protecting the abutments and approaches, and guard rails, which I have ordered for all the bridges, are a better substitute.

8. The diversion of the creek is not in the original design, but a fresh channel will be cut, at an expense not exceeding £20, in order to protect the big cutting.

9. In a letter signed by the late Superintendent, and in another written under his dictation by his overseer, and respectively dated October 24, 1861, they both state that £2,000 would be required to complete the contract. The men employed by the contractor for the last 8 weeks have never averaged above 20, whose wages in the aggregate have not amounted to £450; and at the present moment it will not require more than £50 expenditure, in order to enable me to certify for the whole work.

The mail has been travelling over the entire line for the last fortnight with perfect safety.

WILLIAM R. COLLETT.

To be laid before the Honorable the Minister for Works.—W. R. C. 24/12/61.
True copy—S. G. SHARP. 30/12/61.

THURSDAY, 9 JANUARY, 1862.

Present:—

Mr. MARKHAM,		Mr. GARRETT,
Mr. LUCAS,	|	Mr. DANGAR,
Mr. DALGLEISH.		

WILLIAM FORSTER, ESQ., IN THE CHAIR.

John Rae, Esq., called in and examined:—

8264. *By the Chairman:* What position do you hold in the service of the Government? My present appointment is Under Secretary for Works and Commissioner of Railways.

8265. You have been in the Railway Office some time, have you not? Yes.

8266. Do you recollect any time when there was some fault found with Mr. Collett for allowing money to be spent in some way that was not considered regular? Yes, in the year 1857, some correspondence passed at that time between the then Commissioner and the Secretary for Lands and Works.

8267. Who was Secretary for Lands at that time? Mr. Robertson; he was Secretary for Lands and Works. It was before the Department was divided.

8268. What was the nature of the correspondence? The general purport of the letters was, that complaints had been made against Mr. Collett for not carrying out his duties according to instructions, as far as I remember; but I can give you a copy of the correspondence if that would be more satisfactory.

8269. Can you place the correspondence before us? Yes.

8270. You cannot specify it more particularly? I can specify generally that the Commissioner threatened that if such proceedings were continued he would bring his conduct before the Minister, and recommend his dismissal.

8271. The Commissioner? Yes, the Commissioner of Railways was at that time also Commissioner of Roads, or rather, empowered to act as such.

8272. What office did Mr. Collett then hold? He held the office of Superintendent of the Northern Road.

8273. And you have a correspondence that will state this more in detail, which you can place

John Rae,
Esq.

9 Jan., 1862.

John Rac, Esq.
9 Jan., 1862.

place before the Committee? Yes, it wound up by the matter being represented to the Minister for Lands and Works who, however, did not carry out the suggestions of the Commissioner.

8274. Then the Minister for Lands and Works did not agree with the Commissioner? He did not.

8275. He took Mr. Collett's part? He took Mr. Collett's part.

8276. Did he think then that Mr. Collett was in the right? He did not state that he was in the right, but he did not concur in the censure which the Commissioner seemed to consider necessary.

8277. He thought the censure was extreme? Exactly. The matter wound up with a reprimand.

8278. He was reprimanded then? Yes; that was some years ago—in 1859, I think.

8279. Do you remember any other occasion? No.

8280. Not in Mr. Secretary Eagar's time? I think the case continued from 1857 to 1859. Mr. Secretary Eagar followed soon after.

8281. Not in 1857? No; but it must have been going on from 1857 till 1859.

8282. For two years, in that case? It must have been going on from time to time. I was then acting as accountant. On the former occasion I was acting as secretary. Now that you mention it, I think there was a letter from Mr. Eagar in reference to the matter.

8283. Was this in reference to another matter, or was it part of the same? I cannot be sure without reference to the correspondence.

8284. But your impression is that it all referred to one affair? That is my impression.

8285. Perhaps you can give us copies of the letters? I have got the principal letter copied. I will hand in this; and if you wish for any more of the correspondence it can be had; but I think this letter is the gist of the whole.

8286. Your impression is that this letter contains the whole? Yes, I think it does—the substance of the case.

8287. It is signed by yourself? Yes; I was Secretary for the time for the whole departments of Internal Communication.

8288. It is dated July, 1859? Yes. This must have been in the time of Mr. Eagar.

8289. *By Mr. Markham*: Who was Chief Commissioner at that time? Captain Martindale.

8290. Was he Commissioner in 1857? I think it was in 1857 that he commenced the duties of his office; he came here only a few months before myself. I remember the date when I joined the department—July, 1857—and Captain Martindale was in the Colony only a few months before that; but I cannot remember exactly the time he was appointed Commissioner of Roads; I think it was in 1858. The date of the Roads Act, however, would give it in a moment.

8291. *By the Chairman*: You will be kind enough to produce the correspondence? Yes.

8292. You have made a statement to the Committee, and anything that bears upon your statement you will be kind enough to let the Committee have? Yes; I will send such portion of the correspondence as seems to bear on the case.

Oliver Leder Hannington called in and examined:—

Mr. O. L. Hannington.

9 Jan., 1862.

8293. *By the Chairman*: Will you state your office, if you please? I am overseer on the Northern Road.

8294. Have you had any particular place in charge? Yes; between Doughboy Hollow and Goonoo Goonoo.

8295. That is what you call your district? Yes, that is the district over which I was placed.

8296. And were the Doughboy works included in that? Yes.

8297. They formed a part of your district? Yes, they were included.

8298. Then you had the Doughboy Diversion works, and some other part of the road too? Yes.

8299. And who was over you? Mr. Quodling, the Superintendent.

8300. What are the duties of an overseer? It is his duty to inspect the works, and to see that they are carried out properly according to specification.

8301. According to specification? According to specification.

8302. Was the specification placed in your hands with regard to the Doughboy Diversion? Yes.

8303. You have always had one? No, only occasionally.

8304. From whom did you get it? From Mr. Quodling on one occasion.

8305. How did you manage without it on any occasion? I have —

8306. But how? Merely from recollection of the specification.

8307. Did not you find that inconvenient? Yes, occasionally I did. Occasionally I had to borrow a specification from Mr. Martindale's agent.

8308. Did you get any instructions about your duties, independent of the specification? No more than this, that I had a general instruction to see that the works were carried out according to specification.

8309. How long have you been in this office? Since the 11th May last.

8310. And how long have you been in charge of this spot? I took possession on the 12th August.

8311. You then took possession of that particular spot? Yes, on the 12th August.

8312. Who gave you instructions, Mr. Collett? No, Mr. Quodling.

8313. Are you on good terms with Mr. Quodling? I have had no reason to be otherwise.

We have always been on good terms. I have never had any quarrel with Mr. Quodling—
8314.
never.

8314. Have you had any reason to complain of him officially? I have never complained of him officially. Mr. O. L. Hannington.

8315. But have you had any reason to do so? I certainly think that a great deal of this investigation has arisen (if it has not arisen entirely) from his own neglect in not reporting on this matter in the first instance. 9 Jan., 1862.

8316. From his own neglect? I do, indeed.

8317. Will you state in what respect he neglected his duty, and what were the consequences? State the circumstances, if you please? I consider that he did so in not attending to complaints I myself have made, and which you will see from my reports. I made statements relative to certain works not being carried out according to specification—as to the consolidation, for instance—the pitching being put down before the road was properly consolidated. I made reports upon that; also as to the stumps which were left in the road, and the clearing of the line. I called his attention to these things, and from what I can hear he has never made any official report.

8318. Speak of what you know rather than of what you hear. I want you now to state the instances in which you made reports to Mr. Quodling of works being improperly carried on; state the instances and the dates? I can refer to my report, and give you also the dates.

8319. This was in regard to the Doughboy Diversion? Yes, the Doughboy Diversion. As late as October 31, I see that in my report I mention that a quantity of pitching and metalling has been done in a very unsatisfactory manner—the pitching having been done before the work was properly consolidated, particularly the approaches to the bridges. There was one instance at that time, and I believe there are others.

8320. Just state the instances; the way in which you are specifying them now will do, providing you state the date and the character of the work you condemned or found fault with? Yes. Here is another dated September 30; it states, "in reference to this line" (that is the Doughboy Diversion) "I beg to call your attention to my letter of the 9th instant, wherein I alluded to the non-clearing of various stumps on the main road, and "the sunken state of the embankments." That was on the 30th, calling attention to my letter of the 9th September. I believe that was about the first time I called his attention to that. My letter of the 30th was calling attention to my letter of the 9th: "I have the honor "to call your attention to certain portions of the works now in progress on the Doughboy "Diversion; viz., the non-clearance of various stumps on the main road, which, if not "properly cleared, may in a few years again take root, to the detriment of the traffic. I "have also to state that the embankments along the line have sunk considerably, and "require immediate attention." That was my letter of the 9th, so that I have called his attention to these matters many times.

8321. Have you stated all the cases in which you called his attention to those matters? I also called his attention to the difference of metal used on the road.

8322. That there was bad metal used? That there were two qualities of metal; one was shale and the other basalt.

8323. What was the fault—was the basalt not put on in quantities according to specification—in sufficient quantities? I am not alluding to any insufficiency in quantity, but to the difference in the quality of the metal.

8324. Do you mean to say that inferior metal was put on in place of the other? There was a certain portion of shale —

8325. Substituted —? In the place of basalt. I was told that the whole quantity was to be basalt, and he called my attention to the difference between the one and the other.

8326. He called your attention to the difference? Yes.

8327. I thought you were stating cases in which you called his attention? I did; I alluded to it in the first instance, and he told me it was wrong—that it ought to be basalt instead of shale—the whole of it.

8328. I suppose you know the difference between basalt and shale? Yes.

8329. Are you a geologist? Not sufficient to go into the matter scientifically; I do not profess to be.

[At this stage Mr. Rae (whose examination precedes this in the Minutes of Evidence) was called in and examined, after which Mr. Hannington's examination was resumed.]

8330. You say you called attention to the fact that improper metal was used; will you look at those two pieces of stone in front of you, and say what you call them? Shale and basalt.

8331. Are those something like the metal to which you are alluding? Yes.

8332. What you call shale is put in the place of the other? Yes.

8333. Do you state that you called Mr. Quodling's attention to those different irregularities and defects in the Doughboy Diversion Works? Yes.

8334. At what time? At various times.

8335. Was it from you first that the suggestion emanated, then, as to these defects—Mr. Quodling did not ask you to look particularly at them? He called my attention to them in the first instance.

8336. I thought you stated just now that you called Mr. Quodling's attention to them? Yes, but he called my attention to them in the first instance, when we first took possession; and afterwards when we went through them, I said, here is still a further quantity of this metal being put on—shale.

8337. Did you find Mr. Quodling's suggestions correct on your own examination? Most decidedly. There were two different descriptions. He told me that (witness pointing to piece of basalt) was the metal required to be placed on the roads, but I found that there was a certain quantity of this (shale) put upon them.

Mr. O. L.
Hannington.

9 Jan., 1862.

8338. In what proportion was the shale to the basalt? I think at the time I saw it there were about twenty chains of this metal.

8339. Of what character was the work of the bridges—did you find any fault with them? No.

8340. You did not? No.

8341. Was Mr. Quodling in charge of this portion of the work you found fault with—he was over you was he not? He was over me.

8342. You say that he neglected your suggestions—what course of conduct did he adopt—what did he do? Well, from what conversation we have had together, all I can imagine is, that he has taken, from time to time, private notes of this—for what purpose I of course cannot say.

8343. But did he not report? Not to my knowledge. As far as I know he has never reported upon them.

8344. Would he be sure to communicate with you in reference to the matter? He would not be sure to do so, but in general he has communicated to me what he had done in reference to certain works. He has never complained, but he had told me his complaint verbally.

8345. But he might have reported without your knowing anything about it? Oh! yes; certainly.

8346. Why do you say your impression is that this investigation has arisen from his neglect—why do you make that statement? I make that statement from this; because many of these errors might have been corrected at the time, had they been officially instead of privately made known. They would then have been attended to; but they were not officially made known, and nothing was said of them.

8347. They were not officially made known to the contractors, do you mean? Yes.

8348. Then you think Mr. Quodling had some design in overlooking them or taking no notice of them? Honestly speaking, I do.

8349. Did it strike you so at the time? No, not at that time, but it did at the time he called me to Tamworth, when he said he was going to Sydney, and wished me to take possession of certain works.

8350. What time was that? It was on November 1st that I went to Tamworth, and from the conversation that took place between us then, I was perfectly convinced that there was something behind. Let me see: I started on November 1st for Tamworth, and I remained there a week I think, in going through the various statements—clearing everything up—making out vouchers, and going through the various works with Mr. Quodling, relative to the roads.

8351. Did you make any report yourself? Only my report to the Superintendent.

8352. Your official report? That is all; merely my official report to the Superintendent.

8353. Well, were the defects corrected? They have been corrected since.

8354. By whom? By Mr. Martindale.

8355. Since what time? Most of these were corrected at the date when I left. The last time I was on the works was on the 29th November.

8356. Was that after Mr. Quodling's resignation? Yes; but many of them were corrected previous to that. He received his resignation on November 6th, during the time he was in Tamworth.

8357. If you thought there was anything going on wrong, how was it that you did not make a special report? I did not think it my duty to report over my superior officer.

8358. But if you saw your superior officer carrying on some conduct which —? It was only my suspicions.

8359. And you did not think them strong enough to justify you in acting? I did not feel justified in reporting on mere suspicion. I should only get reprimanded for doing so.

8360. Were you surprised when Mr. Quodling resigned? No; I was not.

8361. Do you think he was justified in resigning? That is a matter of opinion.

8362. What do you say? I think that is merely a matter of private opinion.

8363. I do not press the question? I think that is a matter of private opinion.

8364. By Mr. Dalgleish: You do not give your opinion? No.

8365. By the Chairman: When Mr. Quodling resigned did not you write a letter? I did.

8366. Which, of course, you have seen in the papers? And of which I have a copy here.

8367. Here is a copy which perhaps you can verify? (*Witness' attention having been directed to Appendix J, he replied*) Yes.

8368. That is the letter? Yes.

8369. State under what circumstances you wrote that letter—did you volunteer it? I did not.

8370. Did you write it by his orders? I will give you the whole particulars from my diary.

8371. You say you did not volunteer the letter, and I ask you did you write it by Mr. Quodling's orders? We went over these works. I met Mr. Quodling on the 24th, at Wallabadah, with a promise to meet at the Willow Tree on the following day. On arriving at the Willow Tree I found a note, requesting me to meet him at Murrurundi. That was on Friday. On Saturday I went over the works with Mr. Quodling and Mr. Donaldson, and on going over them I took notes with Mr. Quodling on that day. On arriving back again at Murrurundi he requested me to write a report upon the works generally.

8372. Well? I had made out my notes and he did not think they were sufficiently strong, so he interlined several, and made several additions.

8373. To the letter you had originally prepared? To my notes, from which I was about writing my report; from that I wrote the report which you see there.

8374. Then, from your notes, with some sort of supplements from Mr. Quodling, you wrote that letter? Yes.

8375. You wrote it then, not from his orders exactly? I should not have written it only he pressed me to write it. He said, "I am going to Sydney, and I wish you, before I go, to write me a report upon the works generally." I had no other source from which to gain information than the specification and what he told me; here is my original. He was present, in and out, at the time that letter was written. (*Letter read by witness.*)
8376. This letter was written from your notes which Mr. Quodling interlined and partly erased? From that I wrote the report.
8377. The alterations principally consisted of interlineations? Yes.
8378. Then you adopted your own notes in writing the letter? From those I wrote my letter.
8379. You adopted your own notes? As corrected there.
8380. Did you state what was not true? No; according to my instructions and the specifications, that is perfectly correct.
8381. But if you had been instructed to state that which was not true, you would not have stated it? No.
8382. Then you do not retract? Not one iota.
8383. Then the works were defective? According to my instructions, most decidedly.
8384. They did not comply with the specifications? They were not in accordance with the specifications.
8385. Is it your opinion that this ought to have been reported to somebody or other? It was his duty to have done so, most decidedly.
8386. But not yours unless he reported it? I reported it to him; it was his duty to have reported it elsewhere.
8387. Had you anything to do with the vouching for works so as to ensure payment to the contractor? Yes; I have to give a detailed account of the work.
8388. And that you gave regularly at certain periods? I was never requested by the Superintendent to make out any vouchers whatsoever.
8389. Never requested to make out any vouchers—but was not that irregular in him? Yes, I should say so. It is usual to give fortnightly or monthly vouchers; monthly generally, but sometimes fortnightly.
8390. You have been under other Superintendents then? No; I have only been under Mr. Quodling.
8391. Then how do you judge that monthly or fortnightly vouchers ought to be made out? I only go from the word of mouth of Mr. Quodling.
8392. He instructed you? He instructed me.
8393. But he did not keep you to his instructions? I had no instruction to do so.
8394. But if you thought it your duty to make out these fortnightly vouchers, why did you not do so? Because I never had any instructions to make out any vouchers for the Doughboy Diversion.
8395. How did you know it was your duty to do so? I may allude to other works.
8396. Then you made fortnightly vouchers out for other works? Where it was necessary to do so, but generally ours were monthly vouchers. Where maintenance men are employed in clearing and keeping the roads and bridges the vouchers are generally monthly, unless there are special orders that they shall be prepared fortnightly.
8397. Did it not strike you as rather extraordinary conduct in Mr. Quodling? It struck me sometimes, but I knew his feeling towards those works. When he has passed those works with me, he has expressed himself—"Oh, hang the works; I don't care for them; I'm sick and tired of them." He has never looked at the works, except as he rode across on horseback; he never stopped twenty minutes on the works.
8398. *By Mr. Markham:* Who are you speaking of? Mr. Quodling. In going over those works I can conscientiously say that I do not think he ever did at one time (only to allow his horse to go up and down) stay twenty minutes or half an hour at the outside.
8399. Do you think he is a good judge of works? I have always had a very good opinion of Mr. Quodling. I think he is quick and sharp.
8400. How did he form so correct an opinion of these works, if he did not examine them? The time I am alluding to is of late. He had an opportunity of examining those works previous to my going there. I never had any opportunity of seeing those works until the 12th August.
8401. You never thought it your duty to report any of these circumstances to Mr. Collett? I did not think it my duty to do so. I thought it my duty to report them to the Superintendent, and that it was his duty to report them to head quarters, if there was really any dereliction of duty.
8402. Do you know anything of any deviations having been made in these works, on the authority of Mr. Collett? There was one deviation—a deviation at the big cutting.
8403. What is your opinion in reference to that deviation—was it to the advantage of the public? Well, those works were commenced; I never saw the original plans.
8404. And you cannot form any comparison between the two? No; it was all settled before I was on the works; therefore it would be wrong in me to give an opinion.
8405. You had no reason to suppose that the contractor benefited by any of those deviations or alterations? I have no reason to suppose that he has.
8406. Were there any other alterations authorized by Mr. Collett? There were; there was the metal, for instance—pitching substituted instead of metal.
8407. That was by the authority of Mr. Collett; and what is your opinion as to that alteration? I think it was a very good one.
8408. And for the benefit of the public? Decidedly.
8409. The contractor did not make anything by it? No, the price was the same.

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8410. And it was better for the public? Yes; I should think it would be rather a loss to the contractor.
8411. Was there not some order given by Mr. Collett about omitting the consolidation regulation, and allowing the stone to be put on while the road was moist? I cannot speak with authority; I never heard so from Mr. Quodling.
8412. Have you examined the works lately? I was there on the 29th November.
8413. Is that the latest? I will tell you. (*Witness referred to his note book.*) Over Doughboy—took an account of work to complete—Mr. Martindale said he would complete in eight or ten days. That was on Saturday. I took a note then of what was required to complete the works on that occasion.
8414. That is the latest date at which you were there? Yes; on the 29th I received a telegram—on the same day. I have got it here (*referring to note book*)—"Received telegram from Commissioner requesting me to be in Sydney on Tuesday, December 3rd." Therefore I have had no opportunity of visiting the works since. I have been in Sydney since then.
8415. But were these defects, to which you have testified in this letter, remedied at that time? They were remedied.
8416. They had been remedied? They were remedied or were in progress of being remedied at the time.
8417. They were being remedied? They were being remedied.
8418. Do you think any great injury had arisen from the circumstances not having been reported before? I consider that had such been the case, there would probably have been no cause for this inquiry.
8419. I am not asking you about this inquiry; I want to know whether any injury arose from these defects not having been pointed out at the time you said they ought to have been—was it possible to have applied the remedy at an earlier period? Those defects might have been remedied at a much earlier period.
8420. Who is the loser by that? I should say, the contractor.
8421. The public did not lose, then? I do not see how the public has lost there.
8422. Do you think this Doughboy Diversion work is in a good condition? From what I saw of it on the last occasion, I should say it is in a very good condition.
8423. You think the contractor properly finished his contract? I do, conscientiously, with the exception of one or two instances. A chain or a chain and a half or so of pitching, to which I immediately called the attention of the Superintendent, had been pitched too early, the ground not being properly consolidated.
8424. There are differences of opinion, are there not, with regard to consolidation? Yes.
8425. I suppose Mr. Collett entertains a different opinion? I do not know what Mr. Collett's opinion is; I have not spoken to him about it.
8426. He has given you no orders about it? No.
8427. When you say these defects were remedied, do you know whether all the clearing was done according to specification? No, it was not done according to specification.
8428. Then that error was not corrected? The error, up to the time I left, had not been corrected.
8429. Was all the fencing put up? No; they were putting it up when I left.
8430. That was on the 29th? On the 29th November.
8431. Was all the metalling done properly? There was only six chains to spread when I left, on that date.
8432. Do you think they were putting a sufficient quantity of basalt on then? They were putting basalt on when I left.
8433. Was the flooring properly tarred when you left? They were then tarring the whole of the floors.
8434. And was there a sufficient number of spikes put in? I spoke to Mr. Martindale relative to those spikes, only one being put in instead of two; but he said that as the slabs were only four or four and a-half inches, there was not room for two spikes. Where there was room for two spikes he put them. If the slabs were 9 inch, he put two, but if only 4½ inch he only put one.
8435. Do you think wide slabs better than narrow ones? I think narrow slabs equally good as the others.
8436. Then you thought that was a sufficient reason for not adhering strictly to the specification? I pointed it out to him.
8437. Do you think that was a good and sufficient reason for deviating from the specification? You could not put two spikes into four inch stuff.
8438. But if the contractor was bound to do it? Oh! according to the specification he was wrong.
8439. And that error is not corrected? It was not up to the time I left.
8440. Was the slabbing of abutments all done properly? Yes, that was just finished as I left. He wished to make it an extra charge.
8441. How came you to say that the contractor was wishing to make that an extra charge? I had it from the agent. I pointed out to him that the abutments were wanting. He said he had no instructions from the contractor to do it, and that if so it must be an extra charge. I said, if you refer to the specification you will find it.
8442. It may have been an error on the part of the agent? Yes.
8443. Did he admit that you were correct? Yes, afterwards.
8444. Then there was no extra charge made? There was no extra charge made there.
8445. Was the creek blocked up by the earth from the cutting? Yes.
8446. The last time you were there? Yes; but there was an order given and a price agreed upon, to cut a race from the other cutting, across, so as to meet the creek.

8447. And the price agreed to, was that something extra? That was an extra charge.
8448. That was right, I suppose? Yes, that was correct.
8449. The contractor was not bound, then, to take away the earth? No, that was an after agreement.
8450. Is it not a general understanding that when a contractor makes a bridge, he shall leave everything around it in such a way as not to damage it in case of floods? It is not a bridge, but a big cutting.
8451. Should you say that a contractor had fairly fulfilled his contract, if he made a bridge and left it so filled up as that it would be flooded? No.
8452. Do not you think he is bound to clear it? Yes; but this is not a bridge, it is a cutting.
8453. But did you see any damage done by the water in consequence of this obstruction to the creek? There was no damage done, as far as I saw.
8454. It is possible that damage might be done in the event of a heavy rain? There is but little danger; there is not a great flow of water there.
8455. Do you know anything about these payments of money you speak of here? No, they were previous to my being there on the 12th.
8456. Then how came you to make these statements about money? That is his letter there. If I had given it a second thought I should have seen that I had no necessity to mention this, and I should have repudiated it, for the reason that it was not during the time I was on those works.
8457. Then you have made statements here in ignorance of the facts? I am asked, if you notice by that letter, to certify for certain vouchers. I give my reasons there for not doing so, but I might have given far more simple reasons.
8458. Then, in fact, what you give about money, you give on Mr. Quodling's authority? Yes.
8459. You are not positive of the truth of what you stated here? Even supposing that I had been on the works, that would have been my reason then, and is now. I believe there is one payment on the 19th.
8460. You have said that you would not state what you knew to be untrue on the authority of Mr. Quodling? I have not stated what I believe to be untrue, because there was one payment on the 19th.
8461. But do you mean to say that money was paid more than was actually due on the works at any time? I mean to say that at that time there was only a certain sum in hand, and a certain quantity of work to do, which would not be covered by the amount in hand.
8462. Then there was rather an excess of payment in that case? There was an excess of payment.
8463. It was not very great, was it—what was the amount in round numbers? I think I have said there.
8464. You do not retract what you have said there? The only thing I retract is this: I took these figures from Mr. Quodling. I gave him a statement of the whole of the works, and he calculated them up from prices which I supposed to be the schedule of prices. I had never seen the schedule of prices on the works.
8465. Were they not included in your specifications? No.
8466. Is that usual? I never saw any schedule of prices there. So far as that goes Mr. Quodling made those calculations, and I never could get them from him; he always kept those from me.
8467. And on the assumption that the calculations were correct——? I made that statement.
8468. If the calculations were wrong you would be inclined to retract? Yes. I went through them with him, and at the time they appeared to be correct—although he never supplied me with a copy, which he said he would—thus keeping me in perfect ignorance of what they were.
8469. And you adhere to this statement—You felt it your duty to decline signing the vouchers on account of the circumstances, previously? Yes.
8470. Had you anything to do, as overseer, with the payments? No; I had only to make out detailed accounts and forward them to the Superintendent, who forwards them to the office.
8471. But upon these moneys were paid? I had nothing to do with that.
8472. But upon your vouchers moneys were paid? Not upon Doughboy. I made no vouchers there. I had no instructions to do so there. Mr. Quodling never asked me to make out a voucher for the Doughboy Diversion.
8473. Did it strike you that the system under which these works were managed was an irregular one? Yes, I believe there was a great deal of irregularity.
8474. Was Mr. Quodling, do you say, to blame for it? I consider so.
8475. Do not you think Mr. Collett was to blame at all? I do not see that, he being at a distance. I think it is the duty of the Superintendent to make his superior officer acquainted with these matters, and then if there are any errors it is the duty of the person in power to rectify them.
8476. But if those circumstances had been reported by Mr. Quodling, and no further notice had been taken of them, would you have said then that it was his fault? Certainly not.
8477. You are not aware whether Mr. Quodling did report or not? I am not.
8478. Do you think that generally Mr. Quodling attended to his duties properly? I think he attended to his duties generally, so far as I am individually concerned. On other works he was generally very attentive; but in reference to the Doughboy works he seemed as if he was disgusted, and he passed through them as if he was sick and tired of them.

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8479. Was there any particular reason for this that you know of? I cannot say that there was; he never told me his own private reasons. For his attention to all the other works I give him great credit; he went through them and inspected them, and was always attentive, but to these particular works he seemed to have an antipathy.
8480. Do you consider him a competent person to perform these duties? I do.
8481. Did you hear Mr. Collett complain of him? I never had an opportunity.
8482. Did you ever hear any one else complain of Mr. Quodling's competency? No.
8483. Have you any reason to believe that Mr. Quodling was intemperate in his habits at all? He was free, but I never saw him the worse for liquor.
8484. Did you ever see him neglect his duties from that cause? No.
8485. Have you seen him absent oftener than —? He has taken a few days occasionally.
8486. To go "on the spree" as it is called? I have not been with him; I have been on one portion of the works and he may have been absent from another.
8487. Do you consider that the works under his charge were at any time neglected in consequence of his absence? I cannot say that. He may have been away a few days from duty, but previous to that time he had been doing his duty.
8488. Are you aware whether, when he was absent from that portion of the works which was under your immediate charge, he was not supervising some other part of the road under his charge? No; he was off that line.
8489. You knew that he was off the line? Yes.
8490. Was he at Murrurundi? Yes.
8491. Had he business to transact there? Not to my knowledge.
8492. But I suppose he might have had for aught you know? He might have had.
8493. Did you ever hear any complaints from the men under Mr. Quodling's charge of any wrong or unjust conduct on his part? As for "unjust" I will not say, but for "harsh" conduct, he was a man that was very strict, and would be, I think, a little arbitrary. He was very hasty in temper, but it was soon over.
8494. Did you hear any general complaint? I did not.
8495. Did you think that the men liked him? I do not think that they had any very great love for him.
8496. Was there an impression that he was too strict? He was rather arbitrary; very arbitrary in his line of conduct and bearing towards the men; he shewed a sort of over-bearing spirit.
8497. A sharp manner? Yes, which would give as it were a bad impression at first on the part of the men towards him.
8498. Do not you think being strict somewhat a good fault in any public officer? Decidedly.
8499. You have no reason to think the public interest suffered by this sharp conduct on the part of Mr. Quodling? No, I do not.
8500. By what authority have you come to Sydney, Mr. Hannington? I hold a telegram giving me orders from the Commissioner. This is a telegram I received on Saturday, November 29th.
8501. When did you get a summons to attend the Committee? To-day.
8502. Not until to-day? No.
8503. *By Mr. Dalgleish:* Are you any particular trade or profession, Mr. Hannington? I have been for a number of years connected with machinists. My father was the inventor of Hannington's Numerical Machines; we were the first to introduce the system of paging by our machinery in England. I introduced it to the Government of New South Wales. I sold my machinery to the present Government.
8504. Have you ever practised as a surveyor? No, I have not practised as a surveyor; but if you will allow me, I will hand you in a letter from Mr. Wener. I was with him twelve months. (*Letter handed to Mr. Dalgleish.*)
8505. This states that you were engaged with a surveyor to take charge of his party, and that you had charge of the surveyor's party for eleven months? Yes, but there is a second agreement.
8506. And that you continued to do the duties, during the time you were with this gentleman, to his satisfaction? Yes.
8507. What did these duties consist of? Assisting in making the surveys—laying the boundary line of the 29th parallel, traversing rivers, and laying out stations.
8508. What portion of this did you do? I assisted. I did not assist with the circumferenter; I did the chaining portion. I did all the works, and all the calculations. That was my business with him.
8509. Do you consider yourself a competent surveyor? I do not consider myself a competent surveyor.
8510. You have stated, I think, the length of time you have been in the Government service? My appointment was on the 11th May.
8511. Had you any previous experience in the formation of roads? I had not.
8512. Had you any experience in reference to the execution of public works of a similar nature? I had not.
8513. Had you any previous acquaintance with Mr. Collett? I knew Mr. Collett in 1852. I had not seen him for six or seven years. I happened to be in Tamworth at the time of his arrival there. I was then under an engagement with Mr. Wener—I was only waiting for supplies to join him. I called on Mr. Collett, and said, "I understood there was an appointment vacant on the road." I asked for it. Mr. C. said, "I cannot give it you myself; write immediately to the Secretary for Lands (Mr. Arnold)." I wrote that night. On his return to Tamworth from Armidale (Mr. Quodling at that time had a great deal of work to do), and just as he (Mr. C.) was leaving, he said, "Mr. Quodling, you had better take Mr. Hannington on as an assistant for the time being." 8514.

8514. Was that the first time you saw Mr. Quodling? No, I knew Mr. Quodling from January up to April—three months. Mr. O. J. Hannington.
8515. Did you make any application to Mr. Quodling prior to asking Mr. Collett? Yes, he was aware of it. In fact he wished me not to accept my engagement here—he said, “Collett will be up in a few days; wait and see him, and I will speak to Collett for you.” 9 Jan., 1862.
8516. Had you mentioned to Mr. Quodling previously that you were acquainted with Mr. Collett? Most decidedly.
8517. And did Mr. Quodling recommend you to Mr. Collett prior to your seeing Mr. Collett yourself? That I cannot say; I cannot say what transpired.
8518. When did you receive any official information, or did you receive any official intimation of Mr. Quodling’s resignation? I was in Tamworth at the time. Here it is (*referring to diary*):—“Wednesday, November 6th.—Received letter from Road Department.” That was the date. I have also got here—“Mr. Quodling’s resignation accepted.” The same day both arrived.
8519. Is that the letter you received? That is the letter I received.
8520. Authorizing you to take charge of the works? It is. (*Letter handed in. Vide Appendix.*)
8521. Did you take charge of the works in accordance with that notification? I received that letter on the 6th, which I answered on the 7th. I then, on the 7th, started per mail for Doughboy. I arrived on Friday at Doughboy Hollow. I was there, at the works, on Saturday. On the following Sunday, three days after leaving Tamworth, Mr. Coghlan, the new Superintendent, arrived, taking all power from me there. Oh! I see. It was on the 10th that Mr. Coghlan arrived.
8522. *By Mr. Dangar*: Then you were only in charge three days? Only three days, just giving me time to reach Doughboy from Tamworth.
8523. *By Mr. Dalgleish*: Did you take any notice of the measurements on those two days? No, I only arrived at Doughboy on Saturday.
8524. In your previous evidence you have said that your duty was to see that the work was properly performed according to specification, and that you had occasionally a copy of the specifications? Yes.
8525. You also stated that you had had no previous experience in reference to works of this description? Yes.
8526. Did you not then find a difficulty in determining whether the work was properly executed or not? I did at first.
8527. Did you find Mr. Quodling give you every assistance? I did not.
8528. Did Mr. Quodling not give you any assistance? Very little indeed.
8529. Had you had any experience in measuring works? No, I had not, but I had a knowledge of measuring of course. I could work measurements, and I had also a slight knowledge of the way in which those measurements ought to be made; and, of course, the moment I had a few lessons I was as qualified to do it as anyone else.
8530. Did you find a few lessons sufficient to enable you to measure unequal depths and slopes? Yes.
8531. You found a few lessons sufficient? Yes; I have had now something like seven or eight months at it.
8532. You said that you had had no quarrel of any description with Mr. Quodling? Not the slightest.
8533. At any time? At any time.
8534. You were in Tamworth together on one occasion? Yes.
8535. For a week I understood you to say—about a week? I had a letter from him requesting me —
8536. Was it about a week you were in Tamworth? Yes; six days or something like that.
8537. What were you engaged in during that time? In making out vouchers, and going through all his papers, so that he might put me and various other parties in possession of all the information relative to the works.
8538. And you had no misunderstanding of any description at that time? No.
8539. What led you to suppose that Mr. Quodling had something behind at that time—you stated that it was your impression that Mr. Quodling had something behind? I will tell you my reason for that impression. He wished me to give him up all my books, and to say, on being asked for them, that he had taken them, and would not give them up to me; and I was particularly requested by him to say nothing to the Commissioner relative to the works, but that I should keep everything as dark as I possibly could. I naturally concluded that there was something wrong, and I did not give up my books.
8540. You did not give up your books? Certainly not.
8541. You said you thought there was something between him and the contractor? I knew there was no good feeling existing between them.
8542. I understood you that it was your impression that, as he had paid no attention to your reports, there must be some “collusion,” I understood, between Mr. Quodling and the contractor? I never said that.
8543. It was a wrong impression, then, on my part? Oh dear, no! I never said that.
8544. You stated that the contractor would have been a loser, and not the public, from any irregularity that might have existed? From irregularities.
8545. As far as Mr. Quodling was concerned—that the loss would not have been a loss to the public? There were irregularities at the time, but all those irregularities had been rectified. In the state of the road at that time, of course there were many things that looked irregular, but now that the work is finished they look very different. Like everything else in an unfinished state, there appeared to be a good deal of irregularity; the work looked bad.
- 8546.

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8546. These (*referring to witness's note book*) were your original notes? Yes; you will see that they are in my handwriting, interlined by Mr. Quodling.
8547. The original notes were not dictated by Mr. Quodling? As we went through the works together.
8548. You formed your own opinion? We went through them together.
8549. And in going through them together —? I dare say, if you were to look at his notes, that mine would correspond with his.
8550. You are convinced of the truth of these observations? I am, perfectly.
8551. You are convinced that the clearing was not carried out according to specification? Not according to the specification.
8552. The stumps on the main road and banks formed on timber not cleared away? Not cleared away.
8553. What would be the result of this—was it according to specification? No; according to specification they were to be cleared.
8554. Would this be detrimental to the public interest—leaving the embankments resting on this fallen timber? I do not know that it would be detrimental to the public interest, but it would be a great eyesore.
8555. Will it not render the bank hollow where this fallen timber is, and not so solid as it ought to be? It would not be so solid.
8556. And consequently more liable to give way? That is only in certain portions of the embankments to which I was obliged to call the attention of the Superintendent.
8557. You have another note:—“Embankments not trimmed as specified—not according to specification”? I spoke of that afterwards. The contractor said he should not do them until the last moment. They are now done. When I was there on the last occasion they were doing all those things.
8558. Mr. Quodling has interlined—“On entire length of road?” Yes.
8559. Do you concur in that interlineation? It says entire length of road in the original specification.
8560. And the trimming was not done, at that time, on any portion of the road? Not at that time.
8561. And this interlining was correct? Yes, it was perfectly correct.
8562. “Punning on embankments round abutments of bridges, culverts, and retaining walls, not done according to specification” is crossed out. Mr. Quodling, I suppose, crossed that out? Yes.
8563. Does the specification state that these works are to be punned? Yes.
8564. Have they been punned? No.
8565. Then they have not been carried out according to specification? They were not then.
8566. And the consolidation clause has not been carried out? In certain portions only, which I have pointed out in my letter.
8567. “Most particular clause in specification” is underlined by Mr. Quodling? Yes.
8568. Do you concur in that? Yes, it is a very particular clause.
8569. And that has not been carried out? No.
8570. Have you any idea of what the saving will be to the contractor? No, for the simple reason that Mr. Quodling kept back all the calculations. I gave him all those calculations, and he kept them.
8571. And the fencing has not been carried out according to the specification? It is carried out now, I believe.
8572. Is it all carried out now? Yes.
8573. You were informing Mr. Forster, a few moments ago, of the proportion of shale which had been used; but you did not finish the answer. You state the proportion of shale to be about 20 chains. Carry out, if you please, the proportion of shale to basalt on the entire work, in round numbers? It is about one in nine and three-quarters.
8574. One chain of shale? To nine and three-quarters of basalt.
8575. This is where the shale is spread separately? Yes.
8576. Is there not a mixture of shale and basalt in other places? There may be a few yards, but not more. They are generally separate.
8577. Has any peculiar or particular manner of placing the shale and basalt been adopted—is it with regard to any peculiar formation of the ground that shale has been substituted for basalt? No, it has sometimes been used in one place and sometimes in another. Oh! you mean as to any peculiar formation of the ground?
8578. Yes, of the formation of the bed? Not to my knowledge. I did not see anything peculiar in the formation of the ground.
8579. Is the basalt placed over a rocky bed of the road in any instance? Yes, and so is the shale.
8580. And the shale is also over a rocky bed? Yes.
8581. Is any of the shale placed over an earthy bed, where there is only the earth for a foundation? No, it is principally basalt there.
8582. Principally basalt? Yes.
8583. In what way then is this shale spread? I could not tell you precisely. Perhaps there might be half a dozen chains of basalt, and then, perhaps, two or three chains of shale; then would come, we will say, basalt again for some distance, say ten, fifteen, or twenty chains; then again would come a patch of shale, perhaps being in the immediate neighbourhood, nearer to where they took it from.
8584. Just where it has been convenient for breaking, without any particular regard to the locality, or where it was laid? Yes.
8585. Is shale used for blinding? Yes, broken shale is also used for blinding the pitching.
8586. Is it used for that only? Sometimes it is just spread over the ground.

8587. Over the ground? Yes; that is, over the road, and then the metal put upon it.
8588. And then the metal put upon the shale? Most of the pitching—in fact all the pitching—is blinded in the first instance principally with broken shale.
8589. Have you observed any slip in the road—I think you stated that you had observed a slip? In the big cutting.
8590. What is the width of that big cutting from the solid of the mountain? I suppose it is about 13 feet of the solid.
8591. What is the width of the road altogether? I never measured the width of the whole road.
8592. At the big cutting? I never measured the width of the road itself. I merely took particular notice of the solid.
8593. In what way did you obtain the quantity in cubic yards? We took it merely from what we cut from the solid.
8594. Did Mr. Quodling and you measure it? No, myself and Mr. Donaldson.
8595. Mr. Donaldson? Yes, Mr. Martindale's agent.
8596. At the same time as Mr. Quodling? Mr. Quodling was not present.
8597. Mr. Quodling was not present? He was not present.
8598. Have you a book containing those measurements? These are the measurements of the Doughboy Diversion works.
8599. Were those measurements taken by yourself? By me and Mr. Donaldson.
8600. Have they been corrected by any person since you took them? They were corrected by Mr. Donaldson, at the request of Mr. Quodling.
8601. Have they been examined by any one in the Office? Not to my knowledge.
8602. How long has this (*memorandum*) book been out of your possession? About three weeks or a month.
8603. What led to your giving this book up to any other person—it is a private memorandum book, is it not? No, it belongs to the Public Works Department.
8604. Were you asked for this book? I was asked to bring papers and books of every description, and I gave them all to Mr. Collett.
8605. Has any erasure or alteration been made in this book? It is the first time I have seen it since I gave it up.
8606. Look over it and say if there are any marks in the book now which you find strange? (*Witness inspected book.*) No, this is perfectly correct.
8607. You are aware that there are several erasures in this? Yes, they are my own erasures.
8608. They are corrected from after calculation? Corrected from after calculation.
8609. In some instances there are items scratched out; are they intended to be taken no notice of—there are a number of items scratched out in different pages? You will see them all enumerated below there; they are put again in different forms, that is all.
8610. And you have every reason to believe that these measurements are correct? I have every reason to believe that they are.
8611. In this letter, or in the notes from which you say you composed your letter, it states—deviating of the roadway at big cutting, two bridges are done away with; No. 6 bridge of three fifty feet spans, under trussed, and one twenty-one feet span, beams with corbels; and No. 7 bridge, three twenty-five feet spans, beams with corbels? But I have already stated that I knew nothing of those. It was previous to my being there that those alterations were made. He asked me to put that down, but I have taken no notice of it in my letter, because I could not make any notes upon it.
8612. No. 2 D bridge—two spans done away with. Were those two spans done away with from the drawings with which you were supplied for the formation of that bridge? Yes.
8613. What length of span were these two bridges that were done away with? Are they not down?
8614. No, the lengths are not mentioned? I could not tell without the drawings; I thought they were down there.
8615. Doughboy Creek—in many places filled up with the rubbish thrown over embankments. Is this the rubbish you state as extra, to be cleared away? That is from the tipping from the large cutting to form the embankment.
8616. Are you conversant with the specification? Yes, in that part.
8617. Can you remember whether the specification does not state that the spoil—the *debris*—from the cutting, is to be placed wherever the Superintendent may direct? Yes, it was directed to be put there.
8618. Did Mr. Quodling direct the rubbish to be thrown into the creek? I do not know.
8619. Is there not a clause in the specification, which states that the material from the cutting is to be deposited where pointed out by the Superintendent or overseer? Yes, to be placed, of course, where necessary. Here you had to form an embankment. It was tipped over, and formed the road by the natural fall.
8620. Is there a portion of the specification which states that any portion of the earth from the cutting, and which may be placed in a position of which the Superintendent does not approve, is to be removed at the expense of the contractor? A certain portion of the earth is, of course, to be placed at the option of the Superintendent or overseer; but you could not avoid filling up this creek; the rubbish could not avoid going into it.
8621. You are perfectly sure that there is not 30 feet of roadway at the big cutting in the solid of the mountain? 30 feet—Oh! no.
8622. Are you sure there is not 20 feet? It is 13 feet, I think, out of the solid, at the narrowest part of the cutting.
8623. What is the width of the road according to the specification? That is not in the specification at all; it was an after arrangement.

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8624. Does the specification state the width of the metal? The metal is to be of the best and hardest available stone—the blue columnar basalt—broken to $2\frac{1}{2}$ -inch gauge, free from earth, sand, chips, and other impurities, to be spread to a width of 18 feet, 9 inches deep at the centre and 6 at the sides, in two layers of equal thickness; the first to be consolidated before the other is put on.
8625. Then would not the width of the metal determine the width of the road to some extent? Decidedly.
8626. Does the specification state the size of the water tables? Yes.
8627. The water tables are to be in addition to the width of the road? Yes.
8628. Does that sufficiently define the width the road should be? It is wider in some parts, but I am speaking of the narrowest portion. It may have been altered since I left, for that portion was not then finished. I am speaking from what I saw. I should say the cutting was not, when I was there, more than 13 feet in the solid. What has been done since I cannot say.
8629. And from that something must be taken for the water tables? For the water tables.
8630. So that the width available for dray traffic would be less than 13 feet by the width of the water tables? Yes.
8631. What allowance do you make for the consolidation of an embankment formed from the shovel, and not tipped from the cart or wagons—how many inches to the foot? How much allowance is made for shrinkage in that case? I could not answer that question exactly.
8632. What is the height of the embankment at that particular place? The height of the embankment is in some places 90 feet.
8633. 90 feet—and it is formed from the *debris* shovelled from the cutting? Yes.
8634. What allowance should have been made for shrinkage on this artificial formation of the road? I perfectly understand, but I do not know that I could answer that question.
8635. We have been informed that it is necessary to allow 4 inches to the foot. Was this portion of the road consolidated prior to being pitched? Most decidedly.
8636. It was consolidated? Yes; this portion was left to the very last moment—this big cutting.
8637. The last portion? All that was done to the big cutting was left to the very last.
8638. Are you aware that Mr. Collett's opinion is that consolidation is useless on roads? I cannot say.
8639. He has never given you to understand that the consolidation clause was not to be carried out? No.
8640. Have you any reason to know that this consolidation has been carried out with regard to that big cutting? I only know that that portion has been left to the last. I understood that it was left so that it might be properly consolidated.
8641. In what way has it been consolidated? By being rolled over, and being filled up as it shrunk several times.
8642. Was the traffic turned upon it? The traffic has been upon it.
8643. Have there been any heavy rains since the formation of that road? There have been a great many heavy rains.
8644. All that would tend to consolidate the road? Of course it would.
8645. Has any portion of this artificial formation shrunk from the natural formation of the road? It has shrunk.
8646. It has shrunk? Oh! yes; from these heavy rains.
8647. After it was finished? It was not finished when I left. I have not seen it since.
8648. Was any portion of it completed when you left? No portion of it was metalled.
8649. Was it pitched? No, there was not any of it pitched. It was neither pitched nor metalled.
8650. What is this memorandum in reference to No. 4 bridge? Marginal logs—rough unhewn saplings.
8651. What do you mean by marginal logs? What do I mean by marginal logs?
8652. Yes? The logs at the side.
8653. At the side of what? The bridges.
8654. Would you call those beams? No, they are merely for the sides. Those are the logs we alluded to when we went through them. They were rough, unhewn stuff. They were just put up at the sides of the abutments of the bridges.
8655. Were they not in their position? Oh! yes, they were in their position.
8656. They were not squared? No, they were only rough, unhewn timber.
8657. Well, unhewn timber means timber not squared, does it not? Yes.
8658. What would be the difference of price between unhewn timber and squared timber? There would be a difference of perhaps two or three shillings; that is, 2s. for hewn and 3s. for sawn.
8659. Two or three shillings a what? A foot.
8660. Could you not state exactly the price—what is the price of rough timber per foot? I do not know; I have not seen the schedule of prices.
8661. But do you not know of your own knowledge the price of rough timber? It is 1s. 6d. or 1s. 9d.
8662. Delivered? Yes.
8663. If hewn timber was 4s. per cubic foot by the schedule of prices, the difference would be in favour of the contractor? It would be in favour of the contractor, of course.
8664. You stated that they were saplings that were used—what do you mean by saplings? Young saplings cut, and just the bark taken off them.
8665. Where were these saplings placed? Well, I can hardly tell you now, it is so long since that memorandum was made.
- 8666.

8666. That is about the marginal logs? Yes.
8667. What is the difference between saplings and full grown trees? Full grown trees?
8668. Yes? Saplings, I should say, were quite young trees.
8669. What was the diameter of these saplings? I suppose about four or five inches.
8670. And did the floor of the bridge rest on these? No.
8671. Then what do you mean by the marginal logs? They are used for abutments, to keep in the earth-work at the sides of bridges.
8672. Then this is not part of the bridge itself? Oh! dear, no.
8673. You state that Mr. Quodling did not report to the contractor; was it Mr. Quodling's duty to report to the contractor? I should say so.
8674. How do you arrive at that conclusion? Why, I should say he was the party to find fault with, if the work was not done properly; that it was his duty to report to the contractor that certain works were not carried out according to specification.
8675. Do you know that he has not reported? I only have the word of the contractor himself.
8676. Do you think the contractor's word should be taken in opposition to that of the road overseer? The overseer never told me that he had. He told me he had spoken verbally, not that he had written officially.
8677. It is a matter of hearsay? Yes.
8678. You say that it was your duty to make out detailed accounts? Yes.
8679. Have you performed that duty? Yes.
8680. Did you take the measurements yourself? Yes, I took them myself.
8681. And give in a detailed account of all the works? Yes; here is my account of all the works from the first to the twelfth, and so on.
8682. Did Mr. Quodling accept those measurements? Those measurements I have sent to him regularly in my fortnightly or monthly reports.
8683. From your own experience, do you consider yourself a judge of Mr. Quodling's capability to perform his duties? Well, I have always considered Mr. Quodling a very clever young man at his business.
8684. But do you consider yourself qualified to give an opinion? I do.
8685. From your nine months experience? From my experience.
8686. Under Mr. Quodling? Under Mr. Quodling.
8687. You are qualified to give an opinion in reference to the capability of your superior officer to perform his duty? Yes.
8688. As to whether he is qualified to perform that duty? Yes, I certainly do. That is my full conviction.
8689. Did you measure the big cutting? I did, with Mr. Donaldson.
8690. Had you any buoys? We had no buoys; it was an approximate.
8691. Had you any bench marks? One bench mark.
8692. What do you call an approximate? That it was as near as it was possible to get it. A dozen persons might measure that, and perhaps each measurement would differ; there might be some three or four thousand cubic yards difference. It was only by guessing. Mr. Donaldson could only do it by his knowing the nature of the ground as it formerly stood. We had to guide ourselves by erecting poles, so as to make as nearly as possible the shape of the natural formation of the work.
8693. You were guided by the contractor's foreman, in that measurement for the Government? Yes.
8694. Did not that strike you as being irregular? It did; but I received instructions from Mr. Quodling to that effect.
8695. Were not your general instructions, according to what you said yourself, to make our detailed accounts? Yes.
8696. Was not that then part of your fixed instructions, without requiring definite instructions from Mr. Quodling on the subject? Previous to this, no measurements were required of that work. It was not necessary, as it was for a lump sum of money. It was never thought to be measured.
8697. For what purpose were those measurements taken? For Mr. Quodling. He said he wished to get a statement.
8698. A rough statement? He wanted to get a statement of the whole of the works. He wished me to go through the whole of the measurements, as he wished to make a statement to the Commissioner as early as possible.
8699. Do you know what that statement he wished to make to the Commissioner was? I do not.
8700. You do not know whether it was because Mr. Quodling wished to obtain an approximate value of the work done? I know nothing relative to that. He did not speak to me at the time. He merely asked me to forward to him a measurement of the whole of the works, as he wished to communicate with the Commissioner.
8701. Do you remember a letter asking Mr. Quodling to vouch for a certain amount of work or money to the contractor? I do not know about any letter he may have received; I only know the letter he requested me to vouch for which I have handed in.
8702. Did he state any reason for asking you to vouch for these? No.
8703. Did you vouch for them? I did not.
8704. Did you not sign a letter refusing to vouch for some particular work because Mr. Quodling had refused? Yes, in my letter of the 24th.
8705. Has this any allusion to that? Yes.
8706. You refused to vouch? I did.
8707. Because Mr. Quodling had refused? Not only because Mr. Quodling had refused, but also for my reason which I there stated.

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8708. What reason was that? The reason is there, if you notice, in my letter—that general letter of the 24th.
8709. You have got some papers there which you call a diary? Yes.
8710. What is the first date you have in that diary? Saturday, June 8th.
8711. How long was that after you took charge of the works? That is a long time before. I did not take those works till August.
8712. The Doughboy works? Yes.
8713. Did you keep a diary from the time of your first appointment under the Government? I did from the time of my first removal, when I left on June 8th, from Tamworth, to take Doughboy. Formerly I was at Tamworth. This is a diary I kept for my own convenience.
8714. You did not keep it for any special purpose? For no special purpose whatever, than to refer to any particular day if I thought proper to do so.
8715. Then what caused you to think there was anything “behind” or kept back by Mr. Quodling, because he kept a similar diary? I do not know that he kept a similar diary.
8716. I think you said that he made different memoranda? He used to make various memoranda.
8717. I understood you to say that it struck you that this was kept for some particular purpose? In going through the works he always took various notes. These notes I am confident were taken, because he used to refer to them in going through the works, and they agreed with mine. For instance, when we went through these works our notes were taken almost verbatim.
8718. Have you seen Mr. Quodling and Mr. Collett together on the works? On one occasion, yes.
8719. Was there any appearance of disrespect on the part of Mr. Quodling to Mr. Collett? There was a distance—an appearance of great distance between them.
8720. But was there any mark of disrespect shewn—did he treat him in any marked disrespectful manner? Not in my presence on that occasion; if he did I did not see anything of it.
8721. Did you hear Mr. Collett address any remarks to Mr. Quodling? I was not by. Although I was one of the party who went round, I was not constantly with him; therefore I could not tell.
8722. Have you heard Mr. Quodling make any contemptuous observations in reference to Mr. Collett? Privately I have, most decidedly.
8723. Has he ever given utterance to contemptuous expressions in reference to Mr. Collett, before the contractor or his agents? I have never heard him.
8724. Not to your knowledge? Not to my knowledge, before Mr. Collett or the contractor.
8725. Or any of the contractor's agents? Yes; I have heard him speak disrespectfully of Mr. Collett before Mr. Martindale's agent.
8726. Who was that agent? Mr. Donaldson.
8727. How long have you been in Sydney? Five weeks.
8728. How have you been employed during that time? In coming to the Assembly; I am in attendance every day.
8729. Where? At the office.
8730. Have you had frequent conversations, or have you had any conversation with Mr. Collett? I have been in conversation once or twice with Mr. Collett.
8731. Has this dispute formed the subject of conversation at any time? It did on one occasion.
8732. Relate as far as you can the conversation which took place? Our conversation was relative to my letter of the 24th.
8733. Relate what occurred, as far as you can remember? As far as I can remember I will do so. He was asking me relative to that letter.
8734. How did the conversation begin? Let me recollect a moment.
8735. Where did the first conversation between you and Mr. Collett take place with regard to this matter? The first conversation—
8736. With regard to the business that brought you to Sydney? Oh! the first conversation I had with Mr. Collett was on board the steamer, when I came down.
8737. From where? From Murrurundi—I took the mail.
8738. With whom? By myself.
8739. Where did you meet Mr. Collett? I saw him on board the steamer at Newcastle. I did not know that Mr. Collett would be on board the vessel.
8740. And then did Mr. Collett and you enter into conversation? Yes, I spoke to Mr. Collett.
8741. On what subject? In reference to the letter of the 24th; and he asked me plainly and distinctly whether I wrote that letter on my own responsibility.
8742. What did you say in reply? I told him Mr. Quodling was cognizant of it—that he was present at the time it was written, and that he supplied me with certain notes.
8743. Which you acknowledged to be correct? Which I acknowledged to be correct.
8744. Did you inform Mr. Collett of that? According to the information I had in reference to the specification.
8745. You adopted that letter? I adopted that letter.
8746. Did any further conversation take place in regard to that letter? Yes.
8747. What was it? Mr. Collett alluded to the metalling. He said that in my letter I stated that there was a clear deficiency of 1,016 cubic yards of metal which had not been supplied; and he said “how could you do that—you must have done it in ignorance, for the reason that there was only a certain quantity to be supplied—3,521 yards—and I thought “proper to substitute 2,800 yards of pitching, which if measured comes nearly to the
 “quantity

- “quantity of metal alone, independently of any other metal.” If you take the pitching—
8748. I am asking you with regard to the conversation you had together? I am alluding to it. Mr. O. L. Hannington.
8749. Mr. Collett used this argument with you? Yes; and I told him that if I had been aware that such was the fact I should not have written such a letter. 9 Jan., 1862.
8750. Did Mr. Collett converse with you and argue with you on the subject? No; it was a voluntary statement.
8751. You accepted the explanation? Yes, and it coincided with a conversation I had previously had with Mr. Martindale. I never dreamed that I should have seen Mr. Collett until I arrived here at the Office; but to convince myself after what I had heard from Mr. Martindale, I was determined to ask Mr. Collett about the matter. I found that the conversation I had with Mr. Martindale coincided with what Mr. Collett told me; and I had convincing proofs of it afterwards.
8752. Do you know of your own knowledge the difference between the price of pitching and broken metal? There is no difference in the price; one is 6s. 6d. and so is the other.
8753. You state that the pitching is 6s. 6d. per cubic yard? Yes.
8754. Do you know that of your own knowledge? I only heard it from the contractor.
8755. Which contractor? Mr. Martindale.
8756. Is he a good authority? I should say so, being the contractor, and having the schedule of prices.
8757. Have you seen it in the schedule of prices? I have not.
8758. Are you aware whether pitching is mentioned? Not at all. It was metal, I believe, in the first instance.
8759. Have you anything to guide you as to the relative value of a cubic yard of pitching and a cubic yard of broken metal of the same description? A cubic yard of pitching and a cubic yard of broken metal?
8760. Yes; of your own knowledge do you know the difference between the values of those two articles? We have always paid nearly the same price. It might have been 5s. 9d. or 6s.; 6s. 6d. is about the usual price for pitching.
8761. Do you know the description of stone that is broken into metal; is it the same stone that is used as pitching, and about the same sizes? It is about the same.
8762. So that pitching would be the rough stone before it is broken? Yes, the rough stone.
8763. What is the price of breaking that stone to the gauge required by the contract? The price at which it is supplied?
8764. No, what is the price paid for breaking the basalt? He supplies it broken; it is 6s. 6d.
8765. Is not the pitching the same stone that is broken into metal, of the gauge specified? Yes, some portion of it.
8766. Do you know the price that is paid for breaking that metal to the required gauge? I do not know what he is paying for it. It is supplied at 6s. 6d. the cubic yard of broken metal, or 6s. 6d. the cubic yard of pitching; they are both the same price.
8767. Has this basalt come from the cutting? Some portions of it.
8768. Are you aware that there is a clause in the specification which states that stones from the cuttings are to be piled in heaps, where directed by the overseer? Yes.
8769. Does not that form the pitching itself? No.
8770. Is the broken stone thus taken from the cuttings the pitching, previous to being placed on the road? No.
8771. What is that? It is only placing it in heaps ready for distribution.
8772. Is not that the stone used in pitching? Yes.
8773. It only requires putting in its place? In the road or in the pitching. Some portion of the road is not pitched.
8774. This broken stone is the property of the Government? It is the property of the contractor.
8775. Of the Government? It has to be placed in heaps for the use of the Government, and not to be used for any other purpose, at the will of the contractor—is not that according to the specification? What he has to do is to supply, we will say, 1,600 cubic yards of metal, to be placed on the roads in heaps.
8776. Will you look at this clause in the specification:—“Previous to making any of the side cuttings or embankments, or to forming the road surface where there is no cutting, if required, all the loose stones are to be removed and piled where directed, to be ultimately used as metal; where there are embankments in earth exceeding three feet in height, benches three and a half feet wide, and two feet deep, are to be cut on the side of the bank, as will be directed.” Have you observed that portion where the contractor has to lay the stones in heaps, to be ultimately used as metal, &c.? Those have been complied with.
8777. The contractor then broke these loose stones, and was paid 6s. 6d. per yard for breaking and spreading? Oh! no, that is different altogether. The metal which is supplied here is very different altogether.
8778. You state that basalt is taken from the cuttings? From portions of the cuttings.
8779. Which is, according to this specification, to be placed in heaps where directed by the Superintendent? Yes.
8780. To be used by the contractor as metal? Yes.
8781. The contractor would then have to break this stone to the gauge? Yes.
8782. For which he would receive 6s. 6d. per cubic yard? He has to supply 1,100 cubic yards.

- Mr. O. L. Hannington. 8783. And for this quantity he would be paid 6s. 6d. per yard? He would get it all from the cuttings.
- 9 Jan., 1862. 8784. Be pleased to answer my questions—you say that the basalt for the metal was obtained from the cuttings previously; if this rough stone is used as pitching, and pitched, that is, placed in blocks on the road, would not that be a saving of all the labour of breaking to the contractor? Yes, but there is not sufficient—
8785. Would that be a saving of all the labour of breaking to the contractor? Of pitching?
8786. As much of it as was used for pitching—it is a very simple question? I think there is a misunderstanding of the question altogether.
8787. If you will endeavour to understand it, it is very plain. I am asking the question from the specification, which you state you accepted as your guide? I beg your pardon, when I took possession of that work the whole of the stone was broken and laid in heaps.
8788. Was any of the pitching done at that time? Yes.
8789. Do you know whether the pitching was not formed by the stone which was thus preserved? I cannot say whether it was.
8790. In that case, if it was so, would it not be a clear gain to the contractor to the amount of the cost of breaking to gauge? He had to break this to the gauge; he must break it to the gauge.
8791. But a portion of the road being pitched instead of metalled—being formed of rough stone not broken to gauge—would it not be a saving to the contractor of the price of breaking? No, I do not think it would; I think even by the pitching he has lost.
8792. The pitching and metalling are not used on the same portion of the road? Yes, there is a certain portion of the metal over the pitching as well.
8793. A certain portion, but not the contract quantity? No.
8794. Not the contract depth? No.
8795. Mr. Collett has stated that where this pitching is used he had merely used shale for blinding? The shale is used for blinding afterwards.
8796. Will you be kind enough to confine your answer to this:—If the stone used as pitching had been obtained from the cuttings, and not broken to gauge but simply used as pitching, is not that a saving to the contractor of the price of breaking? It is a substitute for pitching.
8797. Never mind about it being a substitute; I am putting it to you as an abstract question? But it is just the same whether he supply pitching or metal.
8798. Leave the supplying out of the question, and answer my question as it is asked? I think it is the same.
8799. That the broken stone to be placed in heaps, at the order of the Superintendent, and afterwards merely hand-pitched by the contractor, is as expensive as the same stone broken to two and a half gauge and spread? Yes.
8800. And you state that it would be no gain to the contractor to use this metal which has been obtained from the cuttings and placed in heaps, as pitching, instead of breaking it to gauge and spreading it as per specification? Certainly it would be a gain if he did not break it up to the two and a half inch gauge, most decidedly.
8801. It would be a gain to the contractor? Of course it would; but what I contend is this, that he has to supply either pitching or metal at a certain gauge; he has got to supply 2,800 yards of one and 1,600 yards of another. There is nothing, I grant you, in the specification in reference to the pitching; that was an after arrangement, which the Commissioner thought proper to agree to—that pitching should be supplied instead of metalling. He supplies here a certain quantity of pitching in preference to all metal. He will supply 2,800 cubic yards of pitching and 1,600 cubic yards of metal, to be distributed in certain portions over that and over other portions. If you take the 2,800 yards, it will come to the quantity almost required.
8802. Will you tell me how many cubic yards of pitching it would require for a lineal yard of road of the width of the specification—how much would it require to pitch, say three lineal yards of the requisite width? 18 feet wide, I presume?
8803. Yes? And the pitching I suppose 9 feet 6 inches?
8804. Yes? It would be three and three-quarters cubic yards.
8805. And how many yards of broken metal would it require to make the specified thickness? I am alluding to the broken metal.
8806. Have you given the broken metal? No; it is pitching.
8807. What would be the quantity of broken metal for the same—9 inches depth at the crown and 6 inches at the ends? There is no difference at all.
8808. Then if the pitching is used without being broken to gauge, is not that a manifest saving to the contractor? The pitching requires much labour in the getting of it, and in bringing it in carts. You cannot always get it alongside; you have sometimes as much as three-quarters of a mile to bring your pitching.
8809. Did you state that there was a mile to go for this pitching? I have seen it necessary to go half a mile or three quarters of a mile to get stone for pitching.
8810. Did not you state that it was got from the cuttings? A certain portion of it; but you have to go half a mile sometimes—a quarter of a mile beyond the line, and then to bring it down the line half a mile.
8811. But would you not have to bring the broken metal the same distance? Of course.
8812. Then, as far as that is concerned, they are both equal—are they not equal in that respect? If they have to fetch it.
8813. By Mr. Lucas: Do they have to fetch it? Yes.
8814. By Mr. Dalgleish: Your objection would not be valid then, with regard to the bringing of it—would it be valid? No.

8815. Would it not be a direct saving to the contractor if he used this metal whole as pitching, instead of having it broken to gauge? No, I do not see that it would at all—not where he has to pitch it; he has either to fetch it a certain distance, or to have it broken in heaps there. Mr. O. L.
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8816. But you acknowledge that it is the same in both instances? Yes.
8817. Is it not then cheaper to lay the stone unbroken to gauge, than to break the stone and lay it afterwards? That is his loss.
8818. Whose loss? It is the contractor's loss; he takes it at the same price.
8819. Is it not a gain then if he uses the whole metal as pitching? Yes.
8820. A gain to the contractor? Yes.
8821. Are you capable of forming an estimate of the difference of price? I do not know the exact price he would pay.
8822. It is requisite to break this basalt into pieces similar to the size used for pitching, prior to its being broken to gauge? Yes.
8823. So that in that case the breaking to gauge is extra work? Yes.
8824. And you cannot give the Committee an estimate of the difference in the price between the two articles? I would not be certain as to the price exactly.
8825. Well, give us an approximation? Breaking, about 3s. 9d. to 4s.
8826. So that that would make a difference of 3s. 9d. a cubic yard between the pitching and the broken metal, which would be a clear gain to the contractor? I think I have given rather a low estimate—3s. 9d.; I think it is more than that, but I have told you that I am not positive as to the price.
8827. I presume 3d. is a considerable deal for a cubic yard of metal—is it not a good allowance? Yes.
8828. *By Mr. Markham:* Following up this inquiry—were there any basaltic cuttings on this particular portion? Only just the first portion of the cutting.
8829. There is a portion through basaltic rock? Yes.
8830. Now, with regard to this question of pitching and metalling, would not the smaller portions of the rock do for the metalling—I mean those portions which would not be capable of being used for pitching? Yes.
8831. Would the contractor have any advantage in that respect or otherwise? He would have an advantage I should say there, because he would not have it to break up.
8832. *By Mr. Dalgleish:* He would have a double advantage, would he not? He would have an advantage there.
8833. *By Mr. Markham:* A benefit would accrue to him? Yes, it would be less trouble of course to break.
8834. But supposing he had to cart large stones a considerable distance for pitching, he then, of course, when he could not take smaller ones would take larger ones? Yes, he would have to cart the large stones.
8835. With regard to the letter of the 26th October, I do not clearly understand that matter—did you mean to say that you had first made these memoranda yourself and that subsequently Mr. Quodling made suggestions to you? Yes.
8836. That you had made the memoranda first? Yes, we made our memoranda together; I went through with him.
8837. Did he suggest that you should make any memorandum or take the measurement? He did.
8838. Before? Yes.
8839. And afterwards he corrected it? Yes, and then he gave me that letter dated 20th October, which he delivered to me personally on the Saturday.
8840. But he first suggested to you that you should make the measurements? Yes.
8841. He then altered the memoranda you had made, by scratching out certain portions and interlining others? Yes, from which I wrote that report which you see.
8842. Was this subsequent or previous to the resignation of Mr. Quodling? That was written previous to his resignation.
8843. He had not resigned at the time? I do not know whether he had resigned or not then.
8844. Are you aware of the date on which Mr. Quodling resigned? I am not. I never saw that letter; I got no account of it.
8845. With regard to these bridges:—You state as a reason why the quantity of spikes mentioned in the specification had not been put in, that the slabs were narrow? Yes, that was the reason. I spoke to Mr. Martindale relative to that, and he said there was not room to put in two spikes.
8846. And I think I understood you to state that the slabs being narrow were no detriment to the bridge? Yes.
8847. Would it be possible, considering the narrowness of the slabs—it requiring two to make the width of one—for the same weight or quantity of iron to be consumed in the bridge as if the slabs were broader—would it be possible to use the same number of spikes, or would it amount nearly to it? I should not think there would be any great difference if you took the two slabs and put in one here and the other there.
8848. I understood you also to state that at Tanworth Mr. Quodling asked you to give him up your books and measurements? Yes.
8849. And at the same time requested you not to afford the Commissioner any information whatever? He did.
8850. Was that subsequent to or before his resignation? It was before his resignation.
8851. Had you any reason to believe, or did he tell you, that he was about to resign? Yes.
8852. Was it in consequence of any conversation to that effect that he endeavoured to induce

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induce you to give up your books and measurements to him? He wished the Commissioner to be kept perfectly in the dark as to any measurements of mine.

8853. And he wished you to put him in possession of them? He said, "If the Commissioner asks you to give up the books, say that I have got them and will not give them up to you"; but I would not do it.

8854. I understood you to say that Mr. Quodling had spoken disrespectfully of Mr. Collett in the presence of the contractor's foreman or agents? Yes, several times in my presence. I could not say the exact words he uttered, but he used disrespectful language.

8855. Did you ever hear him speak in such a manner of the men upon the road? No; I never heard him say much in reference to the men. He is rather hasty in temper, but soon over, and so on.

8856. When you last saw the works on the Doughboy Diversion, were they proceeding satisfactorily? Yes, satisfactorily.

8857. Have you any reason to believe that the works have been since completed? I have.

8858. *By Mr. Lucas*: Did I understand you to say that they are since completed—that they are now completed? I understand that they are now completed.

8859. *By Mr. Dalgleish*: Do you know that of your own knowledge? I do not. I have not been there. I only know from persons writing to me in reference to the matter—from private information that I have received.

8860. *By Mr. Markham*: Was there a bridge called the Hannington Bridge under your charge? Yes.

8861. Do you know whether Mr. Collett ever condemned the approach to that bridge? Yes, a first-class culvert was condemned.

8862. Who laid that bridge out? It was laid out by Mr. Bayley.

8863. And the approach to it? The northern approaches to the culvert.

8864. But the northern approach to the Hannington Bridge, who laid that out? It was laid out by Mr. Quodling, I believe. If it was not laid out by him it was laid out under his superintendence.

8865. I think you also stated that you were appointed on Mr. Quodling's recommendation? Yes.

8866. Have you any reason to believe that any statements made to you by Mr. Quodling have led you astray with regard to the works at the Doughboy Diversion, either directly or indirectly? I have.

8867. You are under the impression that statements made by him to you were calculated to lead you astray? Undoubtedly. Had I been acquainted with the matter in the manner in which I am now acquainted with it, I certainly should not have written that report; I could not have done it conscientiously. I do not know whether he knew it or not; but, were I Superintendent, I should feel it my duty to make myself thoroughly acquainted with the work to be done. I had no other means of getting the information but through Mr. Quodling.

8868. *By Mr. Dalgleish*: I thought you stated that you had a copy of the specification? I grant you; but that specification, according to previous arrangement, was done away with, and other things were substituted.

8869. *By Mr. Lucas*: By whom? I understand by Mr. Collett.

8870. *By Mr. Markham*: Have you any idea whether the 1,200 cubic yards of metal were passed and paid for, or otherwise, by Mr. Quodling previous to your coming? I do not know.

8871. You are not aware? I know nothing as to any payments there.

8872. Have you made any statement as to any quantity required to finish? Yes; I have got it here in my books.

8873. How did you know whether any quantity had been measured and paid for before? I understood that there was a certain quantity to be done. That is, I was led to suppose that there were 2,600 yards of metal and 2,800 yards of pitching to be done, and of course I made my calculations upon that. You will find in my letter of the 24th, that I stated that there were 1,016 cubic yards of metal not yet broken to make up the quantity required—that we were that quantity deficient at that time.

8874. What quantity did the specification state? The specification?

8875. Yes; what was the quantity? 3,521 yards.

8876. You also made a statement to the effect that when Mr. Quodling visited these portions of the works he invariably passed over them in a hurry—that he never spent (I think you stated) more than twenty or forty minutes on them? He rode through the works as quickly as possible, and would say "Oh! don't shew me the disgusting works." He would have nothing to do with them.

8877. He did not appear to approve of them? No.

8878. *By Mr. Dangar*: When Mr. Collett visited these works did he pass over them very quick as well? No; the only occasion I was with Mr. Collett on the works he went on them at eleven and did not leave until four o'clock.

8879. Did you ever see Mr. Brown there? On some occasions with Mr. Collett.

8880. Does not he pass up and down very quick? I have nothing to do with him; he is in another district.

8881. Are you a surveyor by profession? No.

8882. You of course could measure the works? Yes.

8883. If Mr. Quodling stated that he instructed you, is that true—could you measure works before you joined Mr. Quodling? Mr. Quodling never measured any works with me whatever.

8884. Did he ever instruct you? No; he never measured a work with me the whole time I have been with him. He never measured a single work.

8885.

8885. You spoke of Mr. Quodling's strictness? Most decidedly I did.
8886. Do you not think that he has a right to see that those men do their duty? Certainly I do.
8887. Are you aware that some overseers and Superintendents are very careless in seeing the men do perform their duty? They may be; but out of my own district I have little opportunity of judging of others.
8888. It is nothing unusual for anyone to say that a master was strict or that he was a hard master—it does not imply that Mr. Quodling was incompetent? Not at all.
8889. And those day labourers were the only ones who spoke against Mr. Quodling? I have not said that anyone spoke against him.
8890. You said he was strict? Yes; and very likely they might think he was harsh, so far as that is concerned; but I could not say a word against any man for being strict in his duty.
8891. Have you a German employed on your line from Doughboy to Goonoo Goonoo with a team occasionally, or since you have been stationed there? If you could tell me his name.
8892. I do not know his name, but he is a German, that has a bullock team of his own? I do not know. Would you know the name if I were to mention it—Pounds, Walsh, Burk, and Barnes?
8893. The party I allude to is in Mr. Newcome's employ? Was it Alderson? They are the only men I have had.
8894. Do you employ his bullock team or a German's bullock team? No.
8895. *By Mr. Lucas:* I think you have already told us the difference between the value of pitched and broken metal? Yes.
8896. Which has to be drawn the furthest, the pitched or the broken metal? I think they have to be brought about an equal distance.
8897. About an equal distance? Yes.
8898. With reference to that letter, you say that some alterations were made in it? Yes, there are erasures and additions.
8899. Are the contents true, generally speaking? Oh! yes.
8900. With reference to the slabs, you say the slabs were narrow—what is your idea of the proper width of a slab? I think myself that slabs about 6 inches are quite wide enough.
8901. Do you not think it is necessary to put two spikes in each? I do not see that you have room; you would split the surface if you put two in.
8902. I am speaking of them as if they were properly put in? I think one would be quite sufficient.
8903. Have you any experience as to the qualities of Colonial timber? My experience in that respect is not great.
8904. Are you aware that if you cut a slab 6 inches wide the sun makes it curl up at the edges, supposing that you have one spike in the centre? If you put a spike in?
8905. Yes. Is it not necessary in a house, in floors, where the boards are 5 inches wide, to put a nail on each side, and particularly at the ends? Yes.
8906. And do you not think it requires this precaution much more when the sun shines on the floor? But with the bolts and spikes I do not think the sun would affect it.
8907. But still you have had no experience in such matters? No, I am only giving my opinion.
8908. You think 6-inch slabs a proper width? I think so.
8909. Suppose you were drawing out a specification, what width would you give? If I were to have two bolts, I should say 9 inches; but if I had only one, I should say 6 inches.
8910. Are you aware that two bolts are mentioned in the specification? You will see the specification; I mention it there.
8911. How did you happen to come to Sydney on this occasion? I received a telegram from the Commissioner.
8912. You said in reference to that letter, that if you had known as much when you wrote it as you do now, you would not have sent it to Mr. Quodling? Yes.
8913. How long is it since you left the roads? I left on the 30th November.
8914. And what opportunity had you of gaining experience between the time of signing that letter and the time you left? From a conversation I had with Mr. Martindale previous to my coming to Sydney, and that information being confirmed by the Commissioner, I was put in possession of information which had I known previous to the writing of that letter, I should not have written it.
8915. With reference to your experience as to the completion of the work, I understood you to say, that if you had had the same experience then as now, you would not have signed that letter? I could not have done so.
8916. You said that the only time Mr. Collett was on the road with you, he went down about eleven o'clock and remained till four—when was that—will you tell me the date, if you please? June 26th.
8917. I should just like to ask you one question with regard to measurement—it is said you are not competent to measure—suppose a heap of stones 40 feet 6 inches long, 9 feet wide, and 1 foot 6 inches deep—how many cubic yards would that contain? That would be 20 cubic yards—6' 9.
8918. *By Mr. Dalgleish:* Is that (*memorandum book*) the original diary, or is it a fair copy? These are my reports—the original of my reports.
8919. And that is the original diary? It is the original diary.
8920. That you have kept from day to day? Yes.

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APPENDIX.

Mr. O. L.
Hannington.

(No. 61-1437.)

9 Jan., 1862.

Department of Public Works,
Road Branch,

30 October, 1861.

Sir,

I am directed by the Commissioner to request you to send in weekly reports of the works now being carried out on the Northern Road, between Doughboy and Tamworth, and also the necessary vouchers for payment, until Mr. Quodling's successor is appointed.

I have, &c.,

S. G. SHAIRP,
Chief Clerk.Mr. O. Hannington,
Tamworth.

FRIDAY, 10 JANUARY, 1862.

Present:—

MR. ARNOLD,
MR. DALGLEISH,
MR. DANGAR,MR. DICK,
MR. HOSKINS,
MR. LUCAS,

MR. MARKHAM.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

John Rae, Esq., called in and further examined:—

John Rae,
Esq.

10 Jan., 1862.

8921. *By the Chairman:* Will you be kind enough to hand in the documents to which reference was made in your evidence of yesterday? I now hand them in. The first document I hand in is a letter of 17 September, 1857, from the Commissioner to Mr. Collett (*vide Separate Appendix B 1*), complaining of his having exceeded his powers, and pointing out to him what his duty was. In this letter Captain Martindale states that the Roads constitute an integral part of the Railway Department under the Commissioner. No. 2 is a letter dated 30th October, 1857, from the Commissioner to Mr. Collett (*vide Separate Appendix B 2*), stating that renewed complaints had been received by the Colonial Secretary, about the roads under Mr. Collett's management, and that if he was either unwilling or unable to abide by his instructions, it would be necessary to remove him from his appointment. The next in date is an extract from a letter of the 14th January, 1859, from the Secretary for Lands and Works to the Commissioner (*vide Separate Appendix B 3*), expressing dissatisfaction at the accounts given of the manner in which Mr. Collett performed his duties, and requesting that his, the Secretary's, opinion might be taken before deciding upon any general plan of road management. This letter is very strongly in favour of Mr. Collett. The next letter is one of the 14th July, 1859, (*vide Separate Appendix B 4*), in which the Commissioner reprimands Mr. Collett for neglecting his duty, and threatens to bring his conduct under the notice of the Secretary for Lands and Works. The next is a letter of the 15th July, 1859, from the Commissioner to the Secretary for Lands and Works (*vide Separate Appendix B 5*), bringing Mr. Collett's conduct under the notice of the Secretary. No. 6 is the only other letter I find bearing on this question. It is dated 10th November, 1859, from Captain Martindale, as Under Secretary for Works, to Mr. Collett (*vide Separate Appendix B 6*), informing him that the Government will allow him another trial—this was in Mr. Secretary Eagar's time—but expressing great dissatisfaction at his conduct. This, I think, gives the whole history of the matter, and is the only correspondence essential to its elucidation.

8922. Should Mr. Collett think himself injured by any of the other correspondence being omitted, you will have no objection, I presume, to produce it? None in the least; but this is all that is material, and to produce the other letters would only be unnecessarily clogging up your Appendices.

8923. The Committee are quite willing to accept your assertion that all the correspondence which you consider bears upon the case has been produced? Exactly. I was asked the question yesterday, whether all this correspondence had reference to the same case, or whether it related to different cases. As far as I can gather from the correspondence, which ranged over a long period, it all has reference to the same case. It was kept hanging on year after year without decision, and was left by Mr. Secretary Robertson, when the Cowper Ministry resigned office, as a legacy to his successor; and it was only acted upon by Mr. Secretary Eagar soon after he came into office.

8924. And it is your impression that it is all one case? Yes, I believe it to be only one case that has been going on, without decision, from the date of the first of these letters until 1859.

W. R. Collett, Esq., called in and further examined:—

W. R. Collett,
Esq.

10 Jan., 1862.

8925. *By the Chairman:* Any statement that you may now wish to make, the Committee are willing to receive? I have only this statement to make, that the Committee promised that, as certain charges had been made against me, I should have a full opportunity of answering them, and that no evidence should be given to which I should not have an opportunity of replying. I have therefore to request that mine may be the last evidence taken.

Mr.

Mr. Robert Quodling called in and re-examined :—

Mr. Robert
Quodling.

10 Jan., 1862.

8926. *By the Chairman:* Mr. Quodling, the Committee understand that you wish to make a statement in regard to your bank account, and they have decided that you shall have an opportunity of doing so; your evidence, however, must be confined to this one point. If you think your character has been unfairly assailed in this matter, the Committee now give you an opportunity of clearing up this point? It has been stated in evidence that several of my cheques have been dishonored, and I wish to explain to the Committee how this has occurred, in order to justify myself from the charge made against me. When I left Tamworth I came away very hurriedly, without having had time to go through my account with the bank at Tamworth. This whole matter has arisen from my private and my public account in this bank having become confused and mixed up with each other. Cheques have been charged to my public account that were drawn on my private account, and *vice versa*. In this way it is that the misunderstanding has arisen. I requested the Manager of the bank to make up my account, but I have only got that account within the last few days. It was not made up when I left, and had not been made up from the 1st January, 1861, to the time I left, and therefore I did not know how my public account stood. I believed that there were plenty of funds to my public account to meet the cheques I drew against it; and so there would have been if the two accounts had not got confused. With reference to the statement made that cheques of mine on the public service are now out with no funds in the bank to meet them, that is altogether false; it is made for the purpose of injuring me with the Committee, and nothing else. The matter only requires explanation to shew there is no foundation for what is said about me. The banker has stated that he has received a letter from the head Office in Sydney, wherein he is requested by the Commissioner of Roads to send down a copy of my account to Sydney. He wrote in reply, furnishing the account demanded, and stating that the matter would require some explanation from me before it could be properly understood. That explanation they have never asked for, but instead of that, they go about making charges against me and blackening my character. Mr. Hawkins told me that he met Mr. Collett at Singleton, and that the first thing Mr. Collett asked was whether he had not had a cheque of mine dishonored. He told Mr. Collett he had, and then Mr. Collett directed him to write a letter to the head Office in Sydney, stating this; and he even dictated to him the letter that he was to write. This will shew the sort of thing that I have to stand.
8927. Do you know this of your own knowledge? Mr. Hawkins told me of it himself.
8928. Mr. Hawkins then will speak to the point if it be necessary? I only mention it to shew the feeling against me.
8929. Then during the time you were up at Tamworth, it never occurred but that all cheques drawn by you on account of Government work were duly honored? No, never such a thing happened; and this would not have happened if I had been up there.
8930. And this confusion in your accounts—between your public accounts and your private accounts—is the sole reason why these cheques have not been met? Yes;—by my private account and my public account having become mixed.
8931. It has originated then in an error on the part of the bank? No; not on the part of the bank. It has arisen from an error of my own, in going away so hurriedly without first balancing my account with the bank.
8932. *By Mr. Dick:* It has not arisen from an error in the bank? I say not.
8933. Are there funds in the bank to meet these cheques? There are.
8934. Placed there lately? I do not say when they were placed there.
8935. And it has arisen from your public and your private accounts being mixed? Yes; cheques on my public account have been charged to my private account and *vice versa*. This has led to the confusion; but any cheques of mine that are out will be paid.
8936. What book is that you have in your hand? My bank book.
8937. Does it contain your public or your private account? Both.
8938. Both in the one book? Yes.
8939. You say that cheques on your public account have been paid out of your private account—do you ever pay in public moneys to your private account? No. I have two accounts, but as I have said, they got confused, and cheques were paid out of my public account that ought to have been paid out of private account. As to any fraudulent dishonesty, such as you imply, I beg altogether to deny your statement.
8940. You misunderstand me—I am in no way charging you with fraud or dishonesty. I only ask you a question in reference to the manner in which you keep your accounts. It is of very great importance to know how parties holding situations of confidence, and entrusted with the expenditure of large sums of money, perform their duties and keep their accounts. That is my reason for asking you about your accounts, and whether you kept your private account distinct from your public one? I had two accounts, but when I came away so hurriedly, the two got confused.
8941. How is the money entrusted to you by Government remitted to you—by draft? I believe it is.
8942. In what way—is it sent to you direct, or paid in to your credit? It is paid in to my credit.
8943. How is your salary remitted to you? It is paid in to my credit, in the same way as any other account.
8944. In the same way as the funds, with the disposal of which you are entrusted by the Government? Yes.
8945. You are entrusted, I believe, with the money for paying the maintenance men? Yes.
8946. The amount is placed to your credit in the bank? Yes.—

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8947. And you draw cheques against it to pay the men? Yes.
8948. So that until you draw against it, the sum remains, or ought to remain in the bank? Yes, and it would have been there only for my two accounts having got confused.
8949. Is it not your custom to draw your salary separately, and to place it to your private account? No; I receive the money in one amount.
8950. Then the money you receive to expend for the Government, and your salary, remain in the bank in one amount? Yes, they do; but then I had other amounts.
8951. But if the two were kept in one amount in the bank, how could they become mixed? I say that I had two accounts in the bank. You must allow me to have an account of sums that I receive, besides those I get from the Government.
8952. Have you two bank books? No.
8953. Have you two cheque books? No.
8954. How do you distinguish the cheques drawn upon one account, from those drawn upon the other? I had a distinguishing mark on them; but the banker made a mistake about it, and that was how the confusion first arose.
8955. You had a private mark? Yes.
8956. Was this mark known to the teller? Yes.
8957. Was it made by arrangement between you and the bank? Yes.
8958. What was the mark? I altered it two or three times. I had different marks.
8959. What were they—tell us some of them? I had a letter with a number, 1 A, 2 A; but then they got confused.
8960. You told the bank about this marking of the cheques? Yes.
8961. Who did you tell—Mr. Roberts? No, Mr. Bushby.
8962. Did you ever write on your cheques, "On account of the Public Service?" No.
8963. Was the peculiar mark such a one as a stranger, myself for instance, would have been able to recognize, and to have told whether it was given on your public or your private account? I do not know.
8964. What was your general practice in regard to these cheques? I had no rule at all. I kept two accounts at the bank, and every amount paid in to my public account I can shew receipts for.
8965. You believe that the mistake occurred because of your going away? Yes, it was my error, in the hurry of going away from Tamworth.
8966. What error? That the accounts were confused. I went away in a hurry, without getting my account made up, and it had not been made up from the January previous until the time I came away.
8967. Do you keep any other books beside your bank book, to shew the payments you have made, either on public or private account? No.
8968. Do you make any return to the head Office in Sydney, of the mode in which you have expended the money entrusted to you? I get vouchers for all the money I pay away, and I send these down to Sydney.
8969. You do not make any periodical returns—quarterly or monthly? No, only sending the vouchers.
8970. Is it not one of the regulations that you should send in periodical returns of your disbursements of public money? I do not know that it is. I have never seen such a regulation. I send down the vouchers, and that is return enough.
8971. Have you ever done so? What—sent in returns?—I do not recollect.
8972. Did you ever receive instructions to make periodical returns? I do not know what returns I could make. There are the vouchers for the money paid. They are sent down regularly, and they should be sufficient.
8973. How much money do the Government place at your disposal for expenditure in the course of a year? It is difficult to say.
8974. In round numbers—is it £500? Considerably more than that.
8975. Is it £1,000? What is the use of asking such questions; you might go on rambling about in that way for any time. By adding up the amounts in the book you could see.
8976. It is not my question that is rambling, but your answer. If you would only answer me properly I should not be necessitated to adopt this style of questioning,—how much, including your salary, is annually placed to your credit in the bank by the Government? I cannot say without adding up the book.
8977. Perhaps you will be good enough to add it up and let me know the total? If you want the total you had better add it up yourself.
8978. Have you any objection to my seeing your bank book? I do not know why you should go into my private affairs.
8979. Have you any objection? No, I have not. I did not wish to go into all the matters. I only wished to shew how the mistake had arisen, and that any cheques of mine will be honored.
8980. Will you hand it to me then? I do not think I ought to let you go into my private affairs.
8981. You refuse then? Yes, I refuse.
8982. *By Mr. Hoskins*: Was that book supplied to you by the Government? No; I got it at the bank.
8983. Did the Government pay for it? No; I paid for it myself.
8984. *By Mr. Dick*: Are you quite sure that you paid for it yourself? Yes.
8985. Quite certain? Yes.
8986. Where did you pay for it? At Tamworth.
8987. In what way—in cash? Yes.
8988. Is it the custom of the bank to charge for the account book? Yes.
- 8989.

8989. *By Mr. Hoskins*: You are sure that Government did not supply the book? Yes, quite sure. Mr. Robert Quodling.
8990. And that you paid for it yourself? Yes.
8991. And got it at the bank? Yes. 10 Jan., 1862.
8992. *By Mr. Dick*: Let me ask you again, did you pay for it? I did—at least I believe I did. You do not want me to —
8993. I want nothing except to test your recollection; you seem to lay credit to having a very good memory in some matters, and I wish to see if it is as good in all. Are you aware that there is a regulation of the Government service, that no officer of the Government, entrusted with the expenditure of public money, shall keep his public and his private account together? No, I am not aware.
8994. Have you ever made any return to the Government of the amounts expended by you on Government account, except by remitting these vouchers? I do not recollect. I do not know what you want with any return beyond these vouchers.
8995. I ask you if you have ever made such returns? I do not recollect.
8996. Can you tell me how much Government money was entrusted to you to expend during last year? No, I cannot.
8997. Not from the book you have in your hand, or from papers in your possession? I could from documents that I have; from the vouchers for every payment.
8998. Does the amount appear in your bank book? Yes.
8999. Have you paid in to your account at the bank any moneys besides those which you have received from the Government? Yes.
9000. Money procured from private sources? Yes.
9001. Then, as I understand you, you have no other book besides this bank book, shewing the receipt of moneys from the Government, and the payments made on account of those receipts? No; I never gave any receipts.
9002. You misunderstand me; what I ask is, whether you have any book shewing the amount of money you have received from the Government, except this bank book? No.
9003. And that book includes the amount received for your salary, as well as amounts received from other sources on your own private account; and all these several sums have been paid into the Bank of New South Wales, to one account? Yes.
9004. Then, when you drew cheques upon this amount, you made a private mark, known to you and the teller, to distinguish whether the cheque was drawn on public or on private account? Yes, sometimes I did.
9005. Which private mark was understood by the bank? Not always; but they made an error at first, through my not telling properly how I numbered the cheques. I used to change the marks, and sometimes when I was away on the road I would forget the last number, and then I would take a new mark.
9006. But what could possibly be the use of numbering and marking the cheques when there was only one account to draw against? I have told you repeatedly there were two accounts.
9007. Did the bank keep the accounts in the ledger? I do not know what the bank kept.
9008. Did they keep a separate account for your private and your public cheques? Yes, they did.
9009. Did the bank keep in their ledger the account that you ought to have kept and furnished to the Government? I had no account to furnish to the Government.
9010. Is it not your duty to keep an account of the moneys you receive and expend on behalf of the Government? What do I want with an account?—I have the vouchers.
9011. You are satisfied with them? That is sufficient for me; if I shew how the money sent to me is paid, that is all I care about.
9012. We do not want to know what you care about—just answer my questions, and give us facts. When we have the facts we can draw our own inferences from them. You say that your cheques have not been honored on account of some error—what error do you allude to—were there funds in the bank to meet them? I believe there was.
9013. Will you swear that there was? I would not swear to it positively until I had gone through the accounts. This is what I want to do. I have been wanting, for weeks past, to go up to Tamworth and check my accounts. In fact, I have arranged to go to-night by the steamer if I can get away.
9014. Have cheques drawn by you on account of the public service been dishonored? I have heard that they have been.
9015. Who told you? I heard Mr. Collett state so before this Committee.
9016. Have you heard it from any other source? Yes, I did hear it from another person.
9017. Who from? From Mr. Hawkins.
9018. Is he one of the parties who holds dishonored cheques of yours? He is.
9019. What did he tell you? He told me that he had met Mr. Collett at Singleton, and that Mr. Collett had asked him if he held a dishonored cheque of mine. He replied that he did, and then Mr. Collett requested him to write to him at the head Office about it.
9020. What did Mr. Hawkins say to that? He said he would not do so, as nothing of the kind had ever occurred before; that my cheques had always been regularly met; and that he knew that this had only arisen from some error.
9021. And the error consists in your having drawn too much money? No. Sums that I expected to have paid into my private account were not paid as I expected; and then cheques on my private account were charged to my public account. This and certain sums that I expected to be paid to my private account not being paid, caused the mistake. It is a matter that I could easily explain when I had the account before me.
9022. Cheques drawn on your private account have been charged to your public account? Yes. 9023.

- Mr. Robert Quodling. 9023. And that you say has been the cause of the mistake? Yes.
- 10 Jan., 1862. 9024. Then, I suppose there was plenty of money to your private account to pay them, only they were wrongly charged? I believe so.
9025. You believe so? Yes.
9026. Can you not speak positively? No, I cannot.
9027. Not from your bank book? No, because I had not had it made up for some time.
9028. Since when? Since January of last year.
9029. Having only one bank book, how can you tell from that how much you have drawn on private account and how much on public account? I can tell by the cheques; and then I have the vouchers to guide me. I had a voucher for every penny of Government money that I paid away.
9030. Then by going through the cheques, and taking out those which you know to have been given on public account, you arrive at the amount you have paid for the Government? It is not necessary to do all that.
9031. Seeing that you do not obey the instructions in regard to keeping your private and public accounts separate, and that you keep no accounts of your own, I can see no other way of doing it? I have no instructions about my bank accounts. I do not want to keep any accounts, because if I produce the vouchers for the money paid that is all I want.
9032. If you keep no separate bank account, and sent in no returns, how did you account to the Government for the money entrusted to you to expend? By the vouchers I sent in. They contained a receipt from the parties for the money paid to them.
9033. And those vouchers you sent down to the head Office in Sydney? Yes.
9034. How long after you received them—immediately they were paid? Yes, sometimes; sometimes I kept them for a time until I could send down a lot together.
9035. How often did you send these down—once a month, once a quarter, or how? I cannot say positively. I may have one or two vouchers only, and then I would keep them till I got twenty or so. I sent them down in lots together, so that they might not be lost in the Office.
9036. How often was this—once a month? Yes, generally.
9037. On specified days? No, not at any specified time, only when I considered I had enough to send down.
9038. Was anything ever said to you about the desirability of sending in regular accounts? Yes; there was some circular sent round to all the officers of the Road Branch, recommending the advisability of shewing the balances unexpended on different portions of work entrusted to them.
9039. You have said that you have not had your bank-book made up since last January? No; not until after I came away from Tamworth.
9040. Your bank book not being made up, how is it you know how much you have drawn on your private account, when you have nothing to guide you? I had something to guide me.
9041. What? I had my own memos. to guide me.
9042. What do you call your memos.? Private memos. I made when I paid money away. I had them.
9043. Of what character were they? I do not know what character they were, but they were sufficient to guide me.
9044. That is as regards your private account—will you tell me how you kept that? I always knew what amount the Government paid to my credit, and then I knew what I drew against it.
9045. How did you know? I could always tell.
9046. But how? It was a very easy thing; I could always tell.
9047. How;—did you guess at it? No, I had my own documents, my notes to guide me.
9048. You kept notes of them? Yes.
9049. What kind of notes? I decline to tell you.
9050. Were they something of this kind—"Paid so and so, so much";—did you put down an entry like that? Yes, generally.
9051. You might just as well have told me that at first. Up to what date is your bank book made up now? Up to January.
9052. It has not been made up since? No.
9053. In whose possession has it been ever since? In my possession.
9054. How long is it since you have been in your present position as road overseer? Some considerable time.
9055. How long? A pretty long time.
9056. Two, three, or four years? I have not the dates, and I cannot say exactly how long.
9057. Do you mean to say that you cannot tell the day on which you were appointed? I do not recollect. I could not tell you from memory.
9058. Was it two years ago? No; not quite two years.
9059. Was it eighteen months ago? Somewhere about that time.
9060. Will you tell us the amount of money that has been entrusted to you to expend during that period—during the eighteen months you have been road overseer? No, I cannot tell you from memory.
9061. You cannot tell from memory? No.
9062. Nor yet from your bank book, because that you say is not made up? No.
9063. Nor yet from any books, because you say you kept none? No.
9064. How then would you find out? From the documents sent in to the Government shewing the amounts that have been paid in.

9065. And that is the only way you can tell? Yes.
9066. Then I ask you whether, at the time you gave these cheques that have been dishonored, on account of the public service, there were funds there either to your public or your private account, sufficient to take them up? Yes, I believed there was.
9067. You believed there was? Yes.
9068. That was at the time you gave the cheques? Yes.
9069. You believe now, I suppose, that there was not? There is money to my credit now to take them up.
9070. There are funds to meet these cheques now? Yes.
9071. Have you paid any money in to your credit in the Tamworth Bank lately? I do not say whether I have paid anything in or not. That is entirely my own private affair; I am not in the public service now.
9072. Then, as a matter of fact, money has been paid into your private account since you left the Government service? Yes.
9073. Have these cheques been paid since they were first talked of as having been dishonored? I cannot say. I do not know that they have been dishonored. I do not even know that they have been presented.
9074. I think I understood you to say that you had no objection to shew me your bank book? I decline to shew it. I do not see what you want with my private affairs. I only meant to state to the Committee, in answer to the charge made against me by Mr. Collett, that any cheques of mine, if they are presented at the bank, will be paid; and that if they have been dishonored it has been only through this error. I am going up to Tamworth now, and intend to go by the steamer this evening, to go through the whole accounts with the banker. I believe that there is some error in my private account, and that I ought to have a large balance to my credit. The banker himself says that they require looking into, because when he sent down to the Government a statement of my account with the bank, he stated to them that some explanation was necessary on my part, as the account was so confused.
9075. Did you ever instruct Mr. Roberts, the Manager of the Tamworth Bank, to open an account, to be called "The Northern Road New Account"? Mr. Roberts is such a strange banker that I scarcely recollect what I instructed him to do; but Mr. Bolton recollects perfectly the instructions I gave him. I have only to bring the thing to his mind, and he will know what took place. Everything that is wrong I will rectify when I go up.
9076. Then, because Mr. Roberts is a strange banker, you do not recollect what instructions you gave him? No; not because he is a strange banker, but because the accounts have been so mixed up. They are so confused now that it would puzzle a lawyer to make head or tail of them.
9077. Did you pay in to the Tamworth Branch of the Bank of New South Wales, or did anybody else, in your behalf, pay on the 4th October, £24 5s. to the credit of the Northern Road new account? I do not recollect; but that document you are referring to is of no use unless you have my private account, and my explanations with it.
9078. Did you authorize Mr. Roberts to transfer a balance that stood to the credit of your private account to the credit of the Northern Road new account? I do not recollect. I know that when I came to look into my two accounts they were so mingled together that I told him to make them out in one. They were so confused that it was impossible to make them out separately.
9079. You do not recollect whether you told Mr. Roberts to transfer this balance to the Northern Road account? I know that I told him to make the accounts in one.
9080. Have you seen Mr. Roberts frequently since your resignation? No.
9081. Have you seen him? No; not at all.
9082. Did you, on the 12th November, pay in £50 to the credit of the Northern Road account? Yes, I think I did.
9083. But you are not sure about it? Well, perhaps I did.
9084. Do you know a person named Gill? Yes.
9085. He is the mail contractor? Yes.
9086. Did he lend you £40? No.
9087. He paid in £40 to your credit in the Tamworth Bank? He may have done so.
9088. What did he pay you this money for? That is my business—not yours.
9089. However, he did pay that amount in to your account? Yes, he did.
9090. By your direction? I decline to answer that.
9091. Have you any private income beyond the sum you receive from the Government—any income besides your pay as road overseer? I decline to answer that question.
9092. During the time you have been in the Government service have you been engaged in any other occupation or business, whereby you have been able to add to the amount you received from the Government, by way of pay? I decline to answer that question.
9093. You decline to answer me? Yes.
9094. And why—on what grounds? Because the question does not bear upon the case at all.
9095. *By Mr. Hoskins:* I think it does, and I think that it is a question that for your own sake you ought to answer? What business has he with my private affairs?
9096. *By Mr. Dick:* Then you decline to inform us whether ———? Yes, I decline.
9097. What do you decline? I ask if I am to be questioned in this way. I am not in a Police Court?
9098. Perhaps you will wait until I have put my question before you take upon yourself to answer? I shall do nothing of the sort; I shall answer as I think proper; I am not in a Police Court.

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9099. Will you tell the Committee why, or on what account, you received these £40 from Gill? I will do nothing of the sort.
9100. However, he did pay in £40 to your credit in the Tamworth Branch of the Bank of New South Wales? He did pay it.
9101. And that was on the 20th November? I cannot tell the date.
9102. However, you know that it was since the date of your resignation? I cannot tell.
9103. Do you know a person named Bennett? I do.
9104. Did he pay in £10 to your credit in the Tamworth Branch? Yes, I believe he did.
9105. Was that since the date of your resignation? I cannot tell, but I think it was.
9106. Will you state to the Committee on what account that money was paid to you? No, I will not.
9107. You have an objection to mentioning on what account it was paid? It is not that, but I do not see that you have business to enter into my private affairs.
9108. Then you decline to tell us? Yes, I do.
9109. Did William Coghlan pay in £1 5s. to your credit in the Tamworth Branch? He did.
9110. Since your resignation? Yes, I believe so.
9111. Did you yourself pay in £50 to that branch? I decline to answer. I am not to be cross-questioned in this way. I am not in a Police Court.
9112. Have you, since the date of your resignation, asked Mr. Roberts, the Manager of the Tamworth Branch, for a statement of your account with that Branch? I believe I have.
9113. You believe you have—did you not apply for it, and did Mr. Roberts not send it to you? I think he did.
9114. Did that account shew a different state of affairs from your bank book? I decline to answer that question.
9115. Have you that statement with you? Yes, I believe I have.
9116. Will that statement shew the balance you had to your credit at the date of your resignation? Yes, I believe it will.
9117. Have you any objection to shew it to me? I do not see what you want with my private business. I have already given all the evidence I intend to give on this matter, and you have no right to pry into my private affairs.
9118. Did Mr. Roberts in that statement shew that you had overdrawn your account by £200? No.
9119. Did he shew that it was overdrawn something less? No.
9120. As a matter of fact, was not your account overdrawn at the time you resigned? No, it was not.
9121. Was it at any time? I do not know that it was ever overdrawn.
9122. *By Mr. Hoskins*: Did you never between January, when you say your book was made up, and the time of your resignation, take any means to ascertain the state of your account, to know what balance there was at your credit? I got my bank book made up the other day.
9123. Where is it? It is here.
9124. Can you not state then the amount there was to your credit when the book was made up—have you any objection to do so? None in the least.
9125. Then be good enough to tell us? As I stated before, the accounts are so mixed up that it would puzzle any one to go through them.
9126. But surely it must shew all that there was to your credit? No, it does not show all. I believe that there is now a considerable sum to my credit, but this book does not shew it.
9127. Did you write to the Manager of the bank to furnish you with a copy of your account with the bank? I did.
9128. Up to the present time? Yes.
9129. And is that the reply you received to your application? Yes.
9130. Up to the beginning of 1862? Yes.
9131. And what balance does it shew? On the first January, 1862, it shews a balance in my favour of £8 0s. 2d.
9132. That is a balance on your general account, private and public? Yes; but there is a considerable deal more than this to my credit.
9133. However that is what the Manager says is to your credit? Yes; but it is not correct.
9134. And on the date previous to that, when it was made up, what amount was to your credit? I did not get it made up from January 2nd, 1861, until I was leaving; that is just twelve months, or very nearly so.
9135. Have you been in the habit of keeping accounts with banks before you went up to Tamworth? Yes, but I never kept two accounts; I never had but the one account.
9136. You have been in the habit of having accounts at the bank? I have.
9137. Did you never get your bank book made up oftener than once a year? No.
9138. How then could you keep your accounts with the Government? I had the vouchers to give them, and that was all I cared about; they shewed that I had paid the money.
9139. When did you receive that account you now hold in your hand? A day or two ago.
140. Did you write up to the Manager at Tamworth for it? Yes, I did.
9141. And now that you have received it, you believe it to be incorrect? Yes, I think it is.
9142. What steps do you intend to take to ascertain whether it is correct or not? I had made up my mind to start for Tamworth this evening; and when I get up there I am going through the cheques, and the whole account, to try and find out where the error is.
9143. Could you not from that book have given Mr. Dick a statement of the amount paid in to your credit at the bank by the Government, during the time you have been on the Northern Road? I might have done so; but I do not consider that I was justified in so doing.
- 9144.

9144. Are they not public accounts? They are public accounts, but my private account is mixed with them, and I do not think he has any right to go into my private affairs.
9145. When you first went up to Tamworth did you open an account at the New South Wales Branch Bank there? I did.
9146. Did you do so with your private funds or with the public money? I opened it first from my private funds.
9147. Will you state the amount you then paid in—the first sum you lodged in opening your account? I cannot say from memory.
9148. But will it not appear in your bank book? I do not know.
9149. Will you be kind enough to look in your book and see? Yes.
9150. Now give us the first entry that appears to your credit in that book? I have told you before that the whole accounts are so confused that I —
9151. I only want the first entry to your credit—what was it? The first entry is £143 Gs. 4d.
9152. On what date? July, the 3rd.
9153. 1861? Yes.
9154. Was that private money? No; public money.
9155. Then you opened that account with public money? Yes.
9156. And you had no private account when this account was opened? Yes, I had.
9157. Previous to this sum being paid in? Yes. In July I had a private account with the bank.
9158. Perhaps you will give us the date when you first made a deposit on private account from your own funds? I see by this book that it was on July 13th.
9159. What was the amount you paid in? I decline to answer that question. You have no right to go into my private account.
9160. I am sure you cannot regard this as an impertinent question. It becomes of importance to this Committee to know whether this account with the bank is a public or a private one, and only by these questions can we ascertain it? I do not think that you have any right to go into my private affairs. My private account is so mixed up with the public one that it would puzzle anyone to separate them; and I only wanted to explain this; to shew that it was quite a wrong statement that Mr. Collett had made about my having no funds to meet these cheques.
9161. I ask you again whether you had any private account at the bank when you opened this public account with the Government money? And I state that I had a private account; but you have no right to question me about the amount.
9162. Will you positively assert that on the date you mentioned, when you paid in the £143 of Government money to your public account, you had also a private account? No, I will not.
9163. Then you opened your account with the Tamworth Branch, in the first instance, with public money? Yes, that was my first account.
9164. In subsequently opening your private account, did you say to the Manager or the teller that you wished it to be kept separate from your public account? I do not recollect exactly what I told them, but I know I said that I should like to have the two accounts kept separate, and they were kept separate for a time, but the cashier made some errors in charging the cheques, and then corrections had to be made in the accounts. After this there were mistakes again made, and I saw that the two accounts were kept so confused, private cheques charged to public account, and *vice versa*, that it was almost impossible to separate the two. Then I said that I did not care about their mixing the two accounts and keeping them in one.
9165. Do you happen to know whether there was anything to the credit of your private account on the 3rd June last? I cannot tell you. I did not get my book made up.
9166. Was it ever represented to you by the Manager that there was nothing to your credit on that date? No.
9167. Do you recollect whether, as a matter of fact, there was nothing to your credit on that date? I do not recollect.
9168. Do you know, or can you say, whether you had overdrawn your account on the 3rd June, by £85 11s., or whether you had £85 11s. to your credit? I do not. I do not know whether I have ever overdrawn my account.
9169. Have you any objection to state whether, at the time of your going to Tamworth to reside, you opened a private account at the branch bank there, or whether you did not? I have told you that I did open a private account there.
9170. Did you ever receive instructions from the Roads Branch of the Works Department, requiring you to furnish the department, at stated periods, with your bank accounts, in order to shew the disbursements of public money that you had made? No, never.
9171. You never had orders to furnish a statement of your disbursements? No.
9172. Nor were ever asked to send in your bank book? No.
9173. Were you ever supplied with a bank book by the Government? No.
9174. Nor with a cheque book? No.
9175. Are you aware that there are some of your cheques given on account of the public service, that have been dishonored? I am aware of it; and I have explained that it was through my error in coming away so hastily. I have told you repeatedly that the two accounts got mixed.
9176. When did you become aware of the fact? When Mr. Hawkins came down to Sydney, he told me that Mr. Collett spoke to him about it, and wanted him to write a letter to the Sydney Office about me.
9177. You were not aware of it previously? No.
9178. Before you heard this, did you believe that there were funds enough to your credit in the bank to meet these cheques? I did.

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9179. Did you take any steps to rectify the error you had fallen into? I did; and I want now to make myself sure about it, by going through the bank books with the Manager at Tamworth.
9180. Then at the time you heard of your cheques being dishonored you believed you had a balance at your credit in the bank? Yes.
9181. A sufficient balance to meet all demands that existed against it? I did.
9182. Can you say what number of cheques have been dishonored, and what amount they represent? I only know of the one given to Mr. Hawkins.
9183. What amount of money, on the average, is paid in by the Government to your account at the bank? Different sums, according to the returns I furnish of the amount I shall require for the month.
9184. Did you ever, between January, 1861, and the date of your resignation, ask the Manager of the bank to make up your account—for instance, when you found that your public and your private accounts had been jumbled up together? Yes, I asked him then.
9185. How many times have you asked him to balance your account? I do not recollect. I know that when I left Tamworth there was a balance to my credit; and since I have been down in Sydney, I sent my bank book up to the Manager, to be made up.
9186. Did you receive any money from the Government, for the payment of works constructed at Tamworth, by a person named Chapple? I do not recollect.
9187. Do you know a man named Chapple? Yes, I do.
9188. Who is he—is he a contractor? He is the man who had the Kangaroo Bridge to do.
9189. Where is that situated? Near Wallabadah.
9190. What is the extent of his contract? I cannot say from memory.
9191. Who had charge of the work? I had.
9192. Was he paid for that work? Yes, I believe so.
9193. Who paid him? I think that I drew cheques for the payment of his account.
9194. How long was he at work over this bridge? I cannot say from memory.
9195. He was some months at work at it? Yes, he was.
9196. Over six months? About five or six months.
9197. Did you have any misunderstanding with him over the work? I could not get him to carry out the works according to the specification, more particularly in regard to the painting. I reported the matter to Mr. Collett, but got no satisfaction. He told me not to get quarrelling with the contractors, but to try and keep friends with every one.
9198. Did you pay him money on account of that work? I believe I did.
9199. You believe you did—are you not sure? I cannot say from memory.
9200. Did you not keep an account of the moneys you paid him? All the accounts that ever I had are in the head Office. I send in my vouchers there, and they are the only accounts I keep. They shew what money I have paid.
9201. You believe then that you have paid him? Yes.
9202. Can you state the date when you paid him anything? No.
9203. Can you say how you paid him—whether it was by cheques? Yes, I think it was.
9204. Did you or did you not pay Chapple by cheques? I am not certain.
9205. Do you know whether Chapple has presented the cheque you gave him, and has found that there are no funds to meet it? I am not aware; but if he has, it has only been owing to the error that I have explained. But cheques are not always presented directly after they are given; on the contrary, it is hard work to get them in sometimes. I have had cheques of mine standing out at Tamworth for three and four months.
9206. Do you know whether you drew a cheque in favour of Chapple on the 17th October? I do not recollect.
9207. Had he completed his work before you resigned your situation? I believe he had.
9208. And completed it to your satisfaction? Yes, I think so.
9209. Then of course you would pay him—it is your duty, I believe, either to certify, to the proper execution of a work, where the Government pay the contractor, or to draw a cheque for the amounts where the work is in your hands? Yes, I think so.
9210. This was a work that you yourself allotted to Chapple? Yes.
9211. Then of course you yourself would pay him by cheque? Yes.
9212. And I presume that you did pay him by cheque? I dare say I did.
9213. Was that cheque paid on presentation? I do not know. If it has not been, it has been through this error in my account that I complain of.
9214. Do you know what was the amount of this cheque you gave to Chapple? I do not know.
9215. Was it for £17 10s.? It might be.
9216. But you do not know? No.
9217. Do you not keep any account of money or cheques that you pay away on Government account? No; the voucher is my account. I refer you to this voucher, which I produce, for money paid for work done from the 1st to 30th September.
9218. This amount was paid by cheque? Yes.
9219. And was the cheque refused payment? That I cannot say, but if it was, it has been from this error in the account.
9220. You are not aware that it has not been paid? No.
9221. Nor whether it has been paid? No, I am not.
9222. I hold in my hand a letter, from Messrs. D. Cohen and Co., in which they state that they hold several cheques of yours that have been dishonored, and request the Government to take steps for meeting them? If this has been the case it has been only through this error that it has occurred.
9223. Did a man named Burke do any work on account of the public service, under your supervision?

- supervision? Yes, I think so. But any of these things will all be settled; it is a matter that will soon be rectified when I get up there to go through the accounts.
9224. Did a man named Welsh do any work on account of the public service? Yes.
9225. Can you give us any idea of the amount involved in these cheques of yours, that have been dishonored? No, I cannot.
9226. This is your voucher for a payment made to the 30th September? Yes.
9227. Has this amount been paid? I cannot say. If it has not it is only through my accounts being mixed up so; and as I tell you these will all be paid when I have settled the account.
9228. I have a statement here of cheques amounting to £41 13s 4d., which you have given to different persons, and which have been dishonored—is that statement correct? Yes, it may be.
9229. Did you draw a cheque for Mr. Hannington's salary before you came away? I did.
9230. Has he received money for that cheque? I believe so.
9231. Do you know to the contrary? No. Perhaps his cheque is dishonored like the others.
9232. Do you not know that it is? No.
9233. Have you seen him lately? Yes; I met him in town the other day.
9234. Did he tell you whether his cheque had been paid or not? No; he never spoke to me about it.
9235. Has he not told you that the cheque you gave him in payment for his salary had been dishonored? No, he has not.
9236. And you are not aware of the fact that it has been dishonored, neither from him nor from anyone else? I had a conversation with Mr. Brodie in reference to the cheques of mine that had not been paid. I explained how my accounts had got confused, and that I intended to go through them and set these cheques right. In fact, I intended to have gone there a week ago, and should have gone, only for attending on this Committee. But the error is one that is easily set to rights.
9237. *By Mr. Lucas:* When you draw cheques for public works of which you have the payments, do you not name in the body of the cheque what it is paid for? No.
9238. Then you draw the cheque — ? I never had any official direction as to the mode in which I should draw my cheques.
9239. Supposing you give a cheque on account of a contract, or for task-work, or in payment of wages—would you not state in the body of the cheque whether it was paid for the one or the other? —
9240. Then you merely say, "Pay bearer so much, naming the amount, on my account?" Yes; that is all.
9241. Without mentioning what the cheque is given for? Exactly.
9242. The whole of the sums that have been entrusted to you to expend have been deposited by the Government to your account with the Tamworth Branch Bank? Yes.
9243. Then of course all these amounts will appear in your bank book? Yes, they do.
9244. And the same way with the cheques—they all appear in the bank book? Yes.
9245. Then could you not, by going over your bank book, see what amount of cheques you have drawn on account of the public service, and how much you have drawn for private matters? Yes; that is what I wish to do; and that is what I am so anxious to go up to Tamworth for.
9246. Have you drawn any cheques upon the Tamworth Bank since January, 1861? Yes; a great many.
9247. And you have not had your book balanced for twelve months? No.
9248. And now you hear that your account has been overdrawn? Yes; but it has only been by the mixing of the two accounts together.
9249. Who told you that your account was overdrawn? Mr. Hawkins.
9250. When you have been to Tamworth, and have gone through your accounts, will you be able then to tell exactly what amount you have paid on account of the public service? Yes.
9251. You will be able to recognize those cheques which you have given for public works on Government account? Yes.
9252. And do you propose to go to Tamworth for that purpose very shortly? Yes; I intend to start this evening by the steamer.
9253. *By Mr. Dalgleish:* In what way do you receive money from the head Office in Sydney? It is paid in to my credit at the bank.
9254. Then the Commissioner of Roads is aware that you have a bank account? Yes, he is.
9255. When payments become due to you, amounts are placed to your credit in the bank often before you receive any communication informing you that this has been done? No; the communication comes to me at the same time as the deposit, advising me that so much has been paid in for such a purpose.
9256. But supposing that you had to go to Sydney, and that whilst you were there a sum was forwarded up to Tamworth for you, would not that be placed to your credit without your knowledge? It would in that way; because if I was in Sydney I should not receive the letter advising me of the credit.
9257. But though the Director in Tamworth might be notified that a sum had been placed to your credit, yet, if you were in Sydney, the money would still be placed to your credit without your knowledge? Yes.
9258. And you would know nothing about it until you returned to Tamworth? No.
9259. The Government were aware that you were in the habit of paying these public accounts by your own cheques, and on your own signature? Yes, they must have known it.

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9260. And they remitted you money for the payment of all such works as come under the general denomination of task-work? Yes.
9261. In cases where there was a contractor, he would be communicated with by the Government? Yes.
9262. You would inspect and certify to the work, and the Government would pay the money direct to the contractor? Yes.
9263. In the case of Mr. Martindale, for instance, would money be paid in by the Government to his credit or to your's? To his.
9264. But for all works that were not held direct from the Government under contract, the money for payment was remitted to you? Yes.
9265. Have you two accounts at the bank in Tamworth? I had two at the time I first went up there, but they got mixed up together after a bit, and then the Manager made them up in the same book.
9266. Did the Manager understand, in the first instance, that you desired to have two accounts, a public and a private account? Yes; I told him that I wished to keep my public and my private account separate when I commenced banking there.
9267. Had you any cypher upon your public cheques, by which you might know them? Yes; but I found that errors were always being made by the teller, and saw that it was impossible to keep the two accounts separate.
9268. Then you agreed, in the first instance, with the officers of the bank, upon a distinctive mark by which all public cheques could be recognized, but, in the course of business, you found that this mark was not attended to? Yes.
9269. When were your accounts with the Government audited? I had no accounts with the Government.
9270. I mean your expenditure on account of small contracts or task-work, that you had to pay for? I do not know what the rule is, but I think they are sent in quarterly to the Audit Office.
9271. Did you not send in periodical accounts to be audited? No, I had nothing to do with that; the Sydney Office sent in the accounts to the Audit Office.
9272. Then these amounts, when once paid into your credit at the bank, are treated, as far as the Government are concerned, exactly as if they were your own private property? No; I am responsible to the Government for the money, and have to account to them.
9273. But the parties to whom the money is due have only you to look to for payment? Yes.
9274. And there is no audit of these large sums of money that are thus entrusted to you to disburse? I do not understand you about the audit; I have nothing to do with that.
9275. I mean this: that money to the amount of £1,500 a-year is entrusted to you for the payment of task-work, and that no account of it is ever rendered and checked? Yes, there is. All the vouchers are sent in, and these are all looked over in the Sydney Office.
9276. But these vouchers are nothing, as they may be all made a matter of arrangement? I do not understand.
9277. They may be made a matter of arrangement between the road overseer and the party signing? I do not see how they are to do so.
9278. Is there anything to guard against this collusion between the road officer and the party signing the voucher? Yes, there is this check, that wherever overseers are placed they make out and send in their returns to the Superintendent of the district, who checks them, and forwards them on to the Sydney Office, where they are checked again; then the money is forwarded to the Superintendent.
9279. Do the overseers have to report upon the works required? Yes; and they also send in the returns for the wages of the maintenance men. The maintenance men are all under the overseers.
9280. *By Mr. Markham:* The wages of the maintenance men are included in the pay abstract? Yes.
9281. This abstract is sent down to Sydney, and when it is passed the amount is paid in to your credit? Yes.
9282. And you draw cheques against this amount for every man's salary? Yes.
9283. Do you keep the docketts of your cheque book? Yes.
9284. Do you get so much paid in to your credit as is believed will be sufficient to meet the salaries, or have you to wait until the exact amount shewn on the abstract is paid in to your credit? It is always the exact amount of the abstract that is sent to me.
9285. And that exact amount is placed to your credit? Yes.
9286. Being a particular amount for a particular purpose? Yes.
9287. *By the Chairman:* Are you aware that Mr. Collett has stated here that he intends to bring a charge of embezzlement against you? Yes, I heard him state that he had done so.
9288. Has the fact that such a charge was intended been communicated to you? Only what I have heard stated here.
9289. Are you prepared to undergo an examination on that point? Yes; I am prepared to undergo any examination. The Government were told that an explanation of my account was necessary, but I have never been asked for any, and that is my reason for now coming before this Committee, to shew how my two accounts have got mixed up together and led to this confusion.
9290. *By Mr. Arnold:* How long have you had an account at the bank in Tamworth? The first payment to my credit was made in July.
9291. That was immediately after you were appointed? Yes.
9292. You were appointed in July? Yes.
9293. Has your account been always kept at the one bank? Yes, since I have been there.
9294. Since you have been in the Northern District? Yes. 9295.

9295. You have had no account since at any other bank? No, I believe not.
9296. Neither with your private means nor with the public money? No; but I had an account at the Commercial Bank in Sydney.
9297. Since you have been Superintendent on the Northern Road? Yes.
9298. Was it a private or a public account? It was a private account; but only a few pounds balance of an old account.
9299. Not an account current? No.
9300. Have you had an account current at any other bank? No, not on Government account.
9301. Nor on private account? I do not recollect.
9302. Does that account at the Commercial Bank now continue open? No.
9303. Can you remember whether you have made any payments to that account, or drawn anything from it, since the interval occurring between your appointment to the Northern Road and your resignation of office? I do not recollect.
9304. You do not remember whether you kept it open? I do not.
9305. With regard to the Tamworth Branch of the Bank of New South Wales, how many accounts had you at that bank? Two at first.
9306. One for public and one for private moneys? Yes.
9307. In what way did you distinguish between the cheques drawn on the different accounts? I marked them in several ways. I used a letter with a number with some of them.
9308. After your signature? No. In numbering the cheques.
9309. And that was understood between you and the officer of the bank as a distinctive mark? Yes.
9310. Then do I understand you to say that whilst this private arrangement was in force, the cheques drawn up on the two accounts became mixed? Yes.
9311. They became mixed up together and without any instructions from you? Certainly, without any instructions from me.
9312. You are sure you never told the officers of the bank to keep the two accounts together? When I went to the bank and found that the accounts had got so confused, I told him that I did not care about their keeping it in this way, so that I had my vouchers all right for the money I had to pay for the Government.
9313. Were cheques marked private charged to your public account? I believe that was done; and I believe public cheques were charged to my private account. There was so much confusion by the cheques being charged to the wrong accounts that I found it was no use trying to keep them separate; and I did not care about their being mixed, so long as I had my vouchers.
9314. Do I understand you then, that after the cheques became confused in this way, you had only one account at the bank? That is all.
9315. One account for public and private money? Yes.
9316. When did the two accounts first begin to get confused? I do not recollect the date.
9317. Could you not tell from your pass book? I did not get it made up until just before I was coming away. When I was coming away I went to the Manager and asked him to make up my account. I did not have it made up from the January previous, I think it was.
9318. January of last year? Yes.
9319. 1861? Yes.
9320. Is that in accordance with the Government regulations? I had no instructions from the Government with reference to my banking account.
9321. Had you any public banking account before you went to the North? Yes.
9322. For public moneys entrusted to you to disburse? Yes.
9323. You were on the Western Road, I believe, before you were appointed to the North? Yes.
9324. When did you first begin to have a banking account with the public money? I cannot tell you the date.
9325. Did you ever receive instructions that you were not to have a private account at the same bank in which your public account was kept? No, I never received any such instructions.
9326. Are you not aware that there is such a regulation in existence? I do not know of any such regulation.
9327. Have you never heard of it, either in the Western District or in the Northern District? No.
9328. Was it the case, when you were on the Western Road, that your private account was kept at the same bank as your public account? I will not say positively, but I think it was.
9329. Is it the case that all the money paid in to your public account by the Office in Sydney, consists of money applied for by you, in specific sums in respect to specific works, and for a specific purpose? Yes; returns are sent in by me for the amounts required, and then the Sydney Office forwards me the money.
9330. The returns are for sums required for particular payments set forth in them? Yes.
9331. And these sums are forwarded to you solely for the purpose of paying them to the persons to whom they are due? Yes.
9332. Then it is your duty to apply them to the particular purpose for which you apply for them? It is.
9333. And to no other purpose? No.
9334. Does it ever happen that the amount payable by you is less than the amount applied for by you and paid in to your credit by the Sydney Office; for instance, taking the case of the maintenance men, does it ever happen that the amount due to them is less than the sum you have applied for and that has been paid in to your credit? Yes; that sometimes happens.
9335. Then suppose such a case to arise, what would it be your duty to do with the balance between the amount paid in to your credit and that which you have actually paid—would it

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it be your duty to return it to Sydney, or would you continue it on to your account? I would return it at once.

9336. How would it be seen whether there was this balance? The voucher would show it at once; it is only given for the amount actually paid.

9337. Then would you leave this balance standing to your account, or would you consider it to be your duty to repay it at once to the head Office? I think it would be my duty to repay it at once.

9338. Has such a thing as this ever occurred to you? Yes, I recollect some small item of a mistake occurring.

9339. And what did you do in that case? I recollect remitting down the balance in postage stamps. It was only a very small difference.

9340. That you consider to be your duty, and that you believe has been your practice? Yes.

9341. Do you ever draw cheques for money due on the public account before the amount has been remitted to you by the Office? Yes, I have done so.

9342. On what funds do you draw? It has happened in this way, that when I have been at the far end of the road, and when I have known that the vouchers would be done in Sydney, I have drawn cheques in payment of accounts, knowing that the money would be paid in to meet them before the cheques reached the bank.

9343. You knew when you drew the cheque that the money would be, if it had not then been, paid in to your credit? Yes.

9344. And have you ever been disappointed in this expectation? No, I think not.

9345. The amounts have always been paid in in time to meet your cheques? Yes, they have.

9346. Have any cheques drawn by you on public account been dishonored? I have been told that there are several that have been.

9347. Can you account for the way in which this has happened? I account for it in this way,—that my public and my private accounts have got mixed together, and through that, cheques drawn on my private account have been charged to my public account.

9348. Then, in point of fact, the two accounts, if they were kept separate, would stand in this way—the cheques drawn on the public account ought to exactly meet the amount paid in by the Office to your credit, whilst your private account would be overdrawn? Yes.

9349. The public cheques ought to be met whatever became of private ones? Yes.

9350. Then the dishonor of your cheques has been caused by the error made in keeping your banking accounts? Yes, from the two accounts being confused.

9351. Are you quite sure that the mode of distinguishing between your private and your public cheques has always been kept up by you? Well, I may have omitted to mark them sometimes. I cannot tell.

9352. Were they such marks as would permit of any persons besides those who knew the arrangement distinguishing your private from your public cheques? No; they were not.

9353. Were they marked "On the Public Service"? No.

9354. Or "Northern Road"? Sometimes I marked in the margin the words "Northern Road."

9355. But not always? No, not always.

9356. As far as the Office in Sydney is concerned, have they received vouchers and receipts, from persons to whom money was payable, for all the money payable through you in your district? I believe they have.

9357. For all the amounts payable in your district the Sydney Office holds receipts and vouchers? Yes; I do not know of any that have been omitted.

9358. You are not able to state, from recollection, the particulars of each cheque you have drawn? No, there are so many.

9359. I mean whether you are able to say how you marked any particular cheque, whether on your public or your private account? I could not say how I have marked any particular cheque; but I know that I wrote on some of them "The Northern Road," and others I marked with A, or a letter and number.

9360. When did you first find out that this error had been made? I found it out when I saw Mr. Bolton.

9361. How was it? A reference was made to the mistake in charging the cheques, and then he said it would be better to put the cheques all down together to one account. I told him that he could put them all down on one sheet if he liked, and that I did not care so that I had my vouchers all right for the Government.

9362. Then you did know before you left the Government service that there was some confusion in your accounts? Yes, I knew that they had got mixed.

9363. How long before your resignation did you know it? Well, I cannot say.

9364. Was it some months before? I cannot tell from memory.

9365. Was it half a year—however, were you aware that there was anything irregular in your mode of keeping your accounts? I was not aware that there was anything irregular in it. I see now that it was not a right thing to do, because this error would never have occurred if the accounts had been kept separate.

9366. But you say that you see in this mode of keeping accounts nothing inconsistent with the rule laid down by the Sydney Office? I do not know of any rule laid down by the Office. I had nothing to guide me as to the way I was to keep my accounts; and I know that there are plenty of Superintendents who keep their accounts in the same way.

9367. It is a general practice then to keep the private and the public accounts together? Yes; there may be some who have two accounts, but the most of them only have the one account.

9368. Where there other officers in your district besides yourself entrusted with the disbursement of public moneys? No, not in my district.

9369.

9369. But you say that it is the practice to have only one account? I believe it is. I know that it is the practice amongst surveyors to do it, but it was not my intention to do it. I opened two accounts, and if they had been kept correctly these errors would not have occurred.
9370. Then I understand you to say that you had only the one account at the bank, and that that was only made up once a year? I had it all made up when I was leaving, by the cashier. I was on very intimate terms with him, and he knows all about my cheques.
9371. Who is the cashier? Mr. Bolton.
9372. And who is the Manager? Mr. Roberts.
9373. Then, for some time before you gave up your office as Superintendent of the Northern Road, you had only one account at the bank? I consider that I had only the one, for the two were so confused and mixed together that I never thought of separating them; and as I had my vouchers to guide me as to what I had paid, I considered that it made no difference.
9374. Have you had your pass book made up? Yes, I have.
9375. Does that only shew one account? Only the one.
9376. Have you drawn any cheques since you received that pass book? I think I have.
9377. What was the state of your accounts when you received back your pass book? There is a balance in my favour.
9378. Do you remember how much? The balance here given is not correct; and I wrote up to day to see what was the exact balance in my favour, in order that these cheques might be met. I think there is sufficient to my credit in the bank now to pay them all.
9379. What was the date to which your pass book had been made up when you last received it? Up to January, I think.
9380. January of the present year? Yes.
9381. Have you that book here? I have.
9382. Have you any objection to my seeing it? I have no objection to your seeing it, so long as it is not handed in. I do not want all my private affairs dragged before the public.
9383. It must be a matter of very little importance whether you let me see it or no, as the bank books will give us the duplicate of your book? Yes; but there is another thing, which is that this pass book is not made up to the present date.
9384. It is made up, however, to the time of your resignation? Yes, but I consider that it is not correct, and I want to go through it with the Manager before I hand it in to the Government.
9385. You intend to lay your bank book before the proper officers of the department? Yes.
9386. And before you do this you intend to go up and get it correctly made up? Yes; I intend to leave this evening.
9387. And when will you be back—as early as possible? Yes; as soon as I have settled the account.
9388. And on your return you will be willing to continue your examination before this Committee? Yes, that is what I want. I should like also to hand in certain documents that I think the Committee ought to see.
9389. Have you compared your bank book with your cheque butts? No, I have not got them here, and that is mainly what I want to get up to Tamworth for.
9390. Can you say how many cheques have been drawn by you on public account that have not been presented? There have been some mentioned here to-day; I do not know of and others.
9391. How many have you heard of? Three or four; but their not being paid has only been caused by their irregularity.
9392. Are you prepared to say that if all the cheques drawn by you on public account, and those only, had been charged to your public account, as had been arranged by you in the first instance, that there would have been none of them dishonored? I do not think that there would have been any of them dishonored. It is as much owing to my own carelessness as anything else that this has occurred, as in writing out the cheques I may have omitted to mark them.
9393. I think I understood you to say that, as far as the regulations were concerned, you never knew there was a rule against mixing up private and public accounts? I was never directed to keep my private account and my public account separate.
9394. And you never knew that there was an instruction to that effect? No.
9395. Were you ever called upon by the Government to send in your pass book to be examined? No.
9396. Never? No.
9397. Neither whilst you were on the Western or on the Northern Road? No.
9398. Were you not aware that there was an official instruction to all the officers of the Roads Branch, that they should periodically send in their pass books to be examined in the Office?—I had no such instructions.
9399. Were you not aware that such instructions had been given? No.
9400. Is it the case in regard to each sum of money paid by the Government to your public account, for a definite public purpose, that you have drawn that money, and have applied it exactly to that particular purpose, throughout the whole of your connection with the Road Department? Yes, I believe it is.
9401. You think that has been the case? Yes. This would not have occurred had not these accounts been kept together, and but for my having the two accounts at the same bank.
9402. But the vouchers and receipts in the department will shew that this has been the case—that is, that all the money drawn by you has been applied to the purposes for which it has been drawn?—Yes, they will do so.

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9403. The vouchers are all witnessed, and receipts given for the money? No; the vouchers are signed by the parties who receive the money.
9404. Then even though your cheques may have been dishonored, yet the Government hold the receipts of those persons to whom your cheques have been given? Yes.
9405. In every case? Yes.
9406. Take the case of Hannington, for instance—is it so in his case? Yes.
9407. You gave him a cheque for his month's salary? I did.
9408. For what month was it the payment? It was for some month in last year.
9409. You drew the salary from the Government? Yes; I made out the return, and sent it in, and then the money was forwarded to me.
9410. Did you do in Hannington's case what you had done in every other case whilst you were in office? I did.
9411. And have the Government Mr. Hannington's receipt for that particular month's salary? I believe so.
9412. Did you send in the voucher? No, I did not; it was never returned to me. I sent it up to Mr. Hannington to sign, and enclosed him my cheque; but I do not know whether he received it, as the voucher was not returned to me, and the receipt of my cheque was not acknowledged.
9413. Then you cannot say whether Mr. Hannington has given a receipt for his month's salary, for which you gave him the cheque that was dishonored? I do not. I never saw the voucher after I sent it away.
9414. Is not this rather inconsistent with your former statement, that the Government had vouchers for all the money you had received from them to disburse? This is a different case.
9415. In what way? When I came to Sydney, on leaving Tamworth, I had no voucher with me on which to make up my returns for the month, so I got one from the head Office, and made it out, and enclosed it with my cheque to Mr. Hannington. I expect he received it, but it was never returned to me.
9416. Then you do not actually know whether it has really been received? No. The voucher ought to have come back to me, as I was responsible for the amount; but it was not sent, probably because I had ceased to be in the Government service, and I cannot say if he has been paid or not.
9417. *By Mr. Hoskins*: Is it customary for officers under you to sign vouchers acknowledging the receipt of their salary? It is.
9418. Then there was a departure from that custom in this case? Yes.
9419. What became of the voucher? I cannot say, but it was not returned to me; I suppose because I was no longer in the Government service.
9420. What was the date of the cheque? That I do not recollect. I know that it was since I came down from Sydney, and that having no voucher with me, I went to the Office and got one there.
9421. *By Mr. Arnold*: This was after you came down from Tamworth? Yes.
9422. And when you were no longer in the Government service? Yes.
9423. You got a voucher from the head Office, made it out, and enclosed it with a cheque to Mr. Hannington? Yes.
9424. And you have never seen anything of it since? No; being out of the service I had no longer anything to do with Mr. Hannington.
9425. *By Mr. Hoskins*: Do you not consider yourself responsible to the Government for furnishing a correct account to them of the money placed at your disposal for disbursement? The Government never asked me for any account.
9426. But do you not consider yourself so far responsible as to give a correct account of how you dispose of the money they place at your credit? I was not asked for any account, and I was not going to furnish what I was not asked for.
9427. *By Mr. Arnold*: But there still remains this inconsistency, that in one of your former answers you say that the Government held vouchers for all the public money that has been paid in by them to your public account; whereas now you say that this amount of Mr. Hannington's was not paid before the date of your resignation, and that you do not know whether a voucher for it has been received? Yes, but this is a different case from any other. I sent a voucher from here with my cheque, and it ought to have come back to me, as I was responsible. I paid the money by my cheque, and I ought to have had the voucher to send in to the Government, to shew that I had done so.
9428. Then your doubt is as to whether or not it has been sent to your successor—to the gentleman who succeeded to your office? I do not know anything about where it has been sent.
9429. Ought it to have been sent to you, or to your successor? To me, because I was responsible for the amount to the Government.
9430. *By Mr. Hoskins*: When did you last receive a remittance of money from the Government, for the payment of salaries and small contractors, previous to your resignation? I cannot say the date exactly.
9431. How was the information conveyed to you when money was paid to your credit? I got a slip from the Office informing me that such an amount had been paid to my credit.
9432. They always informed you when money was paid in to your credit? Not at all times. Sometimes money has been paid in, and I have never been told a word about it.
9433. Do you consider it to be your duty to the Government to render them an exact account of all the money entrusted to you to disburse? I do not consider it to be my duty to do anything I am not asked for.
9434. How do you account then for all the money they pay in to your credit? They have receipts and vouchers for every penny they lodge to my account.

9435. You say you do not remember when the last amount was paid in to your credit? No. Mr. Robert Quodling.
9436. A portion of this, however, was for the salary of Mr. Hannington? Yes.
9437. Have you accounted for that? I have said that I could not do so, because the voucher was not returned to me. 10 Jan., 1862.
9438. Do you know whether he has received the money? I do not know; I have never seen any receipt from him for it.
9439. Do you consider yourself responsible to the Government for all the money remitted to you? I consider myself responsible so far that I have to account to them for it.
9440. Have you accounted to them in this instance? They have never asked me to do so. I suppose by that, that the cheque has been received, and that they hold the voucher.
9441. Have you forwarded receipts or vouchers to the Government for the whole amount? No.
9442. Not sent in any account of the manner in which you have disbursed the last amount paid in to your credit? No. I have sent in vouchers for the whole amount, with the exception of this salary of Mr. Hannington's: I sent it up to him with the money, and have not seen it since.
9443. Have you sent in vouchers for all the money you last received from the Government? I do not think I have.
9444. Do you know if you have paid away all that money to the persons to whom it was payable? I know that I have paid away all the amount last paid in to my credit, with the exception of this one item of Hannington's salary.
9445. How do you know that you have paid it away? I know that I have given cheques for it.
9446. Did not the Government require you to give them, periodically, a statement of your bank account, in order that they might see what money you paid away, and how you paid it? I have never been asked for anything of the kind.
9447. Omitting Hannington's salary, have you sufficient vouchers remitted to the head Office to prove that you have paid away all the money last paid in to your account—less Hannington's salary? I believe I have. If I have not, I —
9448. Did you draw a cheque in favour of Mr. Hawkins? Yes.
9449. On what date? I do not recollect the day.
9450. Was it at the same date as the cheque given to Mr. Hannington? Yes, it was drawn at the same time, and his name is on the same voucher as Hannington's.
9451. Do you know if he has received the money? I do not.
9452. Nor yet whether he has signed the voucher? No.
9453. Who has got the voucher? I do not know, but I think it is in the Office.
9454. Have you inquired to ascertain whether or not it is in the Office? No, I have not; I have nothing to do with the Office now.
9455. And you say that you cannot tell the date when you signed these cheques in favour of Hawkins and Hannington, for salaries due to them previous to your resignation? No, I cannot tell.
9456. You say you have papers at Tamworth that you are anxious to place before the Committee? Yes, I have several that I wish the Committee to see.
9457. What are they—public documents? Yes.
9458. Of what character? Most of them are letters; letters that I have received from the Office in Sydney, and letters from Mr. Hannington.
9459. What is the purport of them? That I cannot explain; there are so many of them, and all about various matters.
9460. Are they letters which, in your opinion, bear upon the subject of this inquiry? I think so; I think they are most material to the inquiry.
9461. And you wish to be examined again in reference to them? Yes, I should like to be so.
9462. I would now wish to ask you once more, are you not provided with a bank book or pass book by the Government? No, I never was provided with anything of the kind.

W. R. Collett, Esq., called in and further examined:—

9463. *By Mr. Hoskins:* Did you allot an extension of the Liverpool Range contract to Mr. W. R. Collett Martindale? I allot work to nobody. When extra work is required a recommendation comes to me from the Superintendent of the district in which it is situated, and I act on that recommendation. Personally I give no work. In the present instance I rather think that you must refer to the Doughboy Diversion. 10 Jan., 1862.
9464. No, I refer to the Liverpool Range contract; that was extended, was it not? Yes, but it was before my time; it was done by Mr. Bennett, at an additional expense of £730; I had nothing at all to do with that.
9465. Was there an arrangement made that the contractor should keep the road he had made in repair for a certain time after it was opened? Yes, an arrangement of that kind was made by Mr. Brown, the Superintendent of that district.
9466. Was that arrangement entered into subsequent to your being appointed Commissioner of Main Roads? The road was not opened until April, and I was appointed Commissioner on the 1st January preceding, so that the arrangement must have been made after my appointment; but the way it occurred was this:—In the original specification there was a clause providing that the contract should be maintained for one month subsequent to completion. When that month had expired it was found necessary still to maintain the contract, and it then became a question whether this could be done cheaper by putting on our own labour,

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labour, or by letting the work out to contract. Mr. Brown consulted with me on the subject, and after we had well considered it in all ways, it was decided that it would be cheaper to let it out to the contractor to maintain and keep in order during the remainder of the year.

9467. What was the nature of the arrangement made with the contractor, and what was the amount involved in the arrangement? The arrangement involved an outlay of £27 6s. per month.

9468. Was the number of men to be kept employed specified in the arrangement? I think not. The specification stated what work was to be done, such as that all ruts were to be filled up as they were made, with new metal. The fact is, that this was an experiment—it was trying the experiment of maintaining the road by contract after it had been made—a thing that had never before been done. The arrangement was rather on the principle of task-work, such as that all ruts were to be filled up with new metal, all drains to be backed up, but particularly it was stipulated that the proper convexity of the road was to be maintained as the traffic went over it; and it should be seen that all the bridges were in proper order. But a question arose that we expected would arise, although no provision had been made for it in the contract, and that was with regard to the land slips. Very large masses of earth might slip down from the cuttings and fall upon the road, and these had to be removed. It was a difficult question to decide whether the contractor, when he undertook to maintain the road, undertook to remove the earth that might come down with these slips.

9469. Are not the banks consolidated before the work is given up by the contractor? Yes, they are consolidated in so far as mere ordinary weather is concerned; but with a heavy thunderstorm large masses of earth are dislodged from the cuttings, and many tons of earth come down upon the roadway. The question was, then, whether the removal of these slips was to be included in the contract. I decided that, for that time, the contractor should clear the road, but that in future such work should be matter of arrangement. No doubt it was very hard on the contractor to make him do work of this heavy character that he had never anticipated, but it will only make them more careful in future to see what they contract to do. I propose to insert in all future contracts that the clearing away of land slips shall be paid for as task-work; if it is included in the contracts we shall have to pay more money for our works, for with this risk tenders are sure to be sent in higher than without it.

9470. The arrangement was made, in the first instance, for a month? That arrangement was in the specification of the original contract; afterwards the maintaining of the road was let out for the remainder of the year.

9471. You concurred in that arrangement? Yes, as being a saving over employing our own labour.

9472. What was the length of road? A mile and 77 chains.

9473. And he received £27 a month for maintaining the road? Yes; £27 some odd shillings.

9474. Was that arrangement complied with in every respect by the contractor? Yes, in every instance. The road was well maintained throughout, except only at Mr. Loder's big hole. That particular spot is in fact a most impracticable piece of ground, that no overseer has ever yet been able to master; we have tried every possible scheme with it, but have not yet been able to overcome; tons of gravel have been thrown upon it, but all to no purpose, for the first rain makes it as bad as ever. I imagine myself that there must be a spring in that particular spot, and that this causes the mischief. However, it has never yet been properly made, although it has had constant and unremitting attention. I have suggested that the whole of the present roadway at this spot should be taken up, and that a foundation should be made of solid blocks of stone, and this experiment is about to be tried. I hope it will answer, because we have been at a very great expense over this little piece of road, and the mischief is, that whenever this piece gives way, the traffic has to be turned off the road, and this causes annoyance.

9475. How many men per month have been employed under this arrangement, during the time it has been in existence? The numbers have varied, two being the minimum; but as many as six have been employed at times. To my knowledge six men have been repeatedly employed on the work.

9476. Was it ever represented to you that only one man was being employed on the work? No; no such representation was ever made to me, although I know that it has been given in evidence; but there was no complaint ever made to me, either by overseers or Superintendents, that there were not enough men at work. It was always understood that the minimum number of men to be employed was to be two, though more were to be put on if they were required.

9477. Do you know whether a suitable amount of labour to represent the price given for the contract was really employed? Of labour and material; you must not forget the material. There was not only to be a suitable amount of labour, but there was also to be an amount of material used of not less than 200 cubic yards of broken metal; that forms no inconsiderable item in the contract.

9478. And was that complied with? Yes, and more than complied with.

9479. That quantity of metal was used? Yes, more than that quantity; he had a very wet summer to contend with, or a wet winter, rather.

9480. Mr. Miller had a contract from you? What Mr. Miller?

9481. He who lately went to England? Yes; he had a contract when he resided in the Colony.

9482. He has left the Colony now? Yes; he has been out of the Colony more than a year.

9483. Did he obtain a contract to metal a piece of road, for a distance of about a mile and a half, between Harpur's Gate and Lochinvar? Not that I am aware of.

9484. Did he get that contract from you as Superintendent? He could not get it from me as Superintendent, as I had no power to give contracts. W. R. Collett, Esq.
9485. Had he a contract? I am not aware of anything of the kind having been done there. 10 Jan., 1862.
9486. Did he, to your knowledge, have one there? No, never.
9487. Has he ever, to your knowledge, had men employed there? No, never.
9488. Not since you have had charge of the road? Not during the last eight years.
9489. Did he ever have a contract under the Works Department, at Harpur's Hill? No.
9490. Nor at a place called the Nailer's? That is a very different place.
9491. It is about two miles from Harpur's Hill? Yes.
9492. Did he have a contract there? I do not recollect a contract being taken at the Nailer's.
9493. Did he ever have a contract between Harpur's Hill and the Nailer's? Yes.
9494. Will you explain the nature of that contract? He had to make and form the road, and gravel the roadway.
9495. What was the distance? About a mile.
9496. And what amount of money was involved in that contract? It is some time ago, and I almost forget; but I am inclined to think that the gravel was to be 3s. 6d. per ton.
9497. Was it not a contract for a lump sum? No, certainly not a lump sum.
9498. It was taken on a schedule of prices? On measurement; the forming was to be 2s., and there was a very good deal of forming to be done. I consider it to have been a very cheap work.
9499. Was this allotted by you on task-work? No, it was taken by public tender; I had nothing at all to do with it.
9500. Did you approve of the gravel that was used on this piece of road? No, I did not; but it was the best that was to be got in that neighbourhood.
9501. Then you did not approve of it? I did not altogether approve of it, but it was the best to be had; I passed it.
9502. Was that gravel subsequently removed? No, it is there still; at all events some of it—what is left of it.
9503. Was there any additional gravel laid down on it, or any extra work performed on it? We have since pitched some of it.
9504. Why did you condemn it? I did not condemn it; I passed it.
9505. But you say you did not approve of it? I did not approve of it for general use, but it was the best we could get there.
9506. Could you not have obtained stone? Yes, sandstone.
9507. Not sandstone, but metal—blue road metal? There is no blue road metal at that place, and I do not approve of the indurated clay, which looks like blue metal, and is found in that neighbourhood; at all events, not at the price they would have required for supplying it.
9508. But could you not have got good metal or stone to have laid on the road, instead of this gravel that you say you did not approve of? Yes, we could have got it if we had only had the money to pay for it. It was a question of money with us, and the amount voted for the road would not allow of our paying 6s. 6d. or 7s. a yard for metal. It has always been a drawback to us having to do so much work with so little money. If the Parliament would only vote us what we require, we would soon have good roads.
9509. Was this piece of road impassable soon after the contractor had completed his work on it? No; it has never been impassable since it has been made. It runs through a sandy hollow, and is heavy with sand, but by no means impassable. It has always been a good piece of road.
9510. *By Mr. Markham*: Was there, in your office, when you received your appointment as Commissioner of Main Roads, a document dated 8th August, 1860—an official letter? Yes, there was.
9511. From Mr. Bennett to Mr. Bayley? Yes.
9512. That letter, I believe, has been already put in as evidence? Yes.
9513. Is this, which I now hold in my hand, a copy of that letter? Yes, it is a copy I had made of it.
9514. Does the first paragraph of that letter go to prove that Mr. Bennett exercised the power of making alterations in contracts? Yes.
9515. Does the second paragraph go to prove that Mr. Bennett authorized Mr. Bayley to obtain the performance of certain works without public tender? It does.
9516. Does the concluding portion prove that money was paid without a voucher, on the promise that an arrangement would be subsequently made with the Chief Clerk? Yes.
9517. Will you read that last paragraph? I will. (*Witness reads.*)
9518. What do you gather from that? I should imagine from this, that money would be paid without the voucher of the officer superintending the works.
9519. The charges made against you before this Committee have been, that you have made alterations in contracts; that you have authorized the letting of works without tender; and that you have authorized the payment of money without vouchers? Yes.
9520. And this letter shews that in these cases you have the precedent of Mr. Bennett for what you have done? Yes; it shews that in all I have done I am only following in the footsteps of my predecessor.
9521. Have you any other documents that you consider essential to your exculpation, that you would wish to hand in and have read? Before this inquiry closes, as my professional competency has been called in question, I would wish to hand in one or two official documents bearing on that point; and perhaps I may take the opportunity of doing so now. I hand in a letter from the Surveyor General, Colonel Barney, dated December 6, 1855, in which he authorizes me to lay out the Northern line of Railway, and to furnish plans and sections

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- sections of the line. I produce this letter, as it has reference to my professional competency as an engineer. (*Letter read. Vide Appendix A.*) The next is a letter to me from the Surveyor General, dated 4th April, 1856, expressing His Excellency the Governor's thanks to me for the trouble I had taken in the matter. (*Letter read. Vide Appendix B.*)
9522. *By Mr. Dalgleish*: Did you make that survey? I did.
9523. Was it ever verified? That is shewn by the letter I have just read.
9524. What I mean is—has your line been acted upon? As far as the principal crossing-place over the Hunter and the Chain of Ponds, Dividing Range, are concerned, it has been acted upon exactly.
9525. You were associated with the Stephensons, in the Holyhead Railway Works? I was.
9526. They were your inferior officers, I believe; your subordinates? They were my personal friends, although they were under my orders.
9527. You were very far above them? There was no question of precedence; I was principal Director of the Company to which they were Engineers.
9528. *By Mr. Markham*: Are there any other documents you would wish to hand in? Yes, I wish to hand in an extract of a letter, dated January 14, 1859, from Mr. Robertson, then Secretary for Lands and Works, to the Commissioner for Internal Communication, in which he speaks of my qualification for the office I now hold. (*Letter read. Vide Separate Appendix B 3.*) I have only one more short document to hand in besides. It is a letter very kindly sent me by Sir John Young, and dated the 28th December, 1861, in which he bears testimony to the professional reputation I had obtained in England. (*Letter read. Vide Appendix C.*)
9529. Had you anything to do with testing the site for the Britannia Tubular Bridge, in connection with Mr. Fairburn and Mr. Stephenson? I was a party to the experiments that were made as to the form that the tubular bridge should assume, and I was also present during the elevation, in which I took an active part, as Chairman of the Holyhead line.
9530. You gave some evidence, I believe, before the Select Committee of the House of Commons, on the Holyhead Harbour Works? Yes; Mr. Rendell and myself were examined upon that subject by Sir Robert Peel. It was a work involving an expenditure of two or three millions of money; and our plans were taken into consideration and discussed with others that were sent in.
9531. Your survey of the Northern line for the proposed railway was approved of by Sir W. Denison? Yes; and His Excellency had the goodness to thank me for my labours.
9532. *By Mr. Lucas*: Did you ever express your high confidence in Mr. Quodling's talents as an engineer? No, not as an engineer.
9533. Did you ever state that, in your opinion, too little power was intrusted in the hands of the local Superintendents, and that in this way much valuable time was lost; and that you were disposed to place more confidence than had hitherto been reposed in them? Yes, that is my feeling; and that I believe to be the impression of the community at large.
9534. Did you not tell a deputation that waited upon you, that you had the most perfect confidence in Mr. Quodling as an engineer? Yes, with respect to the cutting of a ditch at Tamworth. A deputation waited upon me on the subject of cutting a deep drain to the river below the bridge; and I then stated to that deputation that I had perfect confidence in Mr. Quodling's ability to carry out that work. The remark was made only in reference to a mere local drain, and not to his general ability as an engineer.
9535. *By Mr. Arnold*: In reference to the official rule about keeping public accounts—first let me ask you how long you have been in the public service in this Colony? I have been seven years as Superintendent of the Northern Road, and one year as Commissioner of Main Roads.
9536. Are you aware of any rule by which officers intrusted with the disposal of public moneys are precluded from keeping their private accounts at the same bank with their public accounts? Yes; a circular was sent round to all the Road Superintendents with a rule to that effect.
9537. Is that rule well known, and is it acted upon by all the officers in the Road Branch? Yes, without exception. Every Superintendent keeps his private accounts at a separate bank from his public accounts.
9538. Were you aware whilst Mr. Quodling was in the public service that he kept his public and his private banking accounts in one? Not the least aware of it.
9539. When did you first know that Mr. Quodling's cheques had been dishonored? On my way to Singleton, when I met Mr. Hawkins.
9540. What did he tell you? He produced a cheque of Mr. Quodling's on the Tamworth Bank for the amount of his October salary, and told me that it had been presented and been dishonored.
9541. When was this? In the middle of December last.
9542. After Mr. Quodling had resigned? Yes.
9543. Do you know if vouchers have been received by the Government for all moneys intrusted by them to Mr. Quodling to disburse? I was asked that same question yesterday, and my answer to it was, that I believed that every voucher was in. With regard to what Mr. Quodling has said about his not having received the salary voucher, I may say that it is scarcely necessary that this should go back to him, as he has nothing to do with it when once the money intrusted to him is paid, provided we have his signature and the signatures of the two overseers under him, that is all that is required, because I have to certify for the Auditor General and not the Superintendent. He cannot certify to his own receipt of money, and therefore I have to certify in that case. The salary voucher is an exception to the usual voucher.
9544. Has Mr. Hawkins' receipt for the money for which the cheque was dishonored been received in the Office? I think not; I do not think we have received it. 9545.

9545. Then the Government liability to pay the amount still remains? Yes; unless we can shew that money to meet these claims was received by Mr. Quodling. W. R. Collett,
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9546. Even then that would not relieve the Government from their liability? Perhaps not; except we could shew that Mr. Hawkins had admitted that he had received the cheque from Mr. Quodling in payment of his salary. 10 Jan., 1862.

9547. Have you got a receipt for the salaries of the officers on the Northern Road, for the month of October? My impression is that we have not. Mr. Hannington omitted to draw until the last week in the month.

9548. Does any other similar case exist of money having been intrusted to Mr. Quodling, or to any other person to whom money is ordinarily intrusted for payment on account of the public service, in which the Government hold no receipts for the payment of the amounts provided for? I am not aware of anything besides this salary voucher; nor do I know even that that is not in the Office.

9549. The final check upon all these accounts would be with the Auditor General? Yes.

9550. The accounts as they are received from the different persons intrusted with money are checked off in the office of the accountant? They are; every account is gone over.

9551. Then the general accounts from the branch are finally checked off in the Audit Office? Yes.

9552. When accounts are paid from the Treasury they have to go to the Audit Office, and there a receipt is required for every amount specified? Yes; we have to satisfy the Auditor how every farthing is expended.

9553. Would it not be the duty of the proper officer of the Road Branch to see that receipts were transmitted for any amounts paid to Mr. Quodling in proper time to make out the accounts for the Auditor General? Yes, it would; but then this course was anticipated by his resignation. Having left the public service we could not apply to him for the receipts and vouchers usually furnished; and the consequence is, that though two months have elapsed since the payments were made to him, we are now only gradually getting in these vouchers.

9554. These amounts were paid then on his abstracts? Yes, as far as the salaries were concerned.

9555. Would not that involve the necessity for his signature? No, not to the pay abstract. I certify to that, and it goes to the Audit Office to be checked after it has received my signature.

9556. Do you know what amount of cheques of Mr. Quodling's have been dishonored? I have only immediate information of eight cheques held by Messrs. Cohen and Levy, of Maitland, who have applied to me for payment, and of that given to Mr. Hannington, amounting in the aggregate to more than £65; but I should say that the deficiency amounted to a very much larger sum, because on referring to the account furnished from the bank, I do not find the names of the maintenance men or of some of the smaller contractors, all of whom Mr. Quodling had to pay, entered on the debtor side of the account, as they would have been had their cheques been paid.

9557. Have the Government in all these cases received proper receipts from the persons to whom money was due? Yes, in every case except the last. All the vouchers which represent the dishonored cheques held by Messrs. Cohen and Levy are in proper order, and there only remains the salary sheet for October, and that I will not be certain about.

9558. When did you first become aware that Mr. Quodling was in the habit of drinking? When I went up to Tamworth to open the bridge there.

9559. In what year was that? This year.

9560. How long before Mr. Quodling's resignation? About six months before.

9561. Did you then think that his drinking was carried to such an extent as to disqualify him from holding a situation of trust in the public service? I thought that, if he had such an insatiable taste for brandy as he was represented to have, before very long it would lead to his becoming a confirmed drunkard. I felt this so strongly that I determined to speak to his father upon the subject.

9562. Did you ever make any representation to me upon the subject? No, not officially. I may have hinted to you in the course of conversation, that Quodling took rather more brandy than was good for him, but I never brought the matter officially under your notice.

9563. Do you mean that you ever hinted to me that Mr. Quodling was in the habit of drinking in such a way, and to such an extent, as to disqualify him from the performance of the responsible duties he had to perform? No, certainly not; I did not conceive, myself, that he had got to that length. I feared that he was on the highway to become a drunkard, but he had not gone so far as to disqualify him from the performance of his duties.

9564. In the case of contracts taken under the Roads Branch of the Works Department, is it the custom of that branch to take them without first obtaining the sanction of the Minister? There are many things that we do without first obtaining the sanction of the Minister, but certainly not contracts; they are an exception, and the Minister is invariably applied to for his sanction before they are entered into.

9565. With whom are the contracts made? With those who tender for the work, whatever it may be.

9566. But I mean who are the parties to the contract? The contractor whose tender has been accepted on the one hand, and the Queen on the other.

9567. Not the Commissioner? No; the Queen.

9568. Then, as I understand you, the Commissioner has not the power of himself to make contracts? No, not to make the contracts. They are between the contractor and the Queen; but the bond, which is the virtual contract, is given to the Commissioner and not to the Queen.

9569. I do not ask you about the bond, but about the contract? The bond is in reality the contract. We cannot sue upon the contract, but we can upon the bond. 9570.

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9570. But a contract is signed. When a person is informed that his tender is accepted, does he not at once sign a contract? That is the bond which he signs. He signs a bond, in which he undertakes by his sureties to do certain things, and binds himself, under a certain penalty, to do them according to the specification; that is the real contract.

9571. Then do I understand you to be of opinion that it is not in the power of the Commissioner to make himself a party to the contract? That has been my impression throughout. I have always been of opinion that the Commissioner is no party to the contract; and if the contractor choose to refuse to recognize him, we should have no remedy. Neither is the Commissioner the party to sue in the case of a breach of contract.

9572. Then, at all events, the proper duty of the Minister for Works, in connection with the Roads Branch, is to determine upon the acceptance of all contracts;—that, after tenders are sent in and one is accepted, the contract cannot be considered as finally entered into until the sanction of the Minister for Works has been obtained? That is my belief. There is no power given to the Commissioner by the Main Roads Act to make contracts.

9573. Is it the case, as a matter of fact, that you never have made contracts on your own responsibility? I have extended them, but never made them.

9574. Is not extending a contract virtually making a new one? No; it is merely extending the old contract. The clause of the General Conditions gives me that power.

9575. Could the Commissioner, according to this, indefinitely extend a contract that had once been made? I think so; that is, if money for the work had been voted by Parliament.

9576. Then the only limit to his power of extension, according to your view, would be the amount of money placed at his disposal by Parliament? That is my belief.

9577. And you think he has this indefinite power of extension? I do.

9578. Then if a contract was made, with the sanction of the Minister for Works, for a part of a road—say for two miles of road—would you think that you were justified in extending that contract to any length on that road, provided the expenditure was within the limits of the money voted by Parliament for that road? Yes; the General Conditions give me that power, and those conditions have been sanctioned by the Minister.

9579. The price of labour and material varies considerably on different parts of the road? No, not very considerably.

9580. But there is a variation of price upon different parts of a line of road? The variation is very trifling on the Northern Road; there is just a barely perceptible difference.

9581. It is not the same on the other roads? No; on the other roads there is certainly a greater difference.

9582. And the Commissioner would have the same power of extension upon those other roads as upon the Northern Road? Yes, I presume so.

9583. Is there only very little difference in the prices at which contracts are taken on different parts of the road? On the Northern Road the difference of price is very slight.

9584. But on the other roads? On the Southern Road there is certainly a greater difference; on the Northern Road, which is gravelled throughout, and where gravel exists along the whole line, the price hardly varies.

9585. Is there any difference in the price at which contracts are taken when they are taken for large amounts of work, as compared with those let out in small quantities? Not so much a difference between the large and small quantities, as there is in the time at which the contract is taken. The price varies more with the time at which the work has to be performed. The contracts for last year, for instance, were let twenty-five per cent. cheaper than they were in the preceding year. But I can hardly answer the question as to the difference between the large and the small contracts. The probability, however, is that the larger contracts are taken up at a somewhat cheaper rate than the smaller ones.

9586. Was it not the case that, at the Bargo Brush contract, a contractor named White took a large contract for the supply of road metal at a reduced rate to what had been paid to others on smaller contracts? Yes; he took up the contract cheaper than had ever been known on that part of the road. The first price that was paid, under the task-work system, was 10s. a cubic yard for metal, and White supplied it at 7s. 9d. per yard.

9587. In that case I believe there was an extension of the original contract? No, hardly. The first contractor having become a defaulter, White was taken in his place to complete the work contracted for, and that had been left unfinished by the original contractor. The money set apart by the first contract was simply appropriated to the payment of White, who stood in the position of the person who had made the original contract. But I consider that case at the Bargo Brush as an exception to the general rule.

9588. This case that I have referred to was the first instance of a transfer of a contract by you from the original contractor to another contractor who undertook to execute the work at a lower rate? Yes.

9589. When a considerable extension of that contract was proposed, was it not the case that fresh tenders were called for? It was; I know that you insisted upon fresh tenders being called for, although I pleaded very hard for White that he should be allowed to take up the work by tender without competition; but you said that it was only fair that the work should be submitted to public competition, that every one might have a chance of getting it if they desired to do so, and that White must take his chance with the rest. He did take his chance with the rest, and sent in a tender at so low a rate that he got the contract.

9590. In the case of the contracts on the Northern Road, do I understand you to say that these have been extended by you without the authority of the Minister? I believe I did not apply to you officially for authority to widen the bridges.

9591. But there was the case of an extension of a contract previously to that? That was under Mr. Bennett, not in my time.

9592. Was that an extension of a contract without the sanction of the Minister? It was not

not an extra and must therefore have been an extension of the contract; and it must have been done without being sanctioned by you, because it was not known in your Office; it was only furnished to me this year in the list of works. I acted in exactly the same way in the case of the Doughboy Diversion.

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9593. Did that work at the Doughboy Diversion amount to a fresh contract, or did it merely consist of extras necessary to carry out the original contract effectively? It consisted of works necessary to the proper carrying out of the contract, the main thing being the widening of the bridges from 12 feet to 18 feet, that alteration at once involving an increased charge of £700. This, however, had the sanction of the Minister; or if not the sanction, it was known to you at any rate.

9594. No formal sanction was given or asked for? No; except that I gave you a general statement that I proposed to increase the width of all the bridges on the contract, from 12 feet to 18 feet.

9595. In reference to White's case, may not the general rule have been to accept no large contract except by public tender? I may say that that is your general rule, and that it has been very stringently adhered to, except in cases of great emergency. In such cases you may have relaxed the rule; or, for instance, where there have been heavy floods, and immediate work has been required.

9596. From information you have obtained in your position as Commissioner of Main Roads, are you of opinion that any of the proper duties of the Minister for Works have been delegated by him, in an unusual way, to any subordinate officer in his department? Not in any way. If in any way I have erred, you are certainly not blamable for any excess of duty on my part; you are by no means reprehensible for my conceiving my power to be more extended than perhaps it is.

9597. Supposing the Commissioner to assume powers more properly belonging to the Minister, or which might be in excess of those he possesses by law, would it be possible for the Minister to inform himself of the assumption of these powers by the Commissioner, unless the fact were communicated to him by the Commissioner himself? I am not aware of any other way he has of acquiring the information, except perhaps through the Under Secretary.

9598. Would he be able to become aware of it in any other way? I am not aware that he would.

9599. Would it not be the case that, in the event of any excess of power having been exercised by the Commissioner, the first information that would come to the Commissioner would be from the Audit Office? That would only be in regard to money payments, and not in the case of the authorizing of works.

9600. Then, until the information came from the Audit Office, no question could arise that the Minister could properly deal with? No; he would only learn it by the Audit Office sending the money voucher back to the department, and saying that there was no authority for the payment.

9601. Then, if the sanction of the Minister was withheld from the voucher, the Commissioner would be surcharged? Yes, he would have to pay the money out of his own pocket.

9602. And that forms the check upon any improper exercise of power by the Commissioner? Yes. He would not be likely to pay money that he knows would not afterwards be allowed at the Audit Office.

9603. But if the Commissioner, or the head of any branch intrusted with the payment of money, were to make it a rule to authorize payments which were obviously improper, and without the sanction of the Minister, would not such a thing be soon known in the branch, and observations made upon it? Undoubtedly. We have so many checks in respect to contracts, that —

9604. I am not speaking with regard to contracts so much as to other amounts? Taking the maintenance men for instance. The amounts required for them are sent in by the Superintendents. He receives the returns from the overseers, and looks into and checks them before sending them in. Then there is a check again in the Sydney Office, where the vouchers are all carefully looked into, and if it should be found that the money was not spent in accordance with the documents in the Office, there would be at once a suspicion of foul play. These accounts pass through so many hands that it would be impossible for the head of a branch to have all these people in collusion. I may remark here, with regard to the powers of the Commissioner, that no decision has ever yet been come to as to the relative powers of the Minister and the Commissioner. It is a question that ought to be settled, so that it might be known where the power of the Commissioner ceases and that of the Minister begins. For my own part I have left this question open, but until I am called upon to make myself less responsible, I shall continue to act as I have hitherto done. At the same time I may add that I have, for the sake of advancing the work of my department, taken more responsibility upon myself than I should feel inclined to do in future. I deny, however, that I have taken upon myself any responsibility, except to see that the work done is for the benefit of the public.

9605. Has the exercise of power by the Commissioner since the time of Responsible Government being inaugurated increased or decreased—has it been on the increase or the decrease since that time—are you aware from documents now in the Office of the Roads Branch? Do you allude to the actual duties of the Commissioner?

9606. Not exactly, but to his powers. In the first instance, under Responsible Government, was the power exercised by the Commissioner the same as it is now? I think they were very much of the same kind then as now. His duties were very much the same then as now.

9607. But my question is this—Whether the power exercised by the Commissioner, independent

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pendent of the Minister, was not, for the first year or two after the inauguration of Responsible Government, very much greater than it is now? As far as Capt. Martindale was concerned, I know that he exercised very much more power than I have done, or than I have thought of doing.

9608. Were not many powers of the Commissioner, in the first instance, very largely exercised, more especially in the taking of contracts independent of the sanction of the Minister? I am aware they were. I know that from documents in my Office. I have there very lengthy correspondence on the subject; one of these letters runs over thirty pages, and enters into the subject very fully. In that letter Capt. Martindale asserts his right as Commissioner to deal with all contracts independently of the Minister, though that right he had not insisted upon carrying out. It would seem from the correspondence that a compromise was made between the Minister and the Commissioner, the understanding being that the works should proceed more regularly than they had done, and that the Minister should have altogether in his hands the contract part of the business. At the same time, as far as I myself was concerned, when I took office on being appointed Commissioner of Main Roads, I naturally conceived that I possessed all the powers that had been exercised by my predecessor in office, though probably much less than that possessed by the Commissioner at first. I have already stated that I considered there was some necessity for restricting the powers of the Commissionership as it at first existed, because it was not right that any officer should be in a position to know that his powers were almost unimpeachable.

9609. Is it the case that in all matters of importance, since you have been in office—such for instance as the making of tenders, the final determination upon contracts, the appointment of officers—all these matters have, as a general rule, been brought under the consideration of the Minister, and have been determined upon by him? Invariably.

9610. That has been the general rule? That has been the invariable rule, without exception.

9611. Then if you have exercised powers inconsistent with this rule, you have done so on your own responsibility? I have exercised no powers but those I have under the General Conditions, and they give me the power of extending contracts.

9612. Are they the new Conditions that you allude to? Yes.

9613. Have you a copy of them? A copy has been handed in to the Committee.

9614. This right of doing a greater or a less quantity of work than that contracted for, would, I conceive, be considered as an extension of the contract? Yes, within the limit of the old contract.

9615. Within the limit of the money voted for the work contracted for? No, within the limit of the old work.

9616. Would you consider yourself justified, supposing a contract to be taken for two miles of road on a schedule of prices, in extending that contract over any length of road at the same rate? No; I should consider that my power went no further than to order any additional metalling, or any extra work that might be required on these two miles of road.

9617. Then it would consist, not in any extension of the length of the work contracted for, but in an extension of the quantity of labour or material to be employed on that work? Exactly.

9618. In fact, to meet any miscalculation or error? Yes; or for anything that we might see, as the work progressed, to be required; as in the case of bridges, where, for instance, I directed them to be widened from 12 feet to 18 feet. This principle having been acted upon by my predecessor in office, I considered that I was quite at liberty to follow in his footsteps.

9619. But take the case of a specific contract for the erection of a bridge, we will say, for which a tender of £1,000 has been sent in and accepted—you would not consider yourself justified in spending two or three times that amount on the work, at a schedule of prices? Yes, I should; and I have done so repeatedly. The Hume Bridge is an instance of this. By the contract it was to be constructed of piles, but the contractor found that he could not drive them, and I authorized sills to be used, as recommended by Mr. Beazeley. I did this without your sanction, and it entailed an expenditure of an additional £500.

9620. That, however, was only an expenditure to obtain a foundation; but the same kind of bridge was erected as that which had been determined upon? I can hardly bear that out.

9621. However, the extra work was rendered necessary to the proper performance of the contract? Yes, certainly.

9622. But suppose you had in your Office the plan of a bridge that would cost £5,000, whilst the work of erecting the bridge had been tendered for, and the contract taken on plan that cost only £1,000; would you have been justified in substituting your £5,000 plan for the £1,000 one, and so carrying the work out at a different cost, although on the same schedule of prices? No, I should not.

9623. Then, do you consider that your power of extension is limited to what is clearly shewn to be necessary in carrying out the contract? Yes.

9624. Do you know any case in which the departure from the original contract is more obvious than that of the Hume Bridge? Yes, I could find several. I have no doubt that no official sanction was given for the stone piers that were used for the Bendemeer Bridge, in substitution for the piles originally contracted for.

9625. That was done under the authority of Captain Martindale? Yes, and was recommended in the first instance by Mr. Bennett.

9626. Are you sure that that was not done by public tender? Yes, quite sure.

9627. And that it was to have been a pile bridge in the first instance? Yes, the contract was taken for a pile bridge.

9628.

9628. And when the plan was altered, are you certain that no tenders were called for for the masonry? Yes, I am positive about it; for I happen to know that the work was done on a private arrangement between Mr. Bennett and the contractor, Dewall. I presume that Mr. Bennett's idea was that, as it was found that the piles could not be driven to a sufficient depth to make a substantial structure, it was necessary for him to substitute some other kind of construction.

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9629. What was the original contract taken for? The original contract was for about £1,300, including the piles.

9630. And this amount was exceeded? Yes.

9631. Can you mention any other cases in which a contract has been extended without the sanction of the Minister? I am not sure that the Arnold Bridge does not come under this head. It was to have been a laminated arched bridge in the first instance, and then Mr. Bennett altered his mind about it, after Mr. Martindale had taken the contract for its construction. The plan was altered to a more simple one, and I am sure that no fresh tenders were called for in that instance.

9632. Then do you mean to say that the Arnold Bridge was in effect built without tenders having been called for, and without the sanction of the Minister? No, I do not say that. Public tenders were called for, and a contract was taken for a laminated arched bridge, which is a much more difficult form of construction than a simple beam bridge. After the contract was taken, Mr. Bennett altered his mind about the plan, and substituted a queen truss bridge; and Mr. Martindale, who had the contract, was to do it at the same price as he had contracted to construct the laminated arched bridge for.

9633. Was that done without the sanction of the Minister? To the best of my belief it was. I do not believe that the question of the alteration was ever referred to you; nor was the question of lengthening the Fallbrook Bridge by one row of piles submitted to you for your approval.

9634. Would it be possible for the Minister to inform himself of any alterations such as these you describe, unless it came to his knowledge in the usual official way, or unless some complaint were made to him by the contractor? I think he might find a way of making himself acquainted with what was going on; he might do it by requiring the Commissioner to report to him upon all such alterations when they were conceived to be necessary, or he might require the Commissioner to send in a report to him every three months. As things now stand, the relative positions of the Commissioner and the Minister are not sufficiently well defined. This is a thing that must be done if the Road Department is to be placed on a satisfactory basis.

9635. Then you consider that the power of the Commissioner to make alterations in contracts is only limited by the amount of money voted for the work? That is my opinion.

9636. And that is the principle upon which you have acted? Yes.

9637. That being the case, I refer to my previous question:—Supposing £20,000 or £25,000 to have been voted for the Southern Road, and that a contract were taken, say for two miles of it just outside of Sydney, at a schedule of prices, and amounting in the whole to a few hundred pounds only—would you in that case consider yourself justified in extending that contract along the whole length of the road at the same schedule of prices? No, I should never have conceived myself justified in doing such a thing as that.

9638. You would not have done that? No; our plan is to divide the road off into so many contracts, according to the amount of money voted and the proportion we intend to spend on each part of the road.

9639. I am not asking you as to the practice, but merely the abstract question of whether you conceive you have the power to extend a contract in the way I have described? In such a case as that you have mentioned, I do not think I could spend the remainder of the money without your sanction.

9640. Then, as a general principle, this power of extension that you assert is very slight, being limited by the amount voted for the particular work, as well as by the extent of the work itself? Yes, it is limited by my being able to let off the contract in the first instance under the amount of the estimate on which the vote has been taken; for instance, if £1,000 are voted for a particular work, and I let it to a contractor for £800, I consider myself entitled, where I conceive it to be necessary, to have additional work performed on that contract to the extent of the £200 balance.

9641. Then I do not understand where your power is limited? I thought I had made it clear that it was limited to the £1,000 voted for the work; beyond that I cannot go.

9642. But going beyond the £1,000, and taking a large amount of £20,000 or £30,000 voted for a line of road—would the same principle apply to that amount as to the £1,000? That is not done in one contract. Suppose we wish to have a piece of road twelve miles in length made and metalled, we do not let it out in one contract; I should divide it into six contracts of about two miles in each.

9643. I am not asking you what you do, but rather what you conceive you have the power to do. There is a sum of £20,000 or £30,000, or whatever it may be, voted for a line of road; now, if you have the power indefinitely to extend a contract, except only with a limitation of the sum to be expended, and if, as in the instance you have stated, you have the power to extend the contract up to the amount voted—why should you not have the power to extend a contract taken for a small section of the road over the whole of that road, provided you do not exceed the amount appropriated for the work? If I do not exceed the amount, I have the power.

9644. Then you may extend a contract taken for a few hundred pounds over work that will amount to several thousands? No; I should not do that, because there are many contracts on the road.

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9645. But I am supposing that there is only one contract. If a man takes a few hundred yards of road to metal at one end of the road, would you have the power of extending that contract right along to the extreme end of the road? I should not conceive that I had power to do such a thing as this.

9646. But you say that you have the power of extending a contract within the amount available for the work? Yes, I have; that power is distinctly given me by the General Conditions.

9647. I do not say that you have not that power; all I ask is, do you consider that you have it? Whether I have it or not, I should not think of exercising it in such a way as you have described, as that would be an abuse of the power vested in me, and a diverting it from its legitimate object. It is one thing to have power and use it for a beneficial purpose, and another thing to have power and to abuse it.

9648. In the two cases to which you have alluded, those of the Hume Bridge and the Bendemeer Bridge—is it not the case that the extension of the contracts has been caused by matters that could not have been foreseen at the time the contract was taken, the extended works being such as had become necessary from the ticklish nature of the ground for the foundation? I have already stated to the Committee that I have never, during an experience of twenty-five years, known any contract to be carried out strictly in accordance with the original specification. Whether they were railway contracts or road contracts, or any other kind of contracts, certain deviations from the original specification would always be sure to occur, or certain alterations or improvements would suggest themselves to the engineer as the work proceeded, and in this manner the original plan is sure to be modified in some way.

9649. Then, as far as the extensions are practically concerned, they have only been sanctioned in cases of ordinary contract, when extra work is found to be absolutely necessary, or where it has been found to be palpably and unmistakably an improvement as the work proceeded? Exactly. As for example, if less or more cutting was required for an embankment; if a greater or less quantity of metal was required upon a particular piece of road, the necessity would be so very self-evident that it would scarcely be deemed necessary to go to you, as Minister for Works, to authorize the proposed alteration. In this respect I consider it as absolutely essential to the proper conduct of the works that some power of extension should be lodged in the hands of the Commissioner for Roads. At all events I have considered that, as Commissioner, I had such a power, and I have acted upon it in more than one case. But at the same time I may say that I have never in any case made an improper use of it, or ever exercised it unless when I have seen that the public service would benefit by my so doing. Questions are constantly arising in the course of the carrying out of a contract, and these have to be decided upon at once, so that the work may not be delayed. Suggestions for alterations or improvements are also made as the work proceeds, and these have to be dealt with without delay. If these things are not to be done by the Commissioner, by whom are they to be done? He knows the work and the nature of the contract taken, and in most cases, his sanction to an extension or an alteration is a mere matter of form. Thus, the Superintendent in charge of a particular work reports to the Commissioner that a certain alteration in the contract he is supervising is requisite for properly completing the work. Of course I presume that, as the Superintendent holds a responsible situation, he would not make such a report to me unless it was necessary; and on his report I sanction the alteration. So that, in point of fact, the Committee will see that it is the Superintendent in charge of the work, and not I, who make the alteration, since it is upon his report that it is done, and an inspection of the work is not made in every instance by the Commissioner.

9650. Still there should be some check in the head Office? Yes, and that is provided by the sanction of the Commissioner. As I said, he knows the work and the nature of the contract, and can therefore see the effect of the proposed alteration, and so form an opinion as to whether it has been judiciously recommended.

9651. In the case of any considerable deviation from a contract, would it be in accordance with the usual practice of the Road Branch for the Commissioner to obtain from the Minister a sanction in any way for the payments rendered necessary in consequence of this extension? It has not been the practice, either with Captain Martindale or myself, to obtain such a sanction.

9652. It has not been the practice with you, at all events? No, not to communicate with you officially.

9653. Is the largest instance of a deviation that which you have mentioned has having occurred under Captain Martindale—the largest in point of amount I mean? Do you refer to the Murrurundi Gap?

9654. Yes? I should be sorry to say so. The alterations to the Denison Bridge at Bathurst involved a much larger amount.

9655. Have there been any others of a larger amount? I have no doubt there have been; but I cannot recollect any just at this moment.

9656. There have not been any alterations made that have brought the work under the amount of the contract taken? No; but several have been executed in which the cost of the deviation has not exceeded the original amount of the contract.

9657. By whom was the contract for the Denison Bridge taken? I do not know.

9658. There were, however, additions and alterations made to the original plan? There were, and very extensive alterations.

9659. Do you know what they were? I do not. It is now several years ago since that bridge was constructed.

9660. Before your time, was it not? It was.

9661. Then you are not speaking of your own knowledge in respect to this work? No; but,

but, as you asked the question in regard to the cost of deviations from an original contract, I adduced the Denison Bridge as an instance. There is the Falbrook Bridge again, in which the deviation from the original specification entailed an additional cost of £600 or £700. There was an extra span of one chain added to the bridge, and I am not aware that the deviation ever came before you.

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9662. Are you aware that it did not? No; perhaps it did.
9663. *By Mr. Dalgleish:* Have you in your Office any calculation made by Mr. Bennett of the quantity of work to be performed under the contract for which the Doughboy Diversion was substituted? Yes, I have a calculation of the quantities of work made by Mr. Bennett.
9664. Was not that contract let by Mr. Bennett? It was.
9665. Have you those quantities with you now? Yes.
9666. Will you hand them in—that is, the calculation of the quantities on the work for which the Doughboy Diversion was substituted—the quantities and the work on the bridges. (*Witness produced a paper containing calculations.*) This is not what I require; these are the calculations for the Doughboy Diversion; what I want is the amount of work to be done on the piece of road for which the Doughboy Diversion was substituted? The deviation was only very trifling; it was only a deviation of 7 chains in a total length of 199 chains, leaving 192 chains exactly as they are here; the amounts would be the same as appear here by omitting two bridges and substituting for them a large cutting of 12,000 cubic yards.
9667. Can you give the Committee Mr. Bennett's calculations of these bridges that were contracted for? I gave them in yesterday.
9668. Are these that you have produced the only calculations of work and prices that Mr. Bennett has left behind him, in the Office of the Roads Branch, with regard to this matter? That is impossible for me to say. I only know that these calculations embrace all the works included in the specification.
9669. It is impossible to glean any information from these calculations which you have just produced? That may be the case with some persons, but we understand them well enough, and we work upon them.
9670. With the exception of this deviation, was the contract carried out in accordance with the original specification? No, the bridges were widened from 12 feet to 18 feet.
9671. Was any further alteration made? Yes; the fall of the slopes was increased, as it was found that they would not stand without.
9672. They were altered from the original drawings? Yes.
9673. When were the trussed bridges mentioned in Mr. Bennett's estimate erected? Not one of them was erected.
9674. Were any erected with beams and corbels? No, I regarded them as altogether useless. The corbels are really of no advantage to the structure, and they only add to the expense unnecessarily.
9675. They were not constructed then in accordance with the plans? Not in that respect.
9676. How many were mentioned in the specification, in the first instance, to be constructed with corbels? I cannot say how many, but I discarded the corbels as useless.
9677. Have these bridges been constructed in accordance with the plans furnished to the contractor, and on which he based his tender? Yes.
9678. Has not one of them been curtailed two spans? No, but one of them has been curtailed one span.
9679. Your answers and these calculations do not go to the point that I wish to arrive at; I want to know what the cost would have been under the original specification, as compared with the cost entailed by these alterations? I am perfectly aware of what your object is.
9680. Do you know a portion of road called the Camden Flats? Yes, at Camden, on the road to Razorback; that is on the Southern, not on the Northern Road.
9681. When on the Northern Road, did you ever authorize the payment of 16s. 3d. per cubic yard for road metal? No, I never heard of such a sum being given for metal there.
9682. Have you ever authorized the payment of that price on any other road? Yes, repeatedly, on the Southern Road; but then it was for metal supplied under contract taken by public tender, and was the lowest price at which it was to be got. I have even paid a higher price than that, for it has cost as much as £1 2s. 6d. per cubic yard in some cases. If you only look at what is the Sydney price of a yard of metal, you can judge what it is likely to be 30 or 40 miles on the road. However, the price has been reduced lately, and we have obtained it in some cases as low as 7s. 9d.
9683. What would the saving be to the contractor if he were allowed to leave stumps standing in the roadway, instead of taking them out as he had contracted to do? The saving in the case you refer to would have been about £40 on the whole contract; and I have knocked him off £40 for not having taken them out.
9684. You have mulct him in the sum of £40 for this breach of contract? I have deducted that amount, and there is an end of it. On the completion of his contract I authorized the payment of £160 instead of £200, the amount he had to receive under his contract, the £40 being knocked off for the stumps that were not taken out.
9685. *By Mr. Arnold:* Was that a fair price to take off? As I said, a cost of £40 would have taken them out.
9686. Then he would have been very willing to have done the work and to have taken the stumps out, if you had allowed him the £40 which you knocked off? Yes, of course he would; but then I would not allow him to do so, because in taking out the stumps he would spoil the road. In order to prevent any discussion about money having been paid away for work that was not done, I told him that this matter of his, having left the stumps standing in the ground, had been very much talked about, and that I should therefore dock him 20 per cent. for not having carried out the terms of his contract.

W. R. Collett, Esq. 9687. Did he submit to that reduction? Of course he did not like it, and grumbled a good deal, but he did not deny that the wood was there.

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9689. You told him so after this inquiry had been commenced? Yes, on my last visit to the Northern District.

9690. You did not say anything to him about a reduction prior to the institution of this inquiry? No, I could not do so. I had nothing to do with the payments until the work was finally finished and handed over to the Government as completed. Any question of the kind raised before then would be quite irrelevant, because the contractor might say that he intended to do what was complained of. It is only on the final completion of the work that the contractor is definitely bound.

9691. *By Mr. Hoskins*: Would you have paid him the full amount of his contract money if this investigation had not taken place? No, certainly not.

9692. Was it not stated here that there was fallen timber on the ground that was not removed when the road was cleared, but was allowed to go into the embankments? Yes, I know that evidence to that effect was given; but it is not the case; there is none of the fallen timber in the embankments.

9693. Do you remember Mr. Hannington's examination? I do.

9694. He stated very distinctly that it was so? He spoke of a different time. It was at the date of his letter that the timber was lying about; but when I saw the line shortly afterwards, there was no loose timber on the ground.

9695. Might it not have been hid from your sight by the earth from the cuttings, when you subsequently inspected the work? No, it could not have been, because if it had been in the bank I must have seen it lying about on some of my previous visits, and I was there four or five times before then. The clearing of the line was the first work done, and I was particular not to allow the contractor to leave any of the dead timber lying about on the line. I always took notice to see if it was all removed.

9696. Was there 20 feet of solid roadway in the big cutting? Yes, fully 20 feet.

9697. Are you certain about this? Yes, quite certain, for I measured it myself.

9698. Mr. Hannington says that he measured it and found only 13 feet? I do not care what he says; he knows nothing about it; besides that, his evidence refers to September last, and the plans have been altered since then.

9699. The road is cut on a siding, a certain portion of it being solid and the rest made ground from the cutting? Yes.

9700. Well, Mr. Hannington says that the solid portion of the road, that is excluding the made ground, is only 13 feet? And I say that it is considerably more—20 feet at the least. I will shew you the mistake Mr. Hannington has made. He speaks of September last, and the plans were altered. I produce the original plan as suggested by Mr. Debenham, which will shew the alterations made in the cuttings on these sidings. (*Plan produced and explained to the Committee by witness.*)

9701. *By the Chairman*: Your accounts are only checked in the Audit Office? Yes; all my accounts are sent to the Audit Office, where they are checked by the receipted vouchers.

9702. What other check is there? They are checked in the Office.

9703. But suppose you should make an improper payment of money, what check is there upon your so doing? I could not do such a thing unless the Superintendent and the Accountant were in collusion with me. Every account comes to me in the first instance from the Superintendent, with his voucher. Then I cannot take the book and draw a cheque on the bank; if I did, the bank would not pay it. The way is this,—when an account is sent in it is brought under my notice, and if I find it all correct I pass it. It is then checked in the Office and compared with the documents relating to the work for which it is the payment. Then a cheque is drawn for me sign, and even when I sign it, it is of no use unless it is countersigned by the Chief Clerk in the Office.

9704. So that there must be collusion between these two parties—the Commissioner and the Chief Clerk—before money could be drawn from the bank improperly? Yes, except there were collusion between the overseer and the Commissioner in furnishing fictitious vouchers.

9705. Then I suppose that the amounts voted for the works under your charge during the year is placed altogether to your credit in the bank? No. When the Appropriation Act is passed, it is intimated to me that such a sum has been voted for road works. I then state what amount I shall require for the month—say it is for the first month, January, and that I require £10,000—that amount is paid into my credit at the bank.

9706. Then all these various amounts that are voted for different works are not kept separate? Yes, they are, every one of them.

9707. A separate account for each particular work? Yes.

9708. Then you draw a cheque for that particular work and no other? No; we make no distinction in the cheque; they are the cheques of the Road Branch and that is all.

9709. So that if you chance to overdraw upon any particular work you are able to make up the deficiency by paying it out of another? No, we do not overdraw, because we have our account in the Office, from which we at once see when the sum is exhausted.

9710. But there is no separate account kept of these works in the bank? No, not in the bank.

9711. They are all kept together then in one account there? Yes.

9712. And are drawn upon by cheques from your branch, without stating for what particular work the payment is made? Yes.

9713. If three or four works are in course of construction, and others that are not required for

- for some time, where there are several of these amounts handed to you at once, do you not draw upon the sum indiscriminately, regarding it as one account? No, we do not; but the Treasurer does, by giving us the whole sum voted in one account. We separate the sum thus given into the various items voted for the different works. W. B. Collett,
Esq.
10 Jan., 1862.
9714. In your cheques? No, in our accounts.
9715. Not in the cheques? No; it would be impossible to do so in the cheques, because a cheque may include two or three payments upon as many different works.
9716. Then it is possible, and I do not say it offensively, but merely as a matter of possibility, for the Clerk and the Commissioner by collusion to draw from the bank the whole sum voted for road works during the year? Of course it is possible.
9717. *By Mr. Dangar*: Is your bank account audited by the Government? Of course it is—monthly.
9718. How much, about, is paid in to your credit every month? If £100,000 are voted for road works during the year, about £10,000 monthly. It depends entirely upon the amount voted by Parliament.
9719. You have stated, I believe, that you do not consider yourself, as Commissioner for Roads, liable to be called to account in any way except by the Governor and the Executive Council? I have. My liability is fixed by the Main Roads Act.
9720. When Mr. Hawkins presented you with Mr. Quodling's cheque that had been given for his salary, and been dishonored, did you impound it? No; I refused to have anything to do with it. He wished me to take it, but I declined.
9721. Was it dated previous to or since Mr. Quodling's resignation? It was dated the 20th November, and therefore since his resignation.
9722. Do you recollect Greer and Clements taking a contract for a piece of road from Scone to Aberdeen? I do.
9723. Was that contract taken for a large amount less than the estimate in your Office? Yes, considerably under our estimate.
9724. And much less than Miller's tender? Yes.
9725. And did you pass that contract? Yes; I was rather sick of them, and was glad to get rid of them in this way.
9726. Do you know Wightman? I do.
9727. He has often put in tenders for works on the Northern Road? He has not.
9728. What is the reason that he has never got a contract—that his tender has never been accepted? Because his tender has never been the lowest; he has always tendered too high.
9729. Are you aware that Mr. Brown, one of the overseers on the Northern Road, is now superintending the erection of a bridge at the Kingdon Ponds? I am.
9730. Has he been authorized to superintend this work? He was ordered to do so.
9731. By whose orders—those of the Commissioner? Not by my orders; by orders of the Minister, and I may say, in opposition to my opinion. I think a Superintendent has quite enough to do to attend to the works of which he has charge.
9732. How was it that he was directed to superintend this work? A representation was made by the Police Magistrate of the district that the services of one of the Road Superintendents would be of great advantage in the construction of the bridge, and the consent of the Minister was asked to this being done. He agreed to it, and Mr. Brown was directed to superintend the work.
9733. Then is it usual for road overseers to superintend the construction of bridges for Benches of Magistrates, as Mr. Quodling has done, and as Mr. Brown has been directed to do? If it is near to their line of road of which they have charge, there is nothing very unusual about it; but in Mr. Quodling's case the place was more than 70 miles distant from the works of which he had charge.
9734. You know Mr. Newcomen? Yes.
9735. Did you allow him to work his teams, day-work, on the road you had charge of? I did.
9736. Whilst he was an overseer under Government? No, whilst he was under me, when he was in my employment, but before he was a Government overseer.
9737. He sold flour and beef, I believe, to the men working on the road? He did, and was not dismissed for it.
9738. Was he a competent man as an overseer? Yes; he was a very good man.
9739. Did Captain Martindale appoint him in the first instance on trial? All the officers on the roads are appointed in the first place on trial.
9740. You let a large contract, amounting to several hundreds of pounds, on the Northern Road, without consulting the Minister for Works? Not a contract, but an extension of a contract. But I have explained that actually all these things are done by the Superintendents for and not by me. They recommend the alteration and extension; I simply approve or disapprove of it.
9741. Are you aware that Miller, Martindale, and Wightman, have put in a quantity of sand as ballast upon the portions of road they are making? I did not know before you mentioned it; but I will take care and see to it when I next go up there, and if they have done so they shall take it all off again.
9742. How is the work measured that is done on the road? What part of the work?
9743. The metalling? The present rule is to measure it at the quarry before carting it.
9744. But when it is on the road? We measure it at the quarry, not on the road.
9745. When it is used as ballast? Yes, it is all measured in heaps at the quarry before carting.
9746. Do you pay the same price for ballast, whether it is stone or sand? We pay the same price for whatever stone is used, provided it is the best to be got in the locality; but I am not aware of any sand having been used; we call it gravel; perhaps it is that which you allude to.

APPENDIX.

A.

*Surveyor General's Office,
Sydney, 6 December, 1855.*

Sir,

With reference to your letter of the 23rd ultimo, stating that you will lose no time in furnishing the department with longitudinal and vertical sections of the present line of road between Maitland and the Liverpool Range at Murrurundi, and also with a preliminary survey and sections of the line which the Railway should take between these termini, I have to inform you that I approve of your doing as you propose, and to request that you will do it as speedily as possible.

I am, Sir,

Your obedient servant,

GEO. BARNEY,
S. G.

W. R. Collett, Esq.,
Surveyor to the Northern Road.

B.

*Surveyor General's Office,
Sydney, 4 April, 1856.*

Sir,

Sections and
Report of Line of
Railway North
to Liverpool
Plans.

Having submitted to His Excellency the Governor General, your letter and its enclosures, dated the 31st ultimo, received yesterday, I have been directed to express to you His Excellency's thanks for the trouble which you have taken in the matter.

I have, &c.,

GEO. BARNEY,
S. G.

W. R. Collett, Esq.,
Surveyor to the Northern Road,
Singleton.

C.

*Government House, Sydney, New South Wales,
28 December, 1861.*

Dear Mr. Collett,

I am directed by His Excellency Sir John Young to write you a line, for the purpose of stating that he was personally acquainted with you in England for some years, at the time that you were a Member of the House of Commons. From the active part which you then took in railway management, and in promoting the Holyhead Harbour, His Excellency believes you to be quite competent to superintend public works, such as the roads, which have been intrusted to you in this Colony.

Believe me, &c.,

F. TURVILLE,
Private Secretary.

To
W. R. Collett, Esq.,
&c., &c., &c.

A true copy.—A. J. CHISHOLM. 30/12/61.

SEPARATE

SEPARATE APPENDIX.

A.

*Roads and Bridges Office,
Melbourne, 11 December, 1861.*

Sir,

In answer to your letter of the 3rd instant, inquiring, as Chairman of a Select Committee of the Legislative Assembly of New South Wales, whether Mr. Joseph Martindale had been disqualified from contracting under the Board of Land and Works, I have the honor to inform you that he has never been formally so declared, but that he has held no contract under the Government of this Colony since 1858.

2. His conduct was very unsatisfactory, he having become insolvent whilst a contractor, and more recently, having been responsible agent of a contractor on whose work a flagrant fraud was perpetrated, which I believe could not have been effected without his (Martindale's) knowledge.

3. I think it therefore unlikely that the Board of Land and Works would again entrust him, either as principal or agent, with the execution of any contract, and I certainly should have no hesitation in using my influence to prevent any tender of his from being accepted.

I have, &c.,

JOHN STEAVENSON,

Commissioner of Roads and Bridges.

William Forster, Esq., M.P.,
Union Club, Sydney.

B 1.

*Roads,
Railway Department,
Sydney, 17 September, 1857.*

Sir,

Your letter of the 14th instant has been submitted to the Chief Commissioner, and upon it he has to make the following observations:—

1. Murulla Diversion.—It appears that upon his own responsibility Mr. Collett has expended the sum of £120 upon the Murulla Diversion, and in so doing, has involved the Government in an expense which there is no vote to cover.

Mr. Collett, however, received a sort of authority for his proceedings, in that no orders appear to have been sent to prevent his commencing the work, and under these circumstances I shall recommend that the £120 be defrayed from the vote of £8,000. Mr. Collett will distinctly understand no further sum is to be expended upon this Diversion without special sanction.

In what he has already done Mr. Collett has exceeded both his instructions and the wishes of the Government; he has made a road they were not prepared to order, and pledged them, as far as lies in his power, to complete and maintain it. I wish Mr. Collett to understand my views, in such cases, of the term, "responsibility," viz., that an officer who expends money for which he has not authority is liable to have it deducted from his salary, and I request that he will not in future consider himself empowered to assume any such responsibility, except in cases of such extreme emergency as will not permit of the delay of a reference to me, when he must be prepared to justify the expenditure by the exigency of the case, but that he will confine his exertions to the best expenditure of the authorized votes, under the regulations he may from time to time receive for his guidance.

2. "Conical Hill"—On the 10th instant, by order of the Honorable the Secretary for Lands and Works, I directed Mr. Collett to report upon a letter from Mr. Loder; I have not received any report, but I now learn that Mr. Collett is at work upon the road. I wish to know from Mr. Collett why the report has not been sent, and upon what authority and vote Mr. Collett is expending money at this point?

3. As the expenditure of the special vote of £1,000 *must* be kept separate, as ordered, I cannot admit the impossibility of doing so. Mr. Collett states it to be impossible, because the repairs have been going on since the first flood of the 18th June, and the grant has been anticipated by at least £200; but Mr. Collett had again no right to make such an anticipation, and no power to involve the Government in an expenditure of £200, without sanction. The £200 must remain as it now is, debited against the £8,000; and a clear account must be kept of how the £1,000, or so much of it as is absolutely necessary to repair the damages done by the recent floods, is spent.

To facilitate this a form is enclosed which Mr. Collett will forward monthly, shewing the expenditure upon each part of the roads under his immediate supervision, both under the £1,000 vote and the ordinary vote of £8,000.

4. Mr. Collett states—"The money in hand (say £3,000,) is already appropriated to clearing, draining, and ballasting contracts along the line, together with the maintenance of an efficient staff till December 31st, 1857.

If I understand this rightly, Mr. Collett has made contracts, amounting together, with the maintenance of his staff, to £3,000, but by his general instructions of 28th March, 1855, contracts previously to being taken were to be submitted for the sanction of the Colonial Architect. Here again Mr. Collett appears to have exceeded his powers, and I request he will furnish me with an early statement of how he proposes to expend the above £3,000, for my consideration and sanction, if approved.

With reference to Mr. Collett's statement, that both roads (Murulla Diversion and Warland's Flat) are indispensable, I must call his attention to the fact, that while he has twice made this statement, he has given no reasons for it, and I request he will furnish me with them.

The result now is, that in addition to the vote of £8,000, and a special grant of £1,000, Mr. Collett states it to be absolutely necessary that a sum of £1,020 should be given for the repair of Warland's Flat Road, and £350 (in addition to £120 already spent) for the Murulla Diversion, or £1,400 in all.

In looking into the question of these two roads, Mr. Secretary Hay stated his opinion that the Murulla Diversion might ultimately be found the preferable road for the great part of the Northern traffic; and if so, that only such a sum should be spent upon the Warland's Flat Road as would put it into such repair as to enable it to bear the light traffic that in such a case would pass over it. By his letter of the 20th April, 1857, copy of which was forwarded to Mr. Collett on the 22nd April, 1857, Mr. Hay directed this road to be put into repair. I wish to know from Mr. Collett whether this was ever done, or if not, why it was not done; and, taking Mr. Secretary Hay's view of the case, whether £1,020 will still be required to put this road in repair?

The question of any further grant for these roads will be referred to the Secretary for Lands and Works.

As

As regards the deviation at Warland's Range, I have no objection to Mr. Collett consulting Mr. Bell upon the subject, when that officer arrives; after which Mr. Collett will attend to the instructions conveyed to him in my letters of the 25th August and the 12th instant.

In order that there may be no misunderstanding on the part of Mr. Collett, as to the exact system under which the roads are to be at present carried on, enclose him a copy herewith of the letter of the Secretary for Lands and Works, dated 28th July, 1857. By this Mr. Collett will see that the roads constitute an integral part of the Railway Department, under the direction of the Chief Commissioner.

I feel it necessary to call Mr. Collett's attention to this, since from many expressions in his reports, and their general tone, there appears to be in his mind an idea of a responsibility and authority independent of the Chief Commissioner.

That officer is responsible to the Government for the due management of the roads placed under his charge; Mr. Collett is responsible to him for carrying out his orders, in compliance with the direction of the Government.

The Chief Commissioner will always be happy to receive and weigh, to the best of his ability, every suggestion, either from Mr. Collett or any other officer of the department, for the good of the public service; on the other hand, he expects from all, that spirit of subordination and cordial co-operation, in carrying out his views and wishes, without which no department can work efficiently, and without which he cannot recommend the Government to retain any officer under his orders.

I have, &c.,

JOHN RAE,
Secretary.

W. R. Collett,

Surveyor to Northern Road, Singleton.

The form referred to in the above observations of the Chief Commissioner, is not yet printed, but will be transmitted by the next post.—J. R.

NOTE.—The form forwarded on the 22/9/57.

B 2.

Roads,
Railway Department,
Sydney, 30 October, 1857.

Sir,

I am directed by the Chief Commissioner, with reference to his letters dated 13th, 22nd, and 24th instants, to inform you that renewed complaints have been received by the Honorable the Colonial Secretary, of the road at Singleton not having been yet repaired; and that he has been instructed to acquaint you, that should it be found you are either unwilling or unable to obey the instructions transmitted to you, it will be necessary to remove you from the appointment you now occupy.

I have, &c.,

JOHN RAE,
Secretary.

W. R. Collett, Esq.,

Singleton.

B 3.

EXTRACT of a Letter from the Minister for Lands and Public Works to the Commissioner for Internal Communication, dated the 14th January, 1859, in reply to a Letter from Captain Martindale on the Management of the Main Roads of the Colony.

“ 9. Referring to that portion of your letter under reply, in which you state that the remarks made by you as to the want of qualification on the part of the Superintendent of the Western Road apply to the Superintendent of the Northern Road, I am directed by the Secretary for Lands and Public Works to state that he is very much surprised to find Mr. Collett—a gentleman who possesses a larger share of the confidence of the Government, and of the public, than any other man in the Colony, as a road-maker—should be thus alluded to. Mr. Collett has within a few years constructed the Northern Road, and it is now incomparably the best of the three Great Roads; and this, notwithstanding that it had no advantage whatever, or scarcely any, from prison labour, in the earlier days of the Colony, while the Western and the Southern Roads had many thousands of pounds expended on them. Mr. Collett, I am to observe, introduced an entirely new system of dealing with the works under his charge, and employed respectable persons as overseers, and has given entire satisfaction.

“ 10. The Secretary for Lands and Public Works would therefore desire, before determining any general plan of road management, to have from Mr. Collett, as the oldest and most successful practical road-maker and manager in the public service, a report containing any suggestions he may be disposed to make upon the matter.”

B 4.

Road Branch,
Department of Internal Communication,
Sydney, 14 July, 1859.

Sir,

I am directed by the Commissioner to acknowledge the receipt of the following letters and memoranda from you, viz.:—Your letter of the 29th ultimo, 59/129, in reply to my letter of the 25th ultimo, 59/722, having reference to the charges made by Mr. Dangar against you and the overseers under your immediate orders; your memorandum of the same date, in reply to the Commissioner's Minute of the 24th ultimo, having reference to M'Donald's contract; and your letter of the 2nd instant, No. 59/156, in reply to the Commissioner's Minutes of the 27th and 29th ultimo;—and I am to inform you that the explanations afforded by you are not satisfactory to the Commissioner, and that it is his intention to bring your conduct, in these particular matters, and generally, under the consideration of the Secretary for Lands and Public Works.

The Commissioner has arrived at this decision with the greatest reluctance, but it is as impossible as useless for him to continue such a correspondence with you as you have rendered it necessary for him to commence; and he has borne with conduct in you similar to that of which he has now to complain, until he feels that he would fail in his duty were he to permit it longer.

Upon the particular papers now under consideration, I am to make the following remarks:—

1. In reference to your letter (59-129) relative to Mr. Dangar's charges, I am to inform you that Mr. Dangar's letters were sent to you in order that you might be fully acquainted with the charges preferred against you, and the overseers who are or have until very recently been under your immediate orders, and in order that you should furnish the Commissioner with a detailed report, in refutation or explanation of those charges. This you have not done.

As

As regards the arrangement for a deposit of £20, which you state you made with your overseers, and repaid to them on leaving your service, I am to observe that Mr. Dangar's complaint was the first intimation the Commissioner ever had of such an arrangement being in existence with the overseers employed under your immediate orders; and the Commissioner presumes no such arrangement now exists with Messrs. Hawthorne, Doyle, and Clements.

I am to express the Commissioner's surprise that you should refer him to Mr. Newcomen for an explanation about work carried on by that officer while employed as an overseer under you; that work should have been in progress of such a character without your being aware of it; and that you should state that Mr. Newcomen had no idea he was exceeding his duty in contracting for slabs for a bridge never sanctioned by the Commissioner, and, it would appear from your letter, never authorized by you.

The Commissioner does not understand how, in the face of the numerous explanations he has lately been compelled to call for, from you, relative to your conduct as a road superintendent, and his letter and minutes upon these explanations, you could think that Mr. Dangar's letters were sent to you by the Commissioner as a mark of his confidence in your superintendence. They certainly were not so sent, but for your report, as stated in the official letter which accompanied their transmission to you.

2nd. In reference to your memorandum of the 29th ultimo, relative to Mr. M'Donald's tender, I am to observe that, if the tender was, as you state, very ambiguous, it was in your power to have obtained full information by reference to this office, and especially as the Commissioner himself acquainted you that, though about to be absent from Sydney on duty, he could always be communicated with by telegram, and directed you, by letter, to forward your reports and papers as usual. The Commissioner had your estimate of the value of this work before him when he made his recommendation to the Government, and he did not consider it necessary, therefore, to "solicit your views" upon this matter.

As regards your statement that your certificates were for 70 per cent. only of the amount due to M'Donald, I am to observe that there was nothing whatever upon your voucher to intimate that such was the case; and that, in the £279 4s. 6d., named by you, you still improperly include 1s. per lineal yard, for forming.

The Commissioner does not understand how, in the face of the vouchers sent in as above stated, and your previous correspondence, you can state that you made no arrangements with M'Donald. He directs me to say that he is about to take the instructions of the Secretary for Lands and Public Works in this matter, but that in the meantime no money must be paid to M'Donald unless in accordance with paragraph 9 of his minute of the 24th ultimo, a copy of which is again enclosed.

3rd. As regards your letter of the 2nd instant, 59/153, the Commissioner does not comprehend why you should regard official memoranda in a different light from official letters, but his remarks are justified by both your letters and memos. At the same time the Commissioner has never in any way or at any time desired that you should not express yourself freely and frankly on all subjects.

When the Commissioner met you at Maitland on the 6th April last (a journey which the great difficulty he experienced in obtaining full and satisfactory explanation on the subject of expenditure from you, without endless correspondence, rendered necessary), he repeatedly asked you if you were certain that you were acquainting him with all the liabilities you had incurred, and he arranged to pay all that you then informed him was due, and even to meet contracts to which, without authority, you had pledged yourself; and the Commissioner cannot attach much weight to your excuse that you had not your accounts with you, because his interview with you was only the conclusion to a long correspondence on the subject of your expenditure, and he is under the impression that, although you had not actual vouchers, yet you had a memorandum book to which you referred, and from your present letters and other circumstances he is disposed to attribute the erroneous statement made by you to him rather to your ignorance of the amount of work going on in your district, and to the fact, as stated by you, of contractors having ventured to execute work upon the road under your charge, without any authority, than to your not having accounts with you. But I am to observe that at any rate it was your duty as soon as you became acquainted with the discrepancies between the information given by you to the Commissioner, and the facts, to have communicated them to the Commissioner, and to have requested instructions, and the Commissioner cannot, for a moment, admit that your views upon road-making may, as you intimate, be considered as a palliation of "apparent negligences and extravagancies," and disobedience to the Commissioner's instructions.

In reference to the £1,500, and the manner in which you have expended it, I am to refer you again to my letters to you of the 9th March and 12th April last, and the papers which accompanied them, which in the clearest way defined how, when, and where this amount was to be expended, and shewed that no more funds were available, but to which you do not appear to have attended, and I am to observe that as vouchers are sent in and paid weekly, there ought not have been any difficulty arising from "winding up Mr. Newcomen's accounts."

In reference to paragraph 4 of your letter, I am to observe that no instructions have been sent to you to do work where contracts have been advertized for.

In reference to paragraph 5 of your letter, the Commissioner has never directed you to issue public tenders for the maintenance of the road in the Scone district, and desires that you will forward him copies of the notices issued, and state how, when, and where they have been made public; and he requests that you will not in future issue such notices without first obtaining his sanction. He is unable to concur in your view of the peculiar dangers and difficulties of the Scone district.

The explanation offered by you in the 6th paragraph of your letter is no justification for disregard of the Commissioner's orders, and the Commissioner fails to see why the overseers should be quoted, or that it is not their interest to give satisfaction to the Superintendent—their immediate superior.

After the opinion expressed by you in the 7th paragraph of your letter, the Commissioner is not surprised to find that day labour has been continued in your district, and that any attempts you may have made to introduce task-work have been so unsuccessful; and he has no hesitation in expressing his belief, that had it been possible for him to have been on the spot himself, or to have sent the Engineer for Roads, or the Clerks of Works, any difficulty about the introduction of task-work would have been overcome.

The Commissioner has until now given you every credit for zeal of purpose and energy of action, but the fact of Mr. Newcomen executing work of which you had no knowledge, and of Messrs. Miller & Co. carrying on work without any authority, and to an extent of which you were not aware, and also of the manner in which it appears Mr. Margrie has been paying his workmen, respecting which the Commissioner has called upon you for explanation, tend to shake the opinion he had previously entertained; at any rate, the Commissioner must observe that zeal and energy are dangerous qualities when coupled with disregard of orders.

It is because the Commissioner has found it necessary so frequently, both personally and by letter, to warn you against unauthorized expenditure, against disregard of orders, and against the use of language highly improper in official correspondence, and has found all his warnings set at naught by you; and because, even were it advisable, which it is not, it would be impossible with his other duties, for him to be from time to time occupied with such a correspondence as the present, that he feels it his duty to bring your conduct under the consideration of the Secretary for Lands and Works.

I have, &c.,

JOHN RAE,

Secretary.

W. B. Collett, Esq.,
Singleton.

B 5.

*Road Branch,
Department of Internal Communication,
Sydney, 15 July, 1859.*

Sir,

I regret much to be compelled to bring the name of Mr. Road Superintendent Collett unfavorably under the attention of the Secretary for Lands and Public Works; the conduct of that officer leaves me no alternative.

In the beginning of the present year the system to be pursued for the management of the Main Roads was discussed at great length, both in writing and verbally, by Mr. Secretary Robertson with myself, and I finally received his instructions as to the measures that I was to take for their construction and maintenance.

On the 15th March, as soon as the Estimates were passed, I addressed to Mr. Collett a letter containing the *most detailed* statements of the funds available for the division of the Northern Road under his charge, and of the localities in which they were to be expended. I sent instructions to Mr. Collett that road construction was invariably to be carried out by contract, unless otherwise specially ordered, and road maintenance wherever possible—day labour being continued, as a necessary evil; only where contract or task-work was found to be impossible; and I directed Mr. Collett to transmit, for my consideration, as early as possible, statements and specifications of the works he proposed to carry out with the funds available, together with a memorandum shewing distinctly his expenditure, and all liabilities to the 31st March, so as to enable me to make exact arrangements for calling for tenders, &c.

It was necessary to obtain this latter information from Mr. Collett, because that officer had both spent money and incurred liabilities without my sanction, to an extent of which I was ignorant, and for which I had severely censured him; but the statements and specifications I received in reply to my letter of the 15th March were useless, and the information relative to the expenditure was so vague and unsatisfactory, that I finally determined, as the only course left, to go myself to Maitland, with the Assistant Engineer for Roads, and to settle on the spot, with Mr. Collett, the arrangements I found it all but impracticable to conclude by means of correspondence.

I met Mr. Collett on the 5th April last. I took his own statement of his past expenditure. I arranged with him to provide funds to meet not only that, but also a sum of £859, to meet liabilities, (including even contracts made without my sanction, and the current expenses to the 9th of April), and I decided with him for what works and to what amount tenders should be called for, and in so doing I provided a sum of £1,500 for the salaries and allowances of overseers, and the maintenance of the road by task-work, till the end of the year; and being aware that Mr. Collett had no practical knowledge of how to draw specifications, &c., I directed the Assistant Engineer for Roads to prepare these.

My letter and enclosure to you of the 9th April submitted the arrangements I then made for the consideration of the Secretary for Lands and Public Works, by whom they were sanctioned.

On the 12th April a copy of my last-named letter and enclosure were transmitted by me to Mr. Collett, together with the necessary instructions, and copies of the specifications, form of tender, &c.

On the 28th April I left Sydney, to inspect the Southern Road, and did not return until the beginning of June. Almost immediately after my arrival I had to return several vouchers of Mr. Collett's, without payment, for explanation of the number of sub-overseers and day labourers still employed, and I received the impression that Mr. Collett had not been endeavouring to carry out the views of the Government relative to the introduction of task-work, but was persisting in the former system of day-work.

Mr. Collett has long known the views of the Government relative to the abolition of day labour: he was, besides, instructed on the 5th March, that the repair and maintenance of the roads were to be carried out by contract or task-work; his plea of the men requiring a month's notice after the 5th April will therefore be seen to be of little value: and I am assured that, had Mr. Collett been sincerely desirous of introducing the system of task-work, in accordance with his instructions, no difficulty existed that might not have been easily overcome.

On the 30th May Mr. Collett addressed to me a letter, stating that after reserving £493 14s. 9d., for the payment of the overseers, and their allowances, he had expended, in addition to the £859, the whole of the £1,500 allotted for minor repairs and maintenance till the end of the year, with the exception of £310 13s. 6d., and requests "my advice." The real balance in hand, however, on the 28th May, was only £627 6s. 6d. in all, excluding from the amount spent £126 14s. for work done by Messrs. Miller, but Mr. Collett states without his authority, leaving, after providing for the overseers, a balance of only £133 10s. 9d., for maintenance, and this has since been spent. This letter arrived in my absence, and on examining into the matter, on the 11th June, a few days after my return, I found that it would require me to review all the arrangements made by me with Mr. Collett. It was not, therefore, until the 29th June that more urgent matters permitted me to address Mr. Collett, when I called upon him, in reference to my letter of the 12th April, for a report of his expenditure, and informed him that if his explanation was not satisfactory, it would be my duty to bring his conduct under the attention of the Secretary for Lands and Public Works.

Mr. Collett's explanation is not satisfactory to me; I enclose it, together with my reply of the 14th instant, and copies of his letter of the 30th May, and my reply of the 29th ultimo, for the information of the Secretary for Lands and Works.

Before leaving this subject I may state that, between the 1st July, 1855, and 30th June, 1859, there has been expended upon the Northern Road about £49,500; on the Western Road £12,293; on the Southern Road about £34,784. Of the expenditure upon the Northern Road about £48,000 have been spent between Black Creek and the Gap, a distance of about 84 miles, and by it about 30 miles of road have been formed and ballasted, and a considerable portion of the remainder improved.

It will be seen that my reply of the 14th instant adverts to several other matters upon which it is necessary that I should give some explanation.

1st. In reference to M. Dangar's charges against Mr. Collett and his overseer, I enclose copies of the letter transmitting Mr. Dangar's letters to Mr. Collett for report, and of his reply.

2nd. In reference to Mr. M'Donald's contracts I enclose a copy of specification and tender, of my minutes upon the vouchers transmitted, and of Mr. Collett's reply.

I enclose also copies of the correspondence relative to Mr. Margrie.

Upon these matters I take leave further to observe, that however reprehensible I consider Mr. Collett's conduct, I might not have thought it necessary to take such serious notice of it, as I feel it my duty now to do, had it not been that I have so frequently, and as it now appears, so vainly, drawn Mr. Collett's attention to the impropriety of his incurring unauthorized expenditure, to his disregard of orders, and to the tone of his official correspondence. In September and October, 1857, very soon after a portion of the Main Roads were placed under my charge, I wrote to Mr. Collett in the strongest terms on these subjects, even informing him, by direction of the Colonial Secretary, that if he was unwilling or unable to obey orders he must be removed, and Mr. Collett replied, requesting his misconceptions might be overlooked, and they were so.

In the beginning of the present year again, I had repeatedly to write to Mr. Collett on the subject of incurring expenditure without authority, and to state that I would not honor his vouchers; in February I returned to Mr. Collett a letter, on account of its improper tone, and gave him the opportunity of revising it; and I had to write again upon the same subject in March.

Throughout my official intercourse with Mr. Collett, I have had the greatest trouble in exercising any control over his expenditure, or in obtaining from him accurate information as to where and upon what the money was being expended by him, a difficulty rendered greater by the impossibility of frequent

frequent personal inspection, and causing an amount of correspondence and of labour in examining vouchers and returns totally needless, and such as seriously to interfere with my more important duties.

Many circumstances have prevented my bringing the conduct of Mr. Collett under the attention of the Government until now. In 1857, I had but lately arrived in the Colony; it was not till the middle of 1858 that the Main Roads Act was passed; and only in September of that year that I was able to visit that road, and judge for myself. During that time, and in the course of this year, I have personally, and at the cost of incredible correspondence, done all in my power to induce Mr. Collett so to work as to enable me to feel it right that he should be retained in the department placed by the Government under my direction. I have failed, and feel it would be mere weakness and waste of time to make further endeavours, and I have come to the conclusion, though with great reluctance, that it is my duty to recommend the Government to dispense with Mr. Collett's further services in the Road Branch of this Department.

The Under Secretary
for Lands and Public Works.

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

B 6.

*Department of Public Works,
Sydney, 10 November, 1859.*

Sir,

Referring to your letter of the 10th August last, on the subject of the charges of dereliction of duty and insubordination preferred against you by the Commissioner for Internal Communication, I am directed to inform you, that the Secretary for Public Works has, under the recommendation of the Commissioner, approved of your being allowed another trial.

2. I am, however, at the same time to severely reprimand you, and to state that your conduct has given the Government great dissatisfaction.

3. Mr. Secretary Eagar desires me to add, that should you give occasion for any further complaint, you will at once be dismissed the service.

I have, &c.,
B. H. MARTINDALE,
Under Secretary.

W. R. Collett, Esq.,
Road Superintendent,
Singleton.

C.

*Road Branch,
Department of Public Works,
Sydney, 11 June, 1861.*

Sir,

Referring to your letter of the 1st instant, relative to the contract from Cohen's to Brodie's Bridge, in which you complain of an undue preference having been given to certain parties, I am directed by the Commissioner to inform you, that the matter has been inquired into, and the overseer reprimanded by the Superintendent for not giving greater publicity to this task-work, which, however, in the aggregate, will not exceed £200, and will form a continuous ballasted road for 10 miles in length, being the same distance as the ballasted road in the vicinity of Scone, so that no undue preference has been shewn to either township.

Thomas Dangar, Esq., M.P.,
&c., &c., &c.,
Wce Waa.

I have, &c.,
S. G. SHAIRP,
Chief Clerk.

1861.

Legislative Assembly.

NEW SOUTH WALES.

WAGGA WAGGA BRIDGE COMPANY'S BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

WAGGA WAGGA BRIDGE COMPANY'S BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
15 October, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

[Price, 4d.]

108—

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 16. FRIDAY, 27 SEPTEMBER, 1861.

8. Wagga Wagga Bridge Company's Bill :—Mr. Macleay moved, pursuant to notice, That the Wagga Wagga Bridge Company's Bill be referred to a Select Committee; such Committee to consist of Messrs. Hay, Mate, Morris, Lord, Egan, Wilson, and the Mover.
Question put and passed.

VOTES, No. 17. TUESDAY, 1 OCTOBER, 1861.

2. Wagga Wagga Bridge Company's Bill :—Mr. Macleay presented a Petition from certain Inhabitants of Gundagai, Tumut, Adelong and the surrounding Districts, against the passing of this Bill without certain provisions set forth in the said Petition.
Petition received, and referred to the Select Committee on the Bill.

VOTES, No. 24. TUESDAY, 15 OCTOBER, 1861.

11. Wagga Wagga Bridge Company's Bill :—Mr. Macleay, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before the Committee, for whose consideration and report this Bill was referred on the 27 ultimo, together with Appendix.
Ordered to be printed.
Whereupon, on motion of Mr. Macleay, Ordered, that this Bill be read a second time on Friday week.

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1861.

WAGGA WAGGA BRIDGE COMPANY'S BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, to whom was referred on the 27th September last, the "*Wagga Wagga Bridge Company's Bill*," and on the 1st instant, "*a Petition from certain Inhabitants of Gundagai, Tumut, Adelong, and the surrounding Districts*," beg leave to report to your Honorable House,—

That they have examined the several witnesses named in the margin* (whose respective evidence will be found appended hereto), and that the Preamble of the Bill, as verbally amended, having been proved to the satisfaction of your Committee, they proceeded with the several Clauses and Schedules, in the consideration whereof it was deemed necessary to make the Amendments shewn in the accompanying Schedule.

* Mr. R. Driver, junr.
Mr. G. Forsyth.
Mr. E. O. Moriarty.
C.E.
Mr. D. Howison.
Mr. J. G. Church.
Mr. A. G. M'Lean.
Page 5.

With reference to the prayer of the Petition referred to them, your Committee have taken the evidence of two of the Petitioners,* and have duly ascertained that the provisions in the said Bill are such as to insure the navigation of the Upper Murrumbidgee from being impeded by the erection of the proposed Bridge.

* Mr. G. Hart.
Mr. D. Winton.

And your Committee now beg to lay before your Honorable House the Bill as amended by them.

WILLIAM MACLEAY,

Chairman.

*Legislative Assembly Chamber,
Sydney, 15 October, 1861.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 2 OCTOBER, 1861.

MEMBERS PRESENT:—

Mr. Mate,	|	Mr. Morris,
Mr. Macleay,	|	Mr. Wilson.

W. Macleay, Esquire, called to the Chair.

Printed copies of the Wagga Wagga Bridge Company's Bill upon the Table.
Petition from certain inhabitants of Gundagai, Tumut, Adelong, &c., before the Committee.

Same considered.

Promoters of the Bill:—Certain Directors and Shareholders of the Wagga Wagga Bridge Company.

Solicitor for the Bill:—Mr. W. G. M'Carthy, present.Richard Driver, Junior, Esquire, *M.P.*, *Solicitor*, examined.

Letter from the Department of Lands, No. 61-663, dated 27 March, 1861, and Lithograph Plan of the Town and Environs of Wagga Wagga (enclosed in the former), severally produced by Witness.

Mr. George Forsyth, *Director*, *Wagga Wagga Bridge Company*, examined.

Mr. Edard Orpen Moriarty, *C.E.*, *Engineer-in-Chief for Harbors and River Navigation*, examined.

Specification and five (5) Plans in reference to a Timber Bridge, to be constructed over the Murrumbidgee River, at Wagga Wagga, severally produced by Witness.

Committee inspected the Plans.

Mr. Davis Howison, *Surveyor*, examined.

Mr. John George Church, examined.

[Adjourned till Tuesday, 8th instant, at *Eleven o'clock*.]

TUESDAY, 8 OCTOBER, 1861.

MEMBERS PRESENT:—

W. Macleay, Esquire, in the Chair.

Mr. Mate,		Mr. Morris.
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Solicitor for the Bill:—Mr. W. G. M'Carthy, present.

Original Deed referred to in the Preamble of the Bill, together with a Certificate of the Shares which have been taken up, severally produced by the *Solicitor for the Bill*.

Mr. George Hart, *Petitioner* for such provisions as will protect the Navigation, examined.

The *M.S.* Evidence given by Mr. Forsyth, on the 2nd instant, read, by direction of the Chairman.

Mr. David Winton, *Petitioner* for such provisions as will protect the Navigation, examined.

[Adjourned till Tuesday, 15th instant, at *Eleven o'clock*.]

TUESDAY, 15 OCTOBER, 1861.

MEMBERS PRESENT:—

W. Macleay, Esquire, in the Chair.

Mr. Hay,	|	Mr. Morris,
Mr. Mate,	|	Mr. Wilson.

Solicitor for the Bill:—Mr. W. G. M'Carthy, present.

Mr. M'Carthy stated that the Acting Surveyor General would be in attendance shortly, with a view to afford further evidence on the site approved for the erection of the Bridge.

Committee proceeded to consider the Preamble of the Bill.

And the same having been verbally amended—(*Vide Schedule of Amendments*)—

Motion made, (*Chairman*) and Question,—That this Preamble, as amended, stand part of the Bill,—*agreed to*.

Clauses 1 and 2 then severally read and agreed to.

Clause 3 amended (*Vide Schedule*) and agreed to.

Clauses 4 and 5 severally read and agreed to.

Clauses 6 and 7 severally read and expunged.

New Clause, 6, read and agreed to.

Clause 8 (now 7) amended (*Vide Schedule*) and agreed to.

Clauses

Clauses 9 to 17 severally read and expunged.
 Clause 18 (now 8) amended (*Vide Schedule*) and agreed to.
 Clauses 19 and 20 (now 9 and 10) severally read and agreed to.
 Clause 21 (now 11) amended (*Vide Schedule*) and agreed to.
 Clause 22 (now 12) read and agreed to.
 Clause 23 (now 13) amended (*Vide Schedule*) and agreed to.
 Clauses 24 to 26 (now 14 to 16) severally read and agreed to.
 Clause 27 (now 17) amended (*Vide Schedule*) and agreed to.
 Clauses 28 to 30 (now 18 to 20) severally read and agreed to.
 Clause 31 (now 21) verbally amended (*Vide Schedule*) and agreed to.
 Clauses 32 and 33 (now 22 and 23) severally read and agreed to.
 Clauses 34 and 35 (now 24 and 25) verbally amended (*Vide Schedule*) and agreed to.
 Clauses 36 and 37 (now 26 and 27) read and agreed to.
 Clause 38 (now 28) verbally amended (*Vide Schedule*) and agreed to.
 Clauses 39 to 42 (now 29 to 32) severally read and agreed to.
 Clauses 43 and 44 (now 33 and 34) severally amended (*Vide Schedule*) and agreed to.
 Clauses 45 and 46 (now 35 and 36) severally read and agreed to.
 Clause 47 (now 37) read and considered.

And the Witness being present,—

Mr. Alexander Grant M'Lean, *Acting Surveyor General*, examined.

Clause 47 (now 37) further considered and agreed to.

Clauses 48 and 49 (now 38 and 39) severally amended (*Vide Schedule*) and agreed to.

Clause 50 (now 40) read and agreed to.

Clause 51 (now 41) amended (*Vide Schedule*) and agreed to.

First Schedule read and expunged.

New Schedule proposed to be substituted,—read and agreed to.

Second and Third Schedules severally read and agreed to.

On motion of Mr. Hay the Petition from certain inhabitants of Gundagai, Tumut, Adelong, and the surrounding Districts, ordered to be appended to the Report and Evidence. Separate Appen-
dix. Page 16

Chairman requested to report the amended Bill, and to state that the Committee have duly ascertained that the provisions of the Bill insure the navigation from being impeded by the proposed Bridge.

SCHEDULE OF AMENDMENTS.

Page 1, Preamble, line 11. Omit "to be appointed or"; insert "which has been"
 " Preamble, line 27. Omit "specified"; insert "mentioned"
 " 2, clause 3, lines 14 and 15. Omit "William Stewart Mitchell"
 " clause 3, line 15. Omit "and"
 " clause 3, line 15. After "Baylis"; insert "and Henry Wallace"
 " clause 6, lines 27 to 49. Omit clause 6, viz. :—

" It shall be lawful for the said Company to make and construct a good and substantial Bridge of not less than _____ feet
 " in width across the River Murrumbidgee from _____
 " to or near _____ with all necessary wharves piers
 " landing places buildings gates and other works and conveniences and
 " upon the completion of the said Bridge with roads and approaches thereto
 " to receive and take the tolls for the use thereof hereinafter specified and
 " authorized to be taken and from and after such completion to make and
 " continue a Road from such Bridge through and to make and continue a
 " Road from the said Bridge to _____
 " at one or more points and from _____
 " to _____ and also to make a branch road from _____

" and for the foregoing purposes to appropriate and use the Lands of the
 " Crown as described in the _____ Schedule hereto Provided that before
 " any such Bridge shall be commenced to be constructed a plan and specifi-
 " cation thereof shall be laid before and approved by the Minister for Public
 " Works And provided further that no Bridge constructed by the said
 " Company shall be so constructed as to obstruct the navigation of the River
 " aforesaid"; insert new clause, viz. :—

" 6. It shall be lawful for the said Company to make and construct a good and
 " substantial Bridge of not less than twenty-five feet in width across the River
 " Murrumbidgee at a site which has been approved of by the Government
 " between Crampton-street and Travers-street in the Township of Wagga
 " Wagga with all necessary wharves piers embankments landing-places build-
 " ings gates and other works and conveniences and to make proper roads and
 " approaches to the said Bridge from the existing public streets and roads
 " through over and along the Waste Lands of the Crown contiguous thereto
 " and upon the completion of the said Bridge to receive and take the tolls for
 " the use thereof hereinafter specified Provided that the said Bridge shall
 " be so constructed as not to obstruct the navigation of the said River."

Pages

Pages 2 and 3, clause 7, lines 50 to 6. Omit clause 7, viz. :—

" 7. Before commencing any such Bridge Roads or Works as aforesaid by this Survey and Plans
 " Act authorized to be made the said Company shall by some qualified
 " Surveyor to be by them appointed cause to be made proper surveys of the
 " sites or lands over or through which it is proposed the same should be
 " constructed with a map or plan describing the houses and buildings (if
 " any) grounds and premises required to be used or taken for the purposes
 " aforesaid together with a book of reference in which shall be entered the
 " names of the owner or proprietor (if known) of each and every portion
 " of the said sites and lands on or through which it is proposed to construct
 " the said bridge roads and works and the nature and quality the state of
 " cultivation the inclosures (if any) and the quality of such land which shall
 " or may be required for such bridge roads and works respectively."

Page 3, clause 8, lines 9 and 10. Omit " or any person "

Page 3, clause 8, lines 18 to 27. Omit " the said Company their agents and
 " workmen doing as little damage as may be in the execution of such survey
 " and if required so to do making full satisfaction in manner hereinafter
 " mentioned to all persons interested in any land which shall be required by
 " such survey or by any steps which may be taken to ascertain the value of
 " the soil or the substrata of such lands as aforesaid And this Act shall be
 " sufficient to indemnify the said Company and all other persons for what
 " they or any of them shall do by virtue of the powers hereby granted in
 " the execution of such Survey and examination as aforesaid"; insert " and
 " to take remove carry away and use any earth stone gravel timber or any
 " other material from such Lands of the Crown which may be proper for
 " making maintaining altering repairing or using the said Bridge."

Pages 3 and 4, clauses 9 to 17, lines 28 to 57. Omit the following clauses, viz. :—

" 9. All maps plans and books of reference relating to such survey or surveys Public may inspect Plans.
 " as aforesaid shall for thirty days before the commencement of the
 " formation of any such Bridge Works and Roads as are hereby authorized to
 " be made or any part thereof be kept in the office of the said Company at
 " Wagga Wagga and all persons shall and may have free liberty and per-
 " mission to view and examine the same at all convenient times after the
 " publication of the notice hereinafter mentioned.

" 10. As soon as the said Company shall have determined upon making any Notices of intended Works.
 " bridge works and roads as aforesaid they shall by advertisement in the
 " Gazette and in one or more newspapers published in Sydney and at Wagga
 " Wagga at least thirty days before the commencement of the formation of
 " any such Bridge Works and Roads respectively give notice that they intend
 " to make the same or such part thereof as the said Company may think fit
 " in accordance with the said survey and the map or plan and book of
 " reference.

" 11. A copy of the map or plan and book of reference relating to every such Plan to be sent to Minister for Public Works.
 " survey or surveys shall thirty days before the commencement of the
 " formation of any such Bridge Works and Roads as are hereby authorized
 " be transmitted to the Minister for Public Works.

" 12. It shall be lawful for the said Company by their directors agents officers Appropriation of Lands &c.
 " surveyors and workmen and all other persons by them authorized to take
 " and appropriate to the use of the said Company and for the purposes of this
 " Act such of the lands so stated or otherwise ascertained or set out and
 " shown in the said map or plan and book of reference as they shall think
 " necessary for the making and constructing and the convenient operation or
 " use of the said Bridge Works and Roads hereby authorized to be made and
 " constructed without any previous agreement with the owner or occupier of
 " the said lands and the said Company their agents and workmen doing as
 " little damage as may be in the execution of the powers hereby granted and
 " the said Company if required to do so making full compensation in manner
 " hereinafter mentioned to all persons interested in any lands which shall be
 " taken used or injured for all damages to be by them sustained in or by the
 " execution of the power hereby granted.

" 13. When the said Company shall have finally determined on the appropria- Intended Appropriations to be advertised &c.
 " tion for the purposes of this Act of such land as shall have been so shown
 " in the said map or plan and book of reference subject to such modifica-
 " tions as shall have been required by the Minister for Public Works the
 " said Company shall by advertisement in the Gazette and in one or more
 " newspapers published in Sydney and at Wagga Wagga give notice that such
 " appropriation has been so determined upon in accordance with the said map
 " or plan and book of reference subject to such alterations as shall have
 " been made therein by the said Minister for Public Works and the said map
 " or plan and book of reference if any alteration shall have been made
 " therein shall be kept in the office of the said Company at Wagga Wagga
 " and all persons shall have free liberty to view and examine the same at all
 " convenient times after the publication of the last mentioned advertisement
 " and such last mentioned advertisement shall be deemed an act of final
 " appropriation of the lands determined to be taken.

" 14.

- " 14. When any lands which the Company are by this Act authorized to take without the previous consent of the owner or occupier shall have been set out taken and appropriated for the purposes herein mentioned such lands and the fee simple and inheritance thereof and all the estate use trust and interest of all persons therein shall thenceforth by virtue of this Act and without other assurance in the law become and be vested in the said Company and their successors for ever for the purposes of this Act. Appropriation when final to vest land in Company.
- " 15. The owners and all persons interested in any lands so taken appropriated used or prejudiced as aforesaid or under any of the provisions herein contained and all persons who shall have sustained any loss or damage whatsoever in or by the execution of this Act shall be entitled to reasonable compensation for the loss or injury sustained by them and such compensation shall be ascertained assessed and awarded as hereinafter mentioned. Provided that such compensation shall be claimed within the period of two years from the date of the advertisement hereinbefore required of the intention of the Company to make such part of the said works hereby authorized as shall have occasioned such taking and appropriation or such loss or damage. Compensation to owners.
- " 16. In case the said Company and the claimant shall not agree as to the sum to be paid for such compensation nor upon the same being settled by arbitration as hereinafter provided the amount shall be determined in the Supreme Court or if the claim do not exceed two hundred pounds in the District Court of the District by an action for damages to be brought by the claimant against the said Company. Provided that in every such action the said Company may plead any tender which they may have made in bar thereof or paying into Court the amount of money tendered or may pay into Court such sum as the Company shall think fit and plead such payment in bar of the further maintenance of such action and whatsoever party shall succeed in such action shall be entitled to costs to be awarded and recovered according to the practice of the Court. Non-compensation to be enforced.
- " 17. In estimating the purchase money or compensation so to be paid by the said Company for any land purchased or taken regard shall be had not only to the value of such land but also to the damage (if any) to be sustained by reason of severance or other injury by the exercise of the powers of this Act." Severance &c. to be allowed for.

- Page 5, clause 18, line 3. After "lands" insert "if any which may have been"
- " 5, clause 18, line 3. Omit "and taken"
- " 5, clause 18, line 4. After "Act" insert "for any of the purposes aforesaid"
- Page 5, clause 21, line 27. After "Soldiers" insert "whether Regulars or Volunteers"
- Page 5, clause 23, line 37. Omit "thirty"; insert "ninety-nine"
- " 6, clause 27, line 2. After "void"; insert "or voidable"
- " 7, clause 31, line 10. Omit "or either of them"
- " 7, clause 34, line 40. After "fence or" insert "any"
- " 7, clause 35, line 49. After "over" insert "and off"
- " 8, clause 38, line 23. Omit "if"
- " 9, clause 43, line 29. After "thereof" insert "respectively"
- " " line 32. Omit "executed under the Common Seal of the said Company and"
- Page 9, clause 43, line 33. After "hereto" insert "and shall be executed under the Common Seal of the said Company"
- Page 9, clause 43, line 56. Omit "such assignee"; insert "the transferee"
- " 10, clause 44, line 16. After "mortgagee" insert "or transferee of a mortgage"
- Page 11, clause 48, line 27. After "demand" insert "and recover"
- " 11, clause 49, line 34. After "arbitrator" insert "any such arbitrator on the part of the Government being named by the Minister for Public Works"
- Page 11, clause 51, line 44. Omit "1860" insert "1861"
- " 11, 1st Schedule, lines 46 to 57. Omit the Schedule, viz. :—

" Loaded bullock dray	...	...	...	...	s.	d.
" Empty do. do.	...	...	...	...	9	0
" Horse team loaded	...	...	...	...	9	0
" Do. do. empty	...	...	...	...	8	0
" Gig and horse	...	...	...	...	4	0
" Spring cart and horse	...	...	...	...	5	0
" Saddle horse	...	...	...	...	1	6
" Sheep per score	...	...	...	...	0	6
" Foot passengers	...	...	...	...	0	6
" Horses per head	...	...	...	...	0	3
" Cattle per head	...	...	...	...	0	2
" Pigs and goats each	...	...	...	...	0	4

insert

insert new Schedule, viz. :—

	s.	d.
" For every foot passenger	0	3
" For every pig or goat	0	2
" For every sheep or lamb	0	0½
" For every horse mare ass or mule	1	0
" For every head of neat cattle	0	4
" For every cart dray or other vehicle drawn by " one or more beast	1	0 per wheel
" For every such beast	0	6

" N.B.—No second Tolls payable upon returning the same day nor double
" Tolls on Sunday."

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

WAGGA WAGGA BRIDGE COMPANY'S BILL.

WEDNESDAY, 2 OCTOBER, 1861.

Present:—

Mr. MACLEAY,	|	Mr. MORRIS,
Mr. MATE,	|	Mr. WILSON.

WILLIAM MACLEAY, Esq., IN THE CHAIR.

Present for Parties:—

W. G. M'Carthy, Esquire, Solicitor for the Bill.

Richard Driver, Junior, Esquire, M.P., examined:—

1. *By Mr. M'Carthy:* You are the Solicitor who drew this Bill? Yes.
2. And you also prepared the deed of settlement referred to in the Preamble? Yes.
3. You are aware, of your own knowledge, that a Joint Stock Company has been established for the object named in this Bill? Yes; at Wagga Wagga.
4. Can you state what is the date of the deed of settlement? I have only the draft of it here; the deed having been executed at Wagga Wagga, the date was filled in there, but I believe it is the 23rd August, 1860, as mentioned in the Bill.
5. Can you say whether sufficient provision has been made in the settlement for the management of the affairs of the Company by Directors? In my opinion sufficient provision has been made.
6. Can you tell at what sum the capital of the Company is fixed? £4,000.
7. Is there any power to increase? There is power to increase to a limited amount.
8. Are you aware whether the Company have obtained the license of the Crown to appropriate land for the abutments of the bridge? I am.
9. Is that license conveyed by letter from the Secretary for Lands? Yes. (*Letter produced*) This I received on the day of its date.
10. Is this the lithographic plan referred to in that letter? Yes. (*Plan produced.*)
11. Have you any knowledge of the locality which would enable you to say whether the erection of a bridge, as proposed, would be greatly for the benefit of the inhabitants? I know nothing of the locality of my own knowledge, but from information I have received, I believe it will be very greatly for the convenience of the residents of the district and parties travelling in that direction.
12. *By Mr. Mate:* To what extent are the shareholders liable under the deed of settlement? "In proportion to his or her interest for the time being in the funds or property of the Company." That is under the 30th clause of the deed of settlement. "And no proprietor shall be liable to any person except to the extent to which he shall not have paid up his shares in full and not further or otherwise."

R. Driver,
Junr., Esq.,
M.P.

2 Oct., 1861.

R. Driver,
Junr., Esq.,
M.P.

2 Oct., 1861.

13. Then he is not liable to an amount greater than his shares? No.
14. *By Mr. Morris:* That is to say, to an amount equal to the amount of his shares, exclusive of what property he has in the bridge? Yes.
15. I apprehend the shareholders are liable for double the amount of their shares. Is the deed of settlement in accordance with the last clause of the 40th section of the Bill, which provides "that in the event of the assets of the Company being insufficient to meet its engagements the shareholders shall in addition to the amount already paid and to be paid upon their shares in the capital of the said Company, be responsible to the extent only of a sum equal to double the amount of their shares?" To the best of my belief it is. It is some time since I read through the deed of settlement, but to the best of my belief it agrees with the Bill before the Committee, in every respect.

George Forsyth, Esquire, called in and examined:—

G. Forsyth,
Esq.

2 Oct., 1861.

16. *By Mr. M'Carthy:* Are you one of the Directors of the Wagga Wagga Bridge Company? I am.
17. From your knowledge of the locality are you aware that it will be a public benefit that a bridge should be erected over the Murrumbidgee at Wagga Wagga? I am.
18. Can you state whether the whole amount of capital has been taken up? £4,000 have been taken up, and ten per cent. paid up.
19. That is £400? £400 have been paid up.
20. Have you examined the plans and specifications of the proposed bridge? Yes, I have looked at them.
21. Do they, in your opinion, make sufficient provision for the navigation of the river? They do. I speak on my own opinion, and on an expressed opinion of Captain Cadell, the Manager of the Murray River Steam Navigation Company, whom I asked on the subject, and who saw the plans.
22. He was satisfied with them? He was satisfied that no impediment would be offered to the navigation.
23. Do you mean in ordinary times? I mean in the ordinary times that steamers can ply on the river. Whenever a steamer can ply on the river she can pass under that bridge by striking her funnel.
24. The river is subject to floods? It is subject to floods, but I have not seen it over the banks for the last five years.
25. During such floods as you speak of, the navigation would not be impeded by the bridge? The navigation would not be impeded by the bridge, the bridge being to be erected six or seven feet above the banks, according to the plan I saw—seven feet I think it is.
26. *By the Chairman:* What distance do you think it is necessary to allow for the passage of a steamer? The Directors had the paddle-boxes of the "Gemini" measured, and I think they ran eighteen feet, so that if the river were within eleven feet of the top of the bank the steamer could pass through.
27. And when the river is at that height you believe it would be dangerous for a steamer to ply? Yes, dangerous in consequence of the drift. I have never seen a steamer running when the river was at that height.
28. Did Captain Cadell express himself to the effect that he did not consider that a steamer could navigate the river when it was so high? He said it was dangerous when the river was up, in consequence of the drift.
29. And he was quite satisfied with the plan? Yes. We anticipated opposition at first, in consequence of a low level being proposed for the bridge; a high level was then adopted, and he expressed himself satisfied with it.
30. *By Mr. M'Carthy:* I suppose he, as a Director of the Murray Steam Navigation Company, is more interested than other people in keeping the navigation of the river free? Yes, much more.
31. Are you aware that an objection has been made by the inhabitants of Gundagai—that a petition has been presented? I have heard that a petition has come down, but I do not know the purport of it.
32. You have had no conversation with any Gundagai people on the subject? No, except that I spoke to a storkeeper from Gundagai this morning, Mr. Emanuel, and he seemed to think they hardly wanted steamers at Gundagai, because the rates of carriage from Sydney were less than goods could be taken for by the steamers to Gundagai; it costs £14 by the steamers, and carriage from Sydney is £12. Only one steamer has ever passed up to Gundagai since steamers navigated the river; at the second attempt they got thirteen miles from Wagga Wagga, and had to unload their cargo; and the attempt was never made again.
33. *By Mr. Morris:* Has the flood in the river ever risen higher than within eleven feet of the bank during the last five years? Yes, two or three times.
34. How near to the top of the bank? Within two feet on one occasion, and on other occasions five or six feet.
35. Of course on such occasions as that the bridge would not admit steamers under it? No; but a steamer would not attempt to go up at such times; she would haul-to for safety until the river fell, which would occur in forty-eight hours; it is seldom up more than forty-eight hours.
36. Were you living at Wagga Wagga during the great flood seven or eight years ago? I was living at Tareutta then.
37. How long did the flood remain up on that occasion? Over the flats?
38. Yes? It remained up one day.

39. So that, under any circumstances, the navigation of the river could never be impeded more than two or three days? I should say one day.

40. And that only on extraordinary occasions? Yes; when the water broke over the banks of the river.

41. *By Mr. Wilson:* At such times the navigation would be impeded from other causes? Yes, by the drift.

42. *By Mr. Morris:* Do you know the rate of the current? About four miles in flood, but the usual current is from two miles and a half to three miles.

43. I suppose the erection of such a bridge is of great importance to the district? Of most vital importance. We have nothing but punts at present, and the least rise in the river causes them to stop working.

44. The bridge would greatly facilitate the communication of the country on the north side of the Murrumbidgee with Victoria, by way of Wahgunyah? Yes, a large proportion of the stock from the northward, by way of Bathurst, passes by that route to Victoria and the Billibong.

45. *By Mr. Mate:* It is in the town that you contemplate putting the bridge? Yes, at the lower end of the town, where a large reserve exists, consisting of the racecourse and commonage. The site was left to the Government to fix upon, and they sent Mr. District Surveyor Adams to report upon it, who, after searching up and down, approved of this spot as the most eligible.

46. *By Mr. M'Carthy:* How far off is the next public crossing place or available ford from Wagga Wagga? Sixty miles down the river, and fifty up—one at Gundagai, and the other at Narrandra.

47. Those are the points nearest to Wagga Wagga, at which the river can be crossed? The nearest points where it can be crossed.

48. *By Mr. Morris:* The specifications of the proposed bridge are prepared? Yes; in fact we have taken a contract, subject to our getting the proposed Bill. I may remark that the whole of the steamers that have come up the Murrumbidgee, except the one that went up to Gundagai, have landed their goods at the wharf below where the bridge is supposed to be built; out of some thirty trips that have been made up the river, twenty-nine have unloaded there.

49. *By Mr. M'Carthy:* Can you state what number of stock are likely to cross at that point annually? I am only able to answer in round numbers; but I should say one hundred and fifty thousand sheep, forty thousand cattle, and five or six thousand horses, pass there in the course of the year, from the northward to the southward.

50. *By Mr. Morris:* The route by Wagga Wagga is more advantageous than any other for stock travelling to Victoria from Bathurst, the head of the Lachlan, and all the Northern and Western country, being better grassed and watered than any other route? Yes, it is well grassed and watered, and a better road. It is the road most adopted by persons travelling from the northward.

51. During the last two years has it not been the case that people travelling in that direction have preferred it to the route by Hay? Yes; they embrace the whole Billibong country by going that route, and consequently, if they have stock for sale, they have a better chance of disposing of them. I never heard the objection raised that we were going to impede the navigation of the Murrumbidgee until I came here yesterday.

52. From your acquaintance with the gentlemen who have formed themselves into this Company, do you feel satisfied that they will carry out the work they propose to do? Yes, I am quite sure they will carry out the work. The Company consists of only a few individuals.

53. And they have quite the means to perform what they propose? Yes, I am sure they will do it, inasmuch as they have already accepted a tender for £5,800 to build the bridge, contingent on this Bill being granted.

54. *By the Chairman:* With reference to the scale of charges is it not intended to make them the same as those of the Wahgunyah Bridge? Yes, I know it is the wish of the Directory that the charges should be assimilated to those of the Wahgunyah Bridge.

Edward Orpen Moriarty, Esquire, called in and examined:—

55. *By Mr. M'Carthy:* Did you make the plans and specifications for the Wagga Wagga Bridge? Yes. Edward Orpen Moriarty, Esq.

56. Do you produce them here? I do. (*Plans produced.*)

57. Does the plan of the bridge provide for maintaining a free navigation of the river at all times? At all times except at the top of the flood level; for all ordinary states of the river it provides for the navigation. 2 Oct., 1861.

58. What is the height of the bridge above the flood level? The height of the bridge above the highest known flood—I mean the great flood of 1852, when Gundagai was swept away—will be two feet, as near as we can get the level.

59. What will be the height above floods of an intermediate character—between that extraordinary flood and ordinary freshes? That is a very varying quantity; every flood would give you a different height; but I have provided a headway of eighteen feet after the river has risen fourteen feet above its ordinary level. As far as I can learn—of course I am entirely guided by hearsay—that is about the state of the river when navigation would about cease; when it gets beyond that I apprehend steamers would be scarcely able to pass up, on account both of the velocity of the current and the large quantities of drift wood, which would be apt to obstruct their passage up.

- Edward Orpen Moriarty, Esq.
2 Oct., 1861.
60. Do you know the height of ordinary steamers above the water? I think about fifteen feet, but I have allowed eighteen feet.
61. With depressed funnel? Yes, allowing the funnel to be lowered.
62. Then, whenever the river is navigable at all, the proposed bridge would not impede the navigation? I think it would not, as far as I can judge; but I do not speak positively, because my only information is obtained from the young gentleman whom I sent up to make the survey, and he is here himself. I think the navigation should be preserved whenever it is practicable to navigate the river at all.
63. *By the Chairman*: You have made these plans with the view of not impeding the navigation in any way? Yes, supposing my information to be correct.
64. *By Mr. Morris*: What is the width of the bridge that you propose to erect? There is a carriage-way in the centre of seventeen feet six inches, and a footway on each side of three feet; the whole width of the bridge is twenty-five feet over all.
65. *By Mr. M'Carthy*: Has that plan been laid before the Minister for Public Works? No; the plans were made long ago, but no action has been taken on them.
66. *By Mr. Wilson*: What is the width between the different rows of piles? Seventy feet. There are four spans of seventy feet each. I should have recommended them to put in a swivel, but that it is a very difficult place to get a swivel; we must go such a height above the ordinary level that it would be very difficult to brace the piles, so as to render them sufficiently rigid to stand a swivel, and the banks are not very sound on which to construct a work of that kind; they consist of a loose loam, and are always washing in. No doubt it might be done, but it would be a very costly and difficult work.
67. *By Mr. Mate*: Do you propose to box the piers in with planking? I propose leaving them open on account of the expense.
68. Would it not be a great security to the bridge, inasmuch, as by leaving them open, trees might become entangled between the piles, and not only endanger the structure, but form an obstruction to the navigation? I have made some provision against that, because the piers are so laid that there is a cut-water pile in the centre, and the piles in each pier are all braced strongly together. I find in practice, that piles set in this way have stood very well; I built a bridge at Richmond some years ago, which is completely immersed in times of flood, and although large quantities of timber come down, it has suffered no damage. The water goes thirty feet over the bridge at Richmond.
69. In that case the trees go over it? The timber in this country does not float on the surface; it comes tumbling down, rising and falling in a most dangerous way. In America the timber is light and will float, but here it is not so; the trees go to the bottom and rise again, twisting and turning in all directions; the timber is of greater specific gravity than the water.
70. I think I have seen a great many going down the river floating? Those are merely the old dead and very dry ones.

David Howison, Esquire, called in and examined:—

- David Howison, Esq.
2 Oct., 1861.
71. *By Mr. M'Carthy*: Were you engaged to survey the site of the Wagga Wagga Bridge? Yes, I was up for Mr. Moriarty.
72. You surveyed the river banks? Yes.
73. And it was on your recommendation the site was chosen? Yes, as the most available one we could find.
74. Can you describe the position of the site of the bridge, from any plans before you? It is between Crampton and Travers Streets, and inside Fitzmaurice-street; the other side is a Government reserve.
75. *By the Chairman*: There is Government land on each side? Yes.
76. *By Mr. M'Carthy*: The site has been reported upon by you to the Government? To Mr. Moriarty.
77. Not to the Government? No. Mr. District Surveyor Adams reported to the Government.
78. With reference to the features of the surrounding localities that is the best site that could be obtained? Yes.
79. Can you mention any particular facts to shew that it is the best site? The banks are highest and most uniform at that point; lower down they are high on one side and low on the other.
80. Have you any knowledge of the ordinary rise and fall of the river during floods? About twenty feet—four feet below the southern bank.
81. *By the Chairman*: That is the height of ordinary floods, not of extraordinary floods? Yes, of ordinary floods.
82. What is the height of the water at ordinary times, when the river is not in flood? There is about twelve feet of water at the bridge site; it is lower than that in summer time, and at the very lowest I believe it is fordable.
83. At what season of the year were you there? In July and August, the usual flood times.
84. What is the height from the bed of the river to the bank at that place? Thirty-six feet from the bed to the top of the bank; that is the deepest portion.
85. You have seen the water within four feet of the bank? I have seen the water to the top of the bank.
86. Do you think the river could be navigated when the water is at that height? No; on account of the great quantity of timber which comes down it would be impossible for the steamers to go up.

87. *By Mr. Morris*: How high is the bridge proposed to be taken above the highest bank of the river? I think it is seven feet above the highest bank.
88. *By Mr. Mate*: Do you know the highest known flood level, where it is contemplated to put the bridge? Yes, two feet below the proposed bridge.
89. *By Mr. Morris*: How did you ascertain that? From the flood marks on the houses; you can see it on the walls; it is shewn by the inhabitants; they have it all marked on the walls.
90. And the lowest part of the arches of the bridge will be two feet above the highest known flood level? Yes.
91. If a flood of that height were again to occur would access to the bridge be possible—would the country in the neighbourhood beyond the bridge on either side be so flooded as to prevent any access to the bridge? During very high floods it would be impossible to pass over; there is a lagoon at the back which hems in the township altogether.
92. Could navigation proceed by that lagoon? Not safely.

David Howison, Esq.

2 Oct., 1861.

John George Church, Esquire, called in and examined:—

93. *By Mr. M'Carthy*: You resided in the neighbourhood of Wagga Wagga? I did, for about twelve years.
94. You are well acquainted with the river there? Yes.
95. And its rise and fall at different periods? Yes.
96. Were you there at the time of the great flood as it is called? I was.
97. That is the highest known flood? Yes.
98. What was the height of that flood above the ordinary level of the river? From twenty-five to thirty feet.
99. How high does the river rise during ordinary floods in ordinary winter weather? I think to within ten feet of the top of the bank; that is the highest that I remember.
100. Then, if the bridge were seven feet above the bank, that would give seventeen feet between it and the water? Yes, about that.
101. During the time of extraordinary floods would it be possible to navigate the river at all? I should think not, on account of the immense trees that come down; and not only that, but when once it breaks over the banks the flats are covered, and it is difficult to discover the channel.
102. *By the Chairman*: It breaks over the low flats long before it reaches within several feet of the banks at Wagga Wagga? Yes, in many places.
103. *By Mr. M'Carthy*: Have you seen the spot where it is proposed to erect the bridge? Yes, I know the site, but I have not been there lately.
104. Do you know that the banks are highest and most equal there on either side? Yes. With reference to the navigation of the river I do not think it would be possible for a steamer to go up during a heavy flood, even if she could find the channel, on account of the velocity of the current.
105. Do you know the rate at which it flows? No; I do not.
106. *By Mr. Morris*: During what is called a flood at Wagga Wagga do the punts work? No; I have known the punts to stop working when persons going to Melbourne or down the river with sheep have had half their stock on one side and half on the other, and they have had to wait until the river fell. Parties have sometimes offered to work the punt themselves, but the proprietors would not risk it.
107. *By the Chairman*: Was that in ordinary floods? Yes.
108. *By Mr. Morris*: Is that on account of the velocity of the river or the timber coming down? I think the velocity of the river. I think one punt went down with sheep in it.
109. Then the construction of such a bridge as is proposed would be an immense advantage to the public? Yes, I should say so. The delay in getting sheep across is often very great, and they are greatly knocked about, which is, of course, very injurious to them, especially to fat stock. The time when the bridge is most wanted is the time it is most difficult to get stock across; that is winter. Of course cattle are not put into the punt, and it is very difficult to get them to take the water; I have seen some terrible scenes at Wagga Wagga in crossing cattle, not only causing great labour to the parties in charge, but also cruelty to the beasts; whereas if there were a bridge they could be got over in ten minutes.
110. *By Mr. M'Carthy*: What is the nearest point that they can cross, taking Wagga Wagga as the centre? I should say about fifty miles at Gundagai, or at Narrandra, sixty or seventy miles lower down the river.
111. *By the Chairman*: Have steamers ever actually passed Wagga Wagga in ordinary flood times? No.
112. They have not attempted it? No; I remember they have to just below a cattle station I had, I think about two days, and I understood that was on account of the timber coming down.
113. *By Mr. Morris*: That is below Wagga Wagga? Yes. I was living myself about five miles from that station. There was a large creek just out of the river, and they went into that to avoid the timber.
114. *By Mr. M'Carthy*: I think you said yours was an experience of twelve years? I think it is more, but I am certain it is twelve years; in fact Wagga Wagga was a sheep station when I went there.
115. *By Mr. Morris*: Are you a shareholder in the Bridge Company? Yes, I believe I have some five shares. I have no interest in that country beyond that; I sold out eighteen months or two years ago.

John George Church, Esq.

2 Oct., 1861.

TUESDAY, 8 OCTOBER, 1861.

Present:—

MR. MATE, | MR. MORRIS.

WILLIAM MACLEAY, ESQ., IN THE CHAIR.

W. G. M'Carthy, Esq., appeared as Solicitor for the Bill.

Mr. George Hart called in and examined:—

- George Hart, Esq.
8 Oct., 1861.
116. *By the Chairman:* You are resident at Gundagai? At North Gundagai.
117. You are one of those who signed a petition from the inhabitants of Gundagai, praying the Assembly to make such provision in the Wagga Wagga Bridge Company's Bill, as to insure the navigation of the Murrumbidgee from being impeded? Yes.
118. When you signed this petition did you or any of the petitioners know anything of the plan upon which the bridge was to be constructed? We knew that it was proposed to be a pile bridge, and we believed that it must necessarily impede the navigation of the river, so that no steamers could pass.
119. Did you know what height the bridge was to be? We were not certain—at least I was not.
120. Your object in petitioning was simply to prevent the navigation from being impeded? Yes.
121. Without your being aware that it would actually be impeded by the bridge as proposed? I quite understood that it would be impeded, and that the only way to avoid that was to have a swing bridge or a drawbridge, something after the style adopted at the Pyrmont Bridge.
122. Have you been at Wagga Wagga? I have not.
123. Do you not think the bridge might be placed so high as not to impede the navigation? I am not aware of the height the piles will be above the flood level, but the water rises at Gundagai something like twenty-eight feet, and that would make it impossible; I take it to have a pile bridge sufficiently high.
124. Do you consider the river at Gundagai navigable during a flood? Yes.
125. At any time? At any time.
126. However high the flood may be? Yes.
127. Does not a large quantity of drift timber come down the river at such times which would make it dangerous, or almost impossible, for a steamer to navigate the river? I think not; in fact about a month ago the flat was covered with water, and it would have been quite possible then for a steamer to have navigated the river.
128. *By Mr. Mate:* Have you any idea of the rate of the current of water at the time of these high floods? I have not.
129. Are you aware that these river steamers cannot stem a current beyond a certain rate? Decidedly they cannot.
130. *By Mr. Morris:* How long does the river remain at the highest flood level? Not twenty-four hours.
131. How many feet does it fall within forty-eight hours, say? I think within two hours it rose something like ten feet, and would fall as fast.
132. If the bridge were made, say two feet above the highest known flood, would not that ordinarily allow steamers to ply along the river under the bridge, inasmuch as the flood falls almost as rapidly as it rises? Still it would not rise or fall the whole twenty-eight feet in a short space of time; after it had risen fifteen or sixteen feet it might rise and fall twelve feet more very quickly, but the sixteen feet might last a month or two.
133. If the bridge were raised, as according to the evidence before us it will be, eighteen feet above the ordinary flood level, would you then object to the bridge as impeding the navigation? I think that would be scarcely high enough.
134. It is sufficiently high, we are informed, and that is all that persons interested in the steamers require? If that is known I think that would be quite satisfactory.
135. It is stated to the Committee that at Wagga Wagga the flood invariably falls so much within forty-eight hours, that any steamer, by striking her funnel, as is usual, might pass under the bridge? I should not have thought it would fall so fast as that; there is a vast difference between winter and summer; in winter the water is, of course, very high. I should have thought it impossible to get piles sufficiently long. (*The plans produced by Mr. Moriarty were here exhibited to the witness.*)
136. *By Mr. M'Carthy:* Do you know any instance of the river having been navigated as far as Gundagai? It was, on one occasion.
137. *By Mr. Morris:* Do you remember the height of the river then? No, I was not there.
138. Were you at Gundagai during the highest flood that has been this year? Yes.
139. How near to the top of the bank did that flood rise? Over the bank.
140. On both sides? No, on the north side, not over the south side because the bank is so high there.
141. How many feet did that flood fall within forty-eight hours after having risen to its full height? Fifteen feet I should say.
142. Has it risen since then? Not to any extent.
- (*The evidence of Mr. Forsyth, taken on a previous day, was here read by the Clerk.*)
143. *By the Chairman:* Do you take exception to any of the statements made in the evidence just read? I would only remark, with reference to the punt, that if the punt is compelled to cease working before the river reaches its highest, the same cause would probably

probably prevent the steamers from coming under the bridge; if the river were so high as to put the tackle of the punt under water, it would, I should think, be too high to allow the steamers to pass the bridge. However, if the water-line shewn on the plan before the Committee, is really the average height of the water in the river, there can be no impediment to steamers coming up; but that is the question, is it a fair average? I do not think the water is shewn sufficiently high here.

Mr. George
Hart.
8 Oct., 1861.

144. After hearing Mr. Forsyth's evidence read, and the opinion which Captain Cadell expressed on the subject, are you inclined to think the bridge will not seriously impede the navigation? According to Mr. Forsyth's evidence it most decidedly will not. If the flood levels are shewn correctly on this plan, I certainly do not think the bridge will impede the navigation.

Mr. David Winton called in and examined:—

145. *By the Chairman*: You are resident at North Gundagai? Yes.

146. You were one of those who signed the petition against permitting the bridge at Wagga Wagga to impede the navigation of the Murrumbidgee? Yes.

Mr. David
Winton.
8 Oct., 1861.

147. Did you do so from actual knowledge that the bridge would impede the navigation, or simply as a precaution against allowing it to do so? It was done merely to prevent a bridge being erected there in such a manner as to obstruct the navigation higher up—to guard against the bridge being built without any consideration being given to that point.

148. You had not seen the plans and did not know whether the bridge would impede the navigation? No; it was only feared by the inhabitants that such might be the case.

149. Have you ever been at Wagga Wagga? Yes.

150. Do you know the site of the proposed bridge? No, I have not seen the plans. (*A plan of the Town of Wagga Wagga, shewing the site of the bridge, exhibited to witness.*)

151. By looking at that map you know the place where it is proposed to build the bridge? Yes; the banks are pretty high there.

152. Have you been there in time of flood? No.

153. Do you know what height it is necessary to have the bridge above the water-line to enable a steamer to pass? It would require to be pretty high to allow such a steamer as Captain Cadell brought up on one occasion to Gundagai, to pass.

154. What steamer was that? I think it was the "Albury."

155. You do not know the height of her paddle-boxes? No.

156. It is proposed to construct this bridge two or three feet above the highest known flood; now, judging from what you know of the river in the district you are best acquainted with, Gundagai, do you think that a bridge of that height would impede the navigation at all? I should say not.

157. The water falls after a flood within a very few hours? Within twenty-four or forty-eight hours it falls very considerably; after a high flood the water goes down very fast, generally speaking. (*The evidence of Mr. Forsyth read, and plans of the proposed bridge exhibited to witness.*)

158. After inspection of these plans, and hearing the evidence just read, do you think there is any objection to the proposed bridge on the ground of its impeding the navigation? I think not. If Captain Cadell expressed the opinion stated by Mr. Forsyth, that would be sufficient. The petition was hastily got up, seeing that the Bill was so soon to be before the House, without there being time to make reference to Wagga Wagga or to see the plan. So far as I can judge, this plan meets all the objects the inhabitants of Gundagai have in view; they merely wish to keep the navigation open.

159. *By Mr. M'Carthy*: If you had seen the plan beforehand you would have been satisfied? Perfectly.

160. *By Mr. Morris*: I apprehend the inhabitants of Gundagai wish to keep the navigation open in order that they may be enabled, at some future time, to send down wheat and other produce that can be raised in the district to advantage, rather than to receive goods up? To receive them up as well. The primary object of the petition was, not to offer any opposition to the bridge, but merely that such provision might be made as would enable steamers to pass.

161. *By Mr. Mate*: You know Captain Cadell? Yes, I have seen him repeatedly.

162. You believe he is a gentleman whose judgment may be relied on in such matters as this? Yes, I would trust his judgment with perfect confidence. In fact, if we had had an interview with Captain Cadell we should not have thought of sending the petition; there would have been no petition if the inhabitants had been aware of the height they were going to put the bridge.

TUESDAY, OCTOBER 15, 1861.

Present:—

Mr. MATE,
Mr. WILSON,Mr. MORRIS,
Mr. HAY.

WILLIAM MACLEAY, Esq., IN THE CHAIR.

W. G. M'Carthy, Esq., appeared as Solicitor for the Bill.

Alexander Grant M'Lean, Esq., called in and examined:—

- Alexander Grant M'Lean Esq.
15 Oct., 1861.
163. *By the Chairman*: You are Surveyor General? Acting Surveyor General.
164. Do you know the site on which it is proposed to erect the Wagga Wagga Bridge? I know the site recommended by Mr. Adams. It is represented in the plan.
165. The approaches are entirely through Crown Lands? Entirely through Crown Lands.
166. On both sides? On the one side through a reserve, and from the road on the north side of the river, on the other side. (*Witness pointed out the road on plan.*) There is some little change made now that a portion of these lands have been sold.
167. Leaving, however, an access open from the road to the bridge? Leaving open a road to the bridge. I have brought with me a copy of a memorandum which I wrote, in March last, to the Under Secretary for Lands, relative to the bridge site and approaches. It states, "The bridge site has been recommended by District Surveyor Adams, and has been tacitly approved by Government; and the land through which it will be approached from the streets of Wagga Wagga on one side, and the principal lines of road on the other, being still in the hands of the Government, there can exist no objection to the approaches being formed by the Company, and to the subsequent dedication to the public, by Proclamation, or otherwise, of suitable ways of approach to the bridge." Nothing has taken place since.
168. *By Mr. M'Carthy, (Solicitor for the Bill)*: Will you be good enough to say on what side of the bridge the streets are? The nearest street is Morris-street.
169. But the immediate site is between two streets? Yes; Crampton-street and Travers-street, about two hundred feet below Crampton-street.

SEPARATE APPENDIX.

(PETITION.)

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

The Petition of the inhabitants of Gundagai, Tumut, Adelong, and the surrounding districts,—

HUMBLY SHÉWETH:—

That your Petitioners being aware that a Bill is now before your Honorable Assembly, the object of which is to empower a number of individuals, to be incorporated under the name of the Wagga Wagga Bridge Company, to construct a bridge across the Murrumbidgee River at the Town of Wagga Wagga.

That your Petitioners beg to submit to your Honorable Assembly that a bridge at Wagga Wagga is likely seriously to interfere with the navigation of that portion of the said River which lies between Gundagai and Wagga Wagga, unless such bridge be of sufficient height to admit the passage of the river steamers beneath it, or of such a construction as to allow such steamers to pass through.

That your Petitioners being deeply interested in the progress and development of the navigation of the upper portion of the Murrumbidgee River, pray your Honorable House to make such provisions in the said Bill as to ensure the navigation of the Upper Murrumbidgee from being impeded by the erection of the bridge proposed to be so constructed, as by any such obstruction, your Petitioners would materially suffer.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 382 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

PYRMONT BRIDGE COMPANY'S SUPPLEMENTARY BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

PYRMONT BRIDGE COMPANY'S
SUPPLEMENTARY BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
29 October, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

[Price, 2d.]

139—

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 27. FRIDAY, 18 OCTOBER, 1861.

11. Pymont Bridge Company's Supplementary Bill :—Mr. Forster moved, pursuant to notice,—
- (1.) That the Pymont Bridge Company's Supplementary Bill be referred to a Select Committee.
- (2.) That such Committee consist of Mr. Windeyer, Mr. Dalgleish, Mr. Holroyd, Mr. Lucas, Mr. Terry, Mr. Shepherd, Mr. Dick, Mr. Piddington, Mr. Hay, and the Mover.
- Question put and passed.
-

VOTES, No. 32. TUESDAY, 29 OCTOBER, 1861.

7. Pymont Bridge Company's Supplementary Bill :—Mr. Forster, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee, for whose consideration and report this Bill was referred on the 18th instant.
- Ordered to be printed.
- Whereupon, on motion of Mr. Forster, Ordered, That this Bill be read a second time on Friday next.
-

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1861.

PYRMONT BRIDGE COMPANY'S SUPPLEMENTARY BILL.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, to whom, on the 18th instant, was referred the "*Pyrmont Bridge Company's Supplementary Bill*," beg leave to report to your Honorable House,—

That they have examined the Solicitor for the Bill* and the other *Mr. G. W. Allen, witnesses named in the margin† (whose respective evidence will be found †Mr. E. O. Moriarty, C.E. appended hereto), and that the Preamble of the Bill having been proved J. Sutherland, Esq., M.P. to the satisfaction of your Committee, they proceeded to consider the Clauses and Schedule, in which they found it unnecessary to make any Amendments.

And your Committee now beg to lay the Bill before your Honorable House.

WILLIAM FORSTER,
Chairman.

*Legislative Assembly Chamber,
Sydney, 25 October, 1861.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 23 OCTOBER, 1861.

MEMBERS PRESENT:—

Mr. Dalgleish,	|	Mr. Piddington,
Mr. Dick,	|	Mr. Shepherd,
Mr. Forster,	|	Mr. Windeyer.

W. Forster, Esq., called to the Chair.

Printed copies of the Pyrmont Bridge Company's Supplementary Bill, before the Committee.

Promoters of the Bill:—Certain Directors and Proprietors of the Pyrmont Bridge Company.

Solicitors for the Bill:—Messrs. Allen & Bowden.

Parties called in.

Present:—Mr. George Wigram Allen, solicitor.

Mr. Allen examined.

Room cleared.

Committee deliberated, desiring certain evidence on behalf of the Civic Authorities, in respect of the Pyrmont Bridge.

Solicitor called in, and so informed.

[Adjourned till Friday 25th instant, at *Eleven o'clock*.]

FRIDAY, 25 OCTOBER, 1861.

MEMBERS PRESENT:—

W. Forster, Esq., in the Chair.

Mr. Dalgleish,	|	Mr. Shepherd,
Mr. Hay,	|	Mr. Terry.

Parties called in.

Present:—Mr. George Wigram Allen, solicitor.

Mr. Edward Orpen Moriarty, C.E., Engineer-in-Chief for Harbours and River Navigation, examined.

J. Sutherland, Esq., M.P., Mayor of Sydney, examined.

Room cleared.

Preamble of the Bill, considered.

Motion made (*Chairman*), and *Question*,—That this Preamble stand part of the Bill,—*agreed to*.

Solicitor called in, and informed.

Clauses 1 and 2, and the Schedule to the Bill, severally read and agreed to.

Draft Report read and agreed to.

Ordered, to report.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PYRMONT BRIDGE COMPANY'S SUPPLEMENTARY BILL.

WEDNESDAY, 23 OCTOBER, 1861.

Present:—

MR. DALGLEISH,
MR. FORSTER,MR. PIDDINGTON,
MR. SHEPHERD,

MR. WINDEYER.

WILLIAM FORSTER, Esq., IN THE CHAIR.

George Wigram Allen, Esq., called in and examined:—

1. *By the Chairman:* You are Solicitor to the Pyrmont Bridge Company? Yes; I appear as Solicitor for the Bill. G. W. Allen,
Esq.
2. Will you state any reasons of which you are aware for the passing of this Bill? By the original Act of Incorporation, the Company are empowered to borrow money in aid of the purposes for which the Company was formed; and by the amended Act, they were authorized to raise that money by the issue of debentures. The amended Act was an Act to authorize additional works to be made by the Pyrmont Bridge Company—mainly, the making of a bridge across Johnson's Bay to Glebe Island; and there was a clause in that Act (the eighth) stating that, if the bridge over Johnson's Bay, with the approaches thereto, be not *bona fide* commenced within one year, and fully and properly completed within two years next after the passing of the Act, the powers given in and by the same should cease and determine. This work not having been finished, it has been thought that the power to re-issue debentures has ceased. 23 Oct., 1861.
3. That is, the power given by this Act? By the amended Act. There was no power given by the original Act to issue debentures; it merely gave power to the Company to raise money by mortgage. The power to issue debentures was given by the amended Act. In consequence of the bridge over Johnson's Bay not having been completed by the Company within the time specified, the power to issue debentures is thought to have ceased; and the Company now ask merely to have the same powers as were given to them for this purpose in the Act to amend their Act of Incorporation.
4. That is, to issue debentures? To issue debentures—nothing more. The clauses are nearly *verbatim* the same as those in the last Act. They are as much like them as they could be made.
5. You are not asking anything by this Act that is inconsistent with the amended Act, or with the original Act? Nothing.
6. In fact, you consider this a supplementary Bill? It is merely to continue the power to issue debentures given by the amended Act.
7. Do you consider that the powers you ask for are necessary to the profitable carrying on of the undertaking the Company has commenced? They are.
8. Do you believe them to be in any way inconsistent with the public interest? Not in any way.

9.

- G. W. Allen, Esq.
23 Oct., 1861.
9. Do you think the public interest will be benefitted by giving the Company this power? The public interest cannot be injured. A number of the debentures already issued will become due next year, and some of them the following year; and the object of applying for this Act now is to have the power of re-issuing those debentures, or of borrowing money on new debentures for the purpose of meeting those which fall due.
10. Borrowing money by the issue of debentures is an easier way of carrying on the operations of the Company than borrowing on mortgage? Yes, it is much easier, because debentures being payable to bearer, are much more easily transferable, and the loans obtained by debentures are secured precisely in the same way as loans by mortgage.
11. *By Mr. Shepherd*: The Company could not carry on without a renewal? As I have said before, the Company will have no further power to issue debentures.
12. *By Mr. Dalgleish*: Are you aware whether certain restrictions were imposed upon the Company, with regard to the public safety, and if so whether they have been complied with? I believe that all the restrictions imposed by the Act of Incorporation have been complied with.
13. Are there not some restrictions in the Supplementary Act, relating to the protection of foot-passengers against the cart traffic and horse traffic? I speak from memory, but I believe it was understood, if not expressed, that suitable provision should be made for the safety of foot passengers.
14. In this bridge there are no recesses, such as are to be found in almost all the bridges of the Mother Country, for the public safety, into which, in case of a horse running away, foot passengers can retire? Provision for the protection of foot passengers was only required in the case of the bridge across Johnson's Bay to Glebe Island, which has not been made. It is only in the amended Act that the words occur:—"It shall be lawful for the Pymont Bridge Company hereinafter styled the 'Corporation' in addition to the works authorized by the said Act and to the works before mentioned as being in progress to make and construct a good substantial bridge of not less than thirty feet in width with all proper protection for foot passengers by the erection of rails on either side of such bridge between the outer rail of the bridge and the roadway across Johnson's Bay, Darling Harbour, to Glebe Island," &c. That bridge has never been made, and therefore the rails could not be erected.
15. You think that was not intended to apply to the bridge across Darling Harbour to Pymont? No; it could not have been made at the time to apply to it. I know that one of the Members of the Committee at that time stated to the Secretary, or to one of the Directors of the Company present, that it would be well if that were done also to the present bridge, but no restriction of the kind was made, nor was it thought even competent for the Committee to insert it in an Act which did not apply to that bridge at all.
16. This renewal is intended to apply to this bridge? It is intended to apply to the whole of the works of the Company. There is one thing to be said in reference to the erection of that rail; and that is, that the foot passengers frequently do not walk on the foot-path now, but constantly take the middle of the bridge in preference to the side. If a rail were put there it would make the path very narrow, and would be, I think, very little protection to foot passengers. There is an iron kerb along the side of the footpath.
17. That iron kerb, I think, is much lower than it was expected to be? It is a little lower than it was expected to be.
18. In fact it is so low as to be absolutely no protection against carts that are racing over the bridge, or going at an undue speed, which is frequently the case. I dare say you have observed it yourself? Yes, frequently; it is a matter which ought to have been prevented by the police long since. The person in charge has frequently asked the police to take into custody persons for furiously driving, but he has informed me that the police would not interfere.
19. *By the Chairman*: I think you stated that all the conditions have been complied with? All the conditions under the Act of Incorporation, in reference to this bridge, have, so far as I am aware, been complied with.

FRIDAY, 25 OCTOBER, 1861.

Present:—

MR. DALGLEISH,
MR. HAY,

MR. SHEPHERD,
MR. TERRY.

WILLIAM FORSTER, ESQ., IN THE CHAIR.

G. W. Allen, Esq., appeared as Solicitor for the Promoters of the Bill.

Edward Orpen Moriarty, Esq., C.E., called in and examined:—

- Edward O. Moriarty, Esq.
25 Oct., 1861.
20. *By the Chairman*: Will you be kind enough to state to the Committee the office you hold? Engineer-in-Chief for Harbours and Rivers.
21. Has your attention been called to this Bill? No; I have never seen it before.
22. Will you be kind enough to look at the Bill, and say whether you think it likely any objection will be offered, or ought to be offered, on the part of the public or of the civic authorities,

- authorities, to such a Bill? I do not see that it is a question in which the public are very much interested; it is merely a financial arrangement of the Company.
23. I suppose you are aware of the existence of the Company, and of what they have done? Edward O. Moriarty, Esq.
25 Oct., 1861.
- Yes.
24. Do you consider the continuance of the Company a public benefit? I fancy so; it is not a private benefit.
25. You would not consider it your duty to object to the passage of the Bill? No; this appears to me to be merely to enable the Company to borrow money by debentures or mortgage.
26. *By Mr. Dalgleish*: Was the original plan for the bridge carried into effect? No, not the original plan; the centre opening was altered in consequence of the loss of one of the swivels in the "Catherine Adamson." That alteration was an improvement, as it gave two openings instead of one.
27. With regard to the means for securing the safety of foot passengers—has there been any deviation from the plan? No.
28. Is the kerb lower than was proposed by the plan? No; it is exactly the same height; it is specified on the plan six inches.
29. Six inches above the foot way—not six inches above the road way? It is six inches; it may be half an inch or a quarter of an inch less, but it is about six inches; in fact I am almost certain of that, for I measured it, as a dispute arose some time ago as to the weight of the guard-irons.
30. Do you consider the provision as sufficient for the public safety? I do; because in the first place it is quite equal to the provision found in ordinary roads. The foot-paths in the streets have rarely a kerbing of more than six inches above the ordinary road; and again, the bridge has now been open above three years, and there has never been a single accident.
31. It is usual in long bridges to have recesses, is it not? It is not; it was the practice sometimes to have them in old-fashioned bridges, but that is now exploded.
32. Would it have been very difficult to have constructed them here on a continuous wooden structure? Yes.
33. Do you not think it necessary for the public safety, to have posts and chains at intervals along the bridge? No; that has not been done on Glebe Island Bridge, which is ten feet narrower.
34. Would it not be a very small expense to erect posts and chains? A very slight expense.
35. *By Mr. Shepherd*: There is no necessity for them? I do not think there is the least; if I had thought so, I would have put them in the plan in the beginning, or have suggested them afterwards.
36. *By the Chairman*: You state that Glebe Island Bridge is ten feet narrower than this? Yes, and there is no danger there; the cattle and other animals keep in the centre of the bridge.
37. *By Mr. Dalgleish*: The Glebe Island Bridge is not a parallel case with the Pyrmont Bridge, as that is almost confined to the traffic to the Abattoirs, rather than as a place of public passage? I think there will be a heavy traffic over the Glebe Island Bridge.

John Sutherland, Esq., M.P., examined:—

38. *By the Chairman*: You are Mayor of Sydney? Yes.
39. Has your attention been drawn to "A Bill to continue the powers of the Pyrmont Bridge Company to raise money by the issue of Debentures and by Mortgage"? J. Sutherland,
Esq., M.P.
25 Oct., 1861.
40. Would you consider it your duty to suggest any objections to this Bill? I can see no objection to the Bill as it at present stands. There were some matters connected with the former Act to which I objected.
41. *By Mr. Dalgleish*: Does it strike you that adequate provision for the public safety has been made on the Pyrmont Bridge? There is little safety for the public, in the event of a horse with a vehicle running away on the bridge.
42. In your position as Chief Magistrate of the City, and having, therefore, some interest in seeing that the public safety is provided for, have you anything to recommend to prevent accidents? That is one of the matters I refer to. The kerb put down to prevent carts and carriages running on to the pathway where the foot-passengers walk is very low. I think it was lower at first than the Act provided for, and the roadway has since been raised by planking, so that the kerb is still lower. Since the Abattoir has been opened, there has been a great traffic over the bridge with butchers' carts, and if a horse were to run away, there would be nothing to prevent the cart going on the footway, and there would be no way of escape for the foot-passenger.
43. There is no recess or shelter along the whole length of the bridge? Nothing that I can see. I have often observed, in passing across the bridge, that horses generally quiet have become restive and have danced about, and that has called my attention to it.
44. Horses that would go quietly along a macadamised road become very restive, and are liable to run away with their riders, in crossing a wooden bridge? Yes.
45. It is usual in bridges to have some protection for foot-passengers against horse traffic? On bridges of that kind it is usual to have some rail or guard to protect foot-passengers.
46. Is the kerb you have spoken of, the usual height of kerb-stones used by the city authorities? The city authorities have no such kerbs.

- J. Sutherland, Esq., M. P.
25 Oct., 1861.
47. They have stone kerbs—but does the height of the iron kerb on the bridge correspond with that of the stone kerbs in the streets? The iron kerb is not so high as our stone kerbs; it was some six or seven inches at first, but some three inches of planking—I do not know the exact thickness—has since been laid down, which takes off the height of the kerb.
48. *By the Chairman*: Can you offer any suggestions upon the subject to which you are referring, which it would be possible to embody in a Bill of this kind? No, I think if the attention of the Directors were called to it, it would not be necessary that any reference should be made to it in the Bill.
49. *By Mr. Allen*: Do you know the exact height of the kerb? I do not know the exact height. I judge simply from having looked at it.
50. Nor do you know the height of the kerb, intended to be placed on the bridge? Some twelve months ago my attention was called to this kerb as not being sufficient for the protection of the foot passengers. It did not appear to me to be deep enough to prevent carts going on it, in the event of the horses drawing them running away.
51. You are not yourself aware that the kerb is less than it was originally intended to make it? It is simply from memory I speak, but I recollect referring either to the Bill or to the specification, and I found the kerb was not of the depth it was specified to be.
52. Did you find it was so by measurement? By measurement at the time.
53. Might not the difference from the specification have been rather in the weight of the kerb-iron than the height? It might be. It is more than twelve months since, and I did not take particular notice.
54. I ask you the question because the Engineer for Harbours and Rivers, who was also the engineer for the bridge, has stated that the kerb was of the height originally intended, but that the difference was merely in the weight of the iron? It might have been in the weight that the difference was; but there is a difference in the height now from what was intended; for supposing the kerb to be six inches, there is the thickness of the planking to be deducted.
55. Has that been altered since the bridge was made? I think so.
56. Was it not the original intention of the engineer to place the kerb-iron upon the footpath; and is it not now placed on the roadway, making the kerb-iron therefore some inch or so higher than it was intended? I am not aware of the original intention of the engineer, but I believe the kerb is on the roadway; that, however, will not make the kerb either higher or lower.
57. Is not the roadway higher than the footpath? Yes.
58. Then if the kerb-iron is on the roadway it must be higher than it would be if it were on the footpath? Yes.
59. I think you said the kerb was different from that required by the Act? I said it was different either from the specification or the Act.
60. Does the Act require any height of kerb at all? I do not know.
61. *By Mr. Dalgleish*: Do you think it probable an Act would be granted for the construction of a bridge without any precaution being taken for the public safety? I think no Act should be passed without proper precautions being taken to secure the safety of foot-passengers. With reference to the kerb, I spoke merely from memory.

George Wigram Allen, Esq., examined:—

- G. W. Allen, Esq.,
25 Oct., 1861.
62. *By the Chairman*: This Bill is based, as you stated before, upon a previous Bill having lapsed? Yes.
63. Was the *laches* in that case the fault of the Company? The Company were not able to carry out the design they entertained; they intended to make the bridge which the Company have now made, and also to make a bridge across to Glebe Island, and they asked the Legislature for power to do so, but their funds would not enable them, and consequently they could not do it. The power to borrow money was given by the original Act of Incorporation, but the power to issue debentures was given by the Act to enable them to form a bridge across to Glebe Island, which has not been done.
64. Then the Bill does not depend upon the non-fulfilment of conditions? Not the slightest.
65. The operations of the Company have become contracted by want of funds; they are carrying out their original proposal upon a more limited scale, and this Bill is necessary to enable them to do that? They have carried out all their original proposal in the way they intended, but they are not able to carry out a proposition they subsequently entertained. The only power this Act will give is the power to raise money by debenture as well as by mortgage. The power to issue debentures was given in the Act which authorized the making of another bridge, but the debentures were not intended to apply to that bridge alone, but to all the purposes of the Company.

1861.

Legislative Assembly.

NEW SOUTH WALES.

RICHMOND BRIDGE COMPANY'S ACT AMENDMENT BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

RICHMOND BRIDGE COMPANY'S ACT
AMENDMENT BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
19 *November*, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

[Price, 3d.]

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1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 17. TUESDAY, 1 OCTOBER, 1861.

22. Richmond Bridge Company's Act Amendment Bill:—Mr. Cunneen moved, pursuant to notice,—
- (1.) That a Select Committee be appointed to take evidence and report upon the "Bill to amend the Richmond Bridge Company's Act of 1857."
- (2.) That such Committee consist of the following Members:—Mr. Hay, Mr. Wilson, Mr. Gray, Mr. Dangar, Mr. Piddington, Mr. Hannell, Mr. Burns, Mr. Driver, Mr. Terry, and the Mover.
- Question put and passed.
-

VOTES, No. 44. TUESDAY, 19 NOVEMBER, 1861.

2. Richmond Bridge Company's Act Amendment Bill:—Mr. Cunneen, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and report this Bill was referred on the 1st October last.
- Ordered to be printed.
- * * * * *
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1861.

RICHMOND BRIDGE COMPANY'S ACT AMENDMENT BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and report was referred on the 1st of October last, the "*Bill to Amend the Richmond Bridge Company's Act of 1861,*" beg leave to report to your Honorable House,—

That they have examined the witnesses named in the margin* • John Town, Esq.
A. Fraser, Esq.
(whose evidence will be found appended hereto), and that the Preamble of the Bill having been satisfactorily proved, your Committee proceeded to consider the several Clauses and the Schedule, which they passed without amendment.

And the Committee now beg to lay before your Honorable House the Bill so passed by them.

J. A. CUNNEEN,

Chairman.

Legislative Assembly Chamber,

Sydney, 12 November, 1861.

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 15 OCTOBER, 1861.

MEMBERS PRESENT:—

Mr. Cunneen, | Mr. Hay,
Mr. Dangar, | Mr. Wilson.

J. A. Cunneen, Esq., called to the Chair.

Printed copies of the Richmond Bridge Company's Act Amendment Bill, together with the Order of the House referring same, upon the Table.

There being no appearance of the Parties in support of the Bill,—

Committee ordered,—That the Promoters be informed of the day to which they adjourn.

[Adjourned till Tuesday, 22nd instant, at Eleven o'clock.]

TUESDAY, 22 OCTOBER, 1861.

MEMBERS PRESENT:—

J. A. Cunneen, Esq., in the Chair.

Mr. Dangar, | Mr. Terry.

The Promoters of the Bill not being in attendance,—

Ordered,—To be informed of the further adjournment of the Committee.

[Adjourned till Tuesday, 29th instant, at Eleven o'clock.]

TUESDAY, 29 OCTOBER, 1861.

MEMBERS PRESENT:—

J. A. Cunneen, Esq., in the Chair.

Mr. Dangar, | Mr. Driver.

Committee met at Eleven o'clock, and—

Adjourned till Noon, this day.

Committee resumed.

Additional Members present:—Mr. Gray and Mr. Wilson.

Committee deliberated on the absence of the Promoters of the Bill at their several sittings.

Ordered,—That the Chairman be requested to communicate with the Parties prior to the next meeting.

[Adjourned.]

TUESDAY, 12 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. A. Cunneen, Esq., in the Chair.

Mr. Piddington, | Mr. Burns,
Mr. Dangar.

Committee met pursuant to summons.

Promoters of the Bill:—

Mr. B. Richards, *Chairman, Richmond Bridge Company.*

Mr. J. Town, *Treasurer, ditto.*

Mr. A. Fraser, *Secretary, ditto.*

Mr. Alexander Fraser, *Secretary to the Company*, called in and examined.

Witness withdrew.

Mr. John Town, *Treasurer to the Company*, called in and examined.

Witness withdrew, and,

Committee proceeded to consider the Preamble of the Bill.

The same having been proved to the satisfaction of the Committee,—

Motion made (*Chairman*), and Question,—That this Preamble stand part of the Bill,—*agreed to.*

Clauses 1 and 2 then severally read and agreed to.

Schedule read and agreed to.

Chairman requested to report the Bill to the House.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

RICHMOND BRIDGE COMPANY'S AMENDMENT BILL.

TUESDAY, 12 NOVEMBER, 1861.

Present:—

Mr. BURNS,
Mr. CUNNEEN,

Mr. DANGAR,
Mr. PIDDINGTON.

J. A. CUNNEEN, ESQ., IN THE CHAIR.

Mr. Alexander Fraser called in and examined:—

1. *By the Chairman*: You are Secretary to the Richmond Bridge Company? Yes.
2. You are aware that the Company have petitioned the Assembly for leave to bring in a Bill to amend their former Act of Incorporation?—Yes.
3. What are the reasons for seeking to amend the original Act? Because it is not paying the shareholders a sufficient dividend.
4. It is not paying a reasonable return for their capital? No.
5. Can you inform the Committee what was the capital of the Company when its Act of Incorporation and the Schedule were passed? It was £6,000.
6. What did its erection cost them? £12,201.
7. Then it cost nearly double what they estimated? Yes.
8. Had they been aware of its costing so much, would they have asked to be allowed a higher schedule of tolls in their Act of Incorporation? Yes, I should think so.
9. Can you inform the Committee how much per cent. per annum was the last dividend declared to the shareholders? There has been no dividend declared yet; they are paying off the debts of the Company. The Company is £2,000 in debt at this moment.
10. Is the bridge a great public convenience? Very great indeed.
11. It not only does not pay a reasonable interest, but do you think it is also an uncertain security, because of its being subject to be washed away by floods? No, I do not imagine there is any fear of that kind; it has been tried sufficiently to enable us to form an opinion that it will stand the floods.
12. You consider the investment of capital in the erection of this bridge a great benefit to the public? Yes, very great indeed.
13. Before the erection of this bridge the public were put to great inconvenience in waiting a long time in endeavouring to cross stock? Yes, the punts were very inferior indeed.
14. Do you think the expense from loss of time was far greater than even the tolls you require now? By far.
15. Is it your opinion, then, that the increased tolls which the Company now seek to obtain are but reasonable to them? They are only reasonable.
16. And you think they are not unreasonable as regards the public? No.
17. They are not so high as are generally charged at private bridges? I do not know what the charges are at other bridges, but I think these are very moderate.
18. *By Mr. Piddington*: How long has the bridge been open to the public? Since August, 1859.

Mr. Alexander Fraser.

12 Nov., 1861.

- Mr. Alexander 19. What was the largest amount of debt that the Company incurred at one time? £2,500.
Fraser. 20. And they now owe £2,000? Yes.
- 12 Nov., 1861. 21. The bridge has not been open more than two years? Two years in August last.
22. Is the £2,500 borrowed included in the total cost you mention—£12,201? Yes.
23. During two years the Company have not been able to pay off more than one-fifth of the sum originally borrowed? No.
24. Do you think the proposed increase of the tolls will be sufficient to enable the Company to pay off their debt in less time than they otherwise could? Yes.
25. With this additional schedule of tolls, how long do you think it will take—what period of time will elapse before the Company will be enabled to discharge the debt now owing? In about two years.
26. Of course until that time the Company can pay no dividend? No.
27. They do not expect to pay any dividend? No.
28. They intend to pay off the debt before they declare a dividend? Yes.
29. *By Mr. Dangar*: Will they be able to pay the disbursements for repairs of the bridge and so on, as well as the debt, in two years? Yes.
30. *By Mr. Burns*: Do you think the increase in the tolls is likely in any way to decrease the traffic over the bridge? No.
31. You think the public will not be likely to complain of the charges? No.
32. They will consider them reasonable? Yes.
33. Is there any toll for foot-passengers in the original Bill? Yes.
34. How much? Two-pence, I think.
35. You do not propose to increase that? No.
36. Only the tolls on sheep and cattle? Only on sheep and cattle in droves.
37. What has been the annual receipt since the bridge has been erected? The first year it was let for £775; the second year, for £901; and the third year, £845; the third year is going on now.
38. Then in three years you will have actually received for the tolls £2,500? Yes, but we have not got the whole of that yet.
39. The bridge is let for the third year, but it has not yet expired? No; it expires in August, 1862.
40. What is the paid up capital of the Company? £9,000; it was £6,000 originally, and then there was another call for £3,000.
41. Is the whole of that capital paid up? Yes; and we borrowed £2,500 besides.
42. *By Mr. Piddington*: You must have borrowed more than £2,500? No, I think not.
43. *By Mr. Burns*: Has the amount the bridge is let for, for the present year, been received by the Company yet? No; it is received monthly.
44. This bridge forms part of a highway, does it not? Yes.
45. There are roads on either side which it connects? Yes.
46. Has no objection been made in any way to the charges being increased? No, I think not.
47. You have heard of none? None at all.
48. *By Mr. Dangar*: Are you aware of any other bridge similarly situated, where the tolls are the same? No.
49. *By Mr. Burns*: In the schedule of tolls you propose now, you ask for power to charge for every ox or head of neat cattle in drove, 2d.? Yes.
50. The additional charge is 1d.? Yes.
51. And you propose to charge ½d. for every sheep, lamb, or goat, instead of ¼d. as at present? Yes; doubling the charges for both in droves.
52. Is there a fair prospect of your being able to let the bridge annually, for the amount you have let it for, for the present year, £900? £845—Yes, I think there is.
53. I suppose the principal receipts of the bridge are from cattle and sheep? Not exactly. I have here an account of the receipts from all sources last year:—
- | | | | |
|--|------|----|---|
| 99,515 sheep paid toll at ½d., from August, 1860, to July, | | | |
| 1861 | £103 | 13 | 0 |
| 33,913 cattle paid toll at 1d., same period..... | 141 | 6 | 0 |
| Ordinary traffic, same period | 547 | 6 | 0 |
| | £792 | 5 | 0 |
54. *By Mr. Dangar*: Are there many farms on the other side of the river? Not many; there are some at the Kurrajong.
55. *By Mr. Burns*: You think the increased tolls proposed will be sufficient to give the Company a fair rate of interest for its investment, and to meet contingencies, wear and tear, and so on? Yes.
56. *By Mr. Piddington*: What is the interest you pay on the debt incurred? Eight per cent.
57. *By Mr. Burns*: You know of no opposition to the proposed scale of charges? None whatever.
58. You do not propose to make any increase in the charges for carriages, carts, or drays? No; on nothing but sheep and cattle.

Mr. John Town, called in and examined:—

59. *By the Chairman*: You are the Treasurer of the Richmond Bridge Company? I am, up to the present. Mr. John Town.
60. You and others have petitioned the Assembly for a Bill to amend your Act of Incorporation? Yes. 12 Nov., 1861.
61. Would you be kind enough to state to the Committee for what reasons you seek to obtain higher tolls on sheep and cattle in droves? When we first incorporated ourselves our capital was £6,000; but we found the bridge cost £12,070, and it does not pay at the present time; the charge on sheep is so low, and on cattle too.
62. When you obtained your original Act of Incorporation, you only anticipated it would cost half what it actually did? Precisely.
63. And consequently you made the tolls lower than you would had you known the real cost? Yes; we expected £6,000 would have done us, but it doubled it; and the tolls are so low it does not cover the expense.
64. In fact you formed a scale of charges to represent a capital of £6,000, whereas in reality it has cost £12,000? Yes, £12,070; we were bound to come to £9,000 ourselves, and then we had to borrow £2,500 to carry it on, and all the outlay together came to £12,070.
65. Had you been aware it would cost £12,000, you would have applied in the first instance for a scale of tolls that would have remunerated you for that amount of capital? Of course we would.
66. Are you aware whether this bridge is a great public convenience? It is the greatest convenience to the sheep and cattle coming from Bathurst and the northward.
67. The whole of the cattle from the northern country have to cross this bridge? Yes.
68. And a great number of those from the western country, by Bell's line? Yes, more or less of them.
69. Before the erection of this bridge, are you aware whether there was not a great deal of time lost in trying to cross cattle and sheep over the river, and great expense incurred by the delay? There was indeed; sometimes they would be there three or four hours, or nearly all day, before they could cross a flock of sheep, because they would not face the punt; and sometimes they would lose three or four head of cattle in rushing them through the water; now they do not take above a minute or two.
70. On some occasions human life was lost in crossing stock? I cannot exactly say that there has been in crossing stock, but there has been human life lost on two or three occasions in getting off the punt, but it was generally when the parties were intoxicated, and walked off the punt too soon.
71. *By Mr. Burns*: The crossing was dangerous? Yes, in that way. That was some years ago. I do not know for anything particular about cattle, any accident to human life, but merely, as I say, going over as foot-passengers.
72. *By the Chairman*: Do you consider the tolls which you now demand are only reasonable for the Company to receive, in return for the capital invested? Yes.
73. And you do not think they would be too high for the public to pay for the benefit they receive? No, I think not. It is generally the squatters that have to pay that, and I do not think it will be too high.
74. *By Mr. Piddington*: You receive about £845 a year rental? Yes, this year.
75. What are your expenses in the shape of costs out of that sum—have you to pay anything? Nothing; except when the floods come, and some damage happens; of course, then, we have to put the bridge to rights again.
76. Independent of such accidents, the whole of the rental is applicable to the purposes of the Company? Yes.
77. How is it you have not paid off more than £500 of the debt within the last two years? We had to pay £350 to take the punt off the water, and of course that gave us a grab at once; and then there were all the rest of our liabilities,—for the engineer, Mr. Moriarty, perhaps £500,—and other things, which took a deal of money out of our capital.
78. *By Mr. Dangar*: Can you inform the Committee whether the Government was applied to, to build this bridge, before the Company commenced it? We applied for liberty to make the bridge through an Act.
79. Was the Government applied to before that? Not that I know of.
80. *By Mr. Piddington*: The whole rental you receive is applicable to paying off the debt, and when the debt is paid off, to paying a dividend? Yes.
81. *By Mr. Burns*: You have had no dividend yet? No.
82. Is the river fordable at any place near the bridge? Yes; about a mile and three-quarters from it.
83. Do you think the increase of the charges will be likely to lead to many persons availing themselves of the crossing-place at the Falls hereafter? There might be a few carts that would cross there.
84. You do not propose to make any increase in the charge for carts? No; they might get over.
85. If this increase is granted, do you think drovers will be likely to take their cattle across at the Falls in preference to going over the bridge? If I tell you the truth about that, they are roguish enough to do it, and put the money in their own pockets.
86. *By Mr. Piddington*: Do you think there are many rogues among them? I have known them do it at the time of the ferry. The floods have lately made a great alteration at these Falls—made them deeper.
87. *By Mr. Burns*: Do you think, as a matter of convenience or economy, parties are likely to prefer running the risk of going over the Falls rather than pay the extra toll over the bridge? If they could get over, many of them would.

- Mr. John Town.
12 Nov., 1861.
88. Do you think it is dangerous for them to do so? It is now, but in former times it was not.
89. Do you think the owners or the drovers of cattle are likely to consider the extra charge excessive? Well, I do not know; but they might be roguish enough to give us the go-by there, if the water got low again there.
90. They cannot do it at the present time? No; there have been several floods in the river.
91. *By Mr. Dangar*: You are aware that the owners of the cattle allow the drovers for the toll? Yes.
92. *By Mr. Burns*: What depth is the water now? Three or four feet.
93. Sheep could not cross there? Not well, they would lose many of them; the water would take them off their feet.
94. The water is rapid? Yes.
95. Have you heard of any opposition to the increased tolls? No.
96. You do not think the increase too much? I do not think it is; it will merely give us a reasonable consideration to get our capital back.
97. It will enable you to have your capital returned to you, and pay a reasonable dividend? Yes, that is what we have applied for.
98. Do you know what have been the receipts annually since the bridge was erected? The first year we ought to have got £775, but we did not get it at all; the next year £901; and this year we are in now £845.
99. Did I understand you to say, in answer to a question from Mr. Piddington, that you had to give the lessee of the punt some consideration for giving up the punt? Yes, £350.
100. In the first instance? Yes.
101. But you have not to give him anything now? No, that paid him off.
102. Had you to pay anything for any existing interest besides the punt? We had to pay Mr. Moriarty.
103. What had you to pay him? £500—five per cent.
104. For what? For his services as engineer of the bridge.
105. *By Mr. Dangar*: Is the road on the northern side of the bridge fenced in? It is for a certain distance.
106. How far? Three or four miles.
107. Then the cattle cannot diverge from the road as they near the bridge to go to the Falls? There is the Belmont Road.
108. Do many cattle go the Bell's Line road? Yes, lately.
109. Cattle generally coming from the northward make for Richmond, as a place where the butchers meet? Yes.
110. But they are not compelled to cross at the bridge? No, they may go to the crossing-place if they choose. Suppose a master sends a man with a flock of sheep and gives him money to pay the tolls, the man may keep the money and go across at the Falls.
111. *By Mr. Burns*: You say the Falls are dangerous? They are dangerous now.
112. What is the ordinary depth of water at the Falls? I have seen no water there at all.
113. That is in times of drought? Yes; but generally speaking there is always water there.
114. In ordinary seasons what is the depth of water? About two feet; but the rush of the river in the floods and freshes we have had lately has made the channel deeper.
115. Since the last floods there is an alteration of the channel—they have made it deeper? Yes.
116. Sheep could not cross there now? Not without taking them off their feet.
117. Could cattle cross there? Yes, but it is not likely they would.
118. *By Mr. Piddington*: Have you known many cases in which they have crossed at the Falls since the bridge has been opened? I have not seen anything of the sort since, because the river has generally been up, and stopped all communication there.
119. It has not been so high during the whole of the last two years as to prevent cattle from crossing? Well, it has; there has always been a full body of water in the river.
120. *By Mr. Burns*: Since the bridge has been erected have you known of any cases in which drovers have brought cattle over the river at the Falls? No, I have known it formerly; not since the bridge has been erected.
121. All the cattle have passed over the bridge? All we know of.
122. Are the settlers in the district in the habit of crossing at the Falls? In the upper district they have been; but this year the water has cut out the bed.
123. In previous years, you have known instances where settlers have been in the habit of crossing at the Falls? I have known them evade the punt and go over the Falls, when the punt was in existence.
124. *By Mr. Dangar*: In a dry season you think the tolls would be very much decreased by people crossing at the Falls—supposing we had a drought again? That is it.
125. *By Mr. Burns*: In case of the Falls becoming nearly dry, people would generally prefer crossing there? Some of them might. There is a main road there they can go if they like. We have known it in the punt time, but never seen it in the bridge time; they were roguish enough to do it then.
126. *By Mr. Piddington*: You would not conclude that a man was dishonest because he avoided paying the tolls? It was not the master that did it, but the servants, to save the money for themselves.
127. *By Mr. Dangar*: You are aware there is no gain to the squatter by evading the toll—you are aware the drovers are paid so much a head from the stations to Sydney or Richmond, and they pay all tolls out of the price of droving? Yes, that is it; they get a cheque or order for the money, and they can cross where they like.

128. *By the Chairman*: This place you term the Falls is a public right of way? Yes, there is a surveyed road there. Mr. John
Town.
129. Do you include, in the £12,000 which you say was the cost of the bridge, the £500 paid to Mr. Moriarty? Yes. 12 Nov., 1861.
130. And the £350 to the lessee of the punt? Yes.
131. *By the Chairman*: Every item of the cost is included in the £12,000? Yes, every shilling that I know of; but perhaps you would hear more about that from Mr. Fraser.
132. What interest are you paying for the borrowed capital? The bank interest—eight per cent.
133. *By Mr. Burns*: You pay £160 a-year for interest alone? Yes.
134. Have you any salaries to pay also? Yes, Mr. Fraser, we have to pay him; formerly we paid him £100 a-year, while the bridge was in actual building; now we only pay him £25.
135. Do you let the bridge by tender, or receive the tolls? We let it by auction to the highest bidder.
136. *By Mr. Piddington*: What are Mr. Fraser's duties now? He keeps the books.

1861.

Legislative Assembly.

NEW SOUTH WALES.

BRIDGE AT WEST MAITLAND.

(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

Unto the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
The Petition of the undersigned Inhabitants of West Maitland, and Residents of
the surrounding neighbourhood and County of Durham,—

HUMBLY SHEWETH:—

That your Petitioners are fully sensible of the great and important benefits arising to all classes of a community and the country generally, in having good roads and bridges over rivers, at suitable and convenient places, so as to connect distant parts of the country with those localities where stock, produce, and other industrial and marketable commodities may be disposed of, not only for use and consumption locally, but shipped or otherwise conveyed to distant ports and places offering a ready and profitable market.

That West Maitland is the centre and market town of a rich and important district; and the intercourse between this town and the county of Durham (the latter being situated on the north side of the River Hunter) has for a length of time been great, and is steadily increasing. This intercourse has been greatly impeded and restricted, and at times entirely suspended, from the want of a bridge over the River Hunter, to connect West Maitland with the County of Durham and adjoining and neighbouring districts.

That until very recently, the only mode of communication between West Maitland and the County of Durham, and other important places and districts in that direction, was by a ford at a place called "The Falls;" and this mode was only available when the river was low. For some time past a punt has been in use at "The Falls," which punt has to be entirely laid up when the river is in any way high; but the recent floods have so materially and permanently altered the bed of the river at this point, that the ford before referred to has been swept away, thereby rendering it impossible to cross the river in this way; and the channel otherwise has been so altered that this punt has become almost useless, even when the river is at its ordinary level, as it cannot approach either of the banks of the river, so as to allow parties or carriages, drays, &c., being landed in safety.

That the settlers and others on the Paterson, at Clarence Town, Dungog, on the Allyn and Manning Rivers, and other important districts on the north side of the River Hunter, and also West Maitland, have suffered, and are daily suffering serious loss and injury, from the want of a bridge at West Maitland, at some convenient and eligible place as may be fixed upon.

That the revenue to be derived from tolls and puntage at such a bridge would yield an ample return for the money expended on its erection, as the present amount of income from the punt would be greatly increased if a bridge in every way suitable and passable at all times and seasons, were erected.

That the erection of such a bridge would add materially to the traffic of the Great Northern Railway, and benefit a large and important section of the Colony. That there are no engineering difficulties to contend with, and the necessary expenses would be comparatively moderate, while the benefits to be derived therefrom would be incalculable and widely extended.

That your Petitioners may take the liberty of referring to the circumstance of a sum of money having been voted by your Honorable House to erect a barrier or dam across the river at the Falls, for the double purpose of enabling the inhabitants of West Maitland to obtain fresh water at all seasons, and also for this barrier being used as a roadway to and from the opposite side of the River Hunter, from Maitland; but your Petitioners understand that this scheme has, for certain good reasons, been abandoned, and the sum voted not required for the purpose originally intended.

May it therefore please your Honorable House to take this Petition into your consideration, and to act in the premises, as to your Honorable House may seem just and proper in the circumstances.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 1,377 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

STEAM CRANE AT NEWCASTLE.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 15 October, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27 September, 1861,—

“(1.) That a copy of the Specifications issued for making the Steam Crane at Newcastle, dated 18 July, 1860, be laid upon the Table of this House.

“(2.) Also copies of all Correspondence between Mr. Moriarty and Messrs. P. N. Russell and Co., relating thereto.”

(Mr. Allen.)

SCHEDULE.

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STEAM CRANE, NEWCASTLE.

SPECIFICATION of a Steam Crane for Shipping Coals at Newcastle.

THE work to be executed under this Contract will consist in supplying, erecting, and putting to work, on the Wharf at Newcastle, a good, substantial, and powerful Steam Crane, with boiler, and all proper appliances and fittings, suitable for the loading of coals on board ship.

The accompanying drawing and this specification describe, generally, the dimensions and kind of Crane required. The ordinary weight which the Crane will have to lift will be about eight (8) tons; but the Crane will be required to be constructed of strength sufficient to be capable of lifting, with safety, a weight of not less than twelve (12) tons; and in order to prove that the Crane is competent to do the work required of it, and above described, the contractor will be held responsible for its safe working for a period of two months after it shall have been opened for *bona fide* use by the public.

A five-horse power high-pressure boiler, of approved construction, fitted with proper feed apparatus, and all the usual cocks and pipes, steam and others; blow-off pipes and cocks; steam and water gauges; and, in fact, all fittings and mountings usually required in such cases, shall be supplied and erected by the contractor, on some convenient part of the wharf adjoining the Crane.

The drawing exhibits the size and general arrangements of the Crane, as much in detail as it is considered necessary to shew them.

Minute details or particulars are not given, it being presumed that an intelligent contractor will understand all that will be required, and will estimate accordingly; it being distinctly understood that the work will be required, in all its parts, to be turned out in first-class style, and finished in every respect, both as regards material and workmanship, to the satisfaction of the Engineer-in-Chief for Harbours and Rivers, or whomsoever he may appoint to superintend the same.

The Boiler is to be capable of being worked up to a pressure of fifty pounds to the square inch.

All bearings to be of brass or gun-metal, with proper lubricating apparatus.

Any slight modification which may be suggested by the contractor, the effect of which would be either to improve the work or diminish the cost, such as slightly altering dimensions to suit patterns, will, if approved of by the before-named Engineer, be allowed.

The amount stated in the contractor's tender will be considered as the full price of the Crane, complete, and set to work to the satisfaction of the Engineer; and no allowances whatever will be made for any alleged extras.

The contractor is to state in his tender the time within which he will be prepared to complete the Crane and put it to work, under a penalty of £3 3s. per day, for every day that the work remains unfinished after the time so specified.

Payments will be made in three instalments, on the certificate of the Engineer as to the value of the work performed; the first instalment to be paid when the Castings are all made; the second instalment to become due when the Crane and its appliances have been erected on the Wharf at Newcastle; and the third and final instalment to be paid when delivery shall have been taken by the Government at the end of the period of maintenance by the Contractor—two months, as before specified.

The cast iron centre frame of the Crane is shewn as fittings on a pile; this pile will be supplied, driven, fixed, and braced into the Wharf, and roughly trimmed up by the Contractor for the Wharf; the cost, therefore, of this pile should not be included in the estimate of the Contractor of the Crane; but, with the exception of this pile, all other matters or things connected with the Steam Crane, such as holding-down bolts, chains, slings, and all other things required to set the Crane to work, shall be furnished by the Contractor for the Crane, and are to be considered as included in the amount specified in his tender.

E. O. MORIARTY.

No. 1.

P. N. RUSSELL & Co. to ENGINEER-IN-CHIEF FOR HARBOURS, &c.

*Sussex-street Engine Works,
Sydney, 21 August, 1860.*

SIR,

We have much pleasure in forwarding for your approval the general tracing of Steam Crane. We have made out the full-sized drawing on a very large board, shewing details which we shall be happy to shew you at your earliest convenience. The alterations which we propose, and which are principally suggested from the experience we had in a fifteen-ton Steam Crane we supplied to the Victorian Government eighteen months ago, and which

which has been at work since that time and giving the greatest satisfaction, are as follows:—
 The base plate we have strengthened with deep ribs, and intend turning it in the lathe where the bevel rollers work on, as well as boring out the socket for the Crane post at the same time, so as to ensure both being perfectly concentric. We have introduced three friction rollers to take the thrust at bottom of Crane post for the purpose of diminishing the friction in turning round the crane, also anti-friction gear at the top of the post for the same purpose. The cheeks of the Crane we have made of cast iron, $1\frac{1}{2}$ thick in the web, with very strong flanges all round the outside, as well as round the inside panels. The Crane post we have made larger in diameter and stronger. We have put the friction break wheel on the opposite side from the main spur wheel, so as to enable us to keep the box of main spur wheel as close as possible to the bearing, and lessen the strain on main gudgeon. We have made the cylinders with trunk pistons for the sake of compactness, exactly the same as those of the Victorian Crane. The whole of the remainder of the Crane, as well as general arrangement, is identical with the original plan.

Trusting the same may meet with your sanction,—

We remain, &c.,
 P. N. RUSSELL & CO.

No. 2.

P. N. RUSSELL & Co. to ENGINEER-IN-CHIEF FOR HARBOURS, &c.

*Sussex-street Engine Works,
 Sydney, 31 August, 1860.*

SIR,

We had the honor of addressing you on the subject of a Steam Crane on the 21st instant, but are still without a reply from you. We have now got many of the patterns completed, but would wish much to have your approval of them before putting them into the Foundry. As it is extremely probable we may soon have a rise in wages, we are very anxious to push on as fast as we can; we trust, therefore, you will give the subject your attention as soon as you conveniently can.

We remain, &c.,
 P. N. RUSSELL & CO.

No. 3.

ENGINEER-IN-CHIEF FOR HARBOURS, &c., to P. N. RUSSELL & Co.

*Department of Public Works,
 Harbour and River Branch,
 Sydney, 1 September, 1860.*

SIRS,

Absence from Sydney has prevented my replying at an earlier date to your communication on the subject of the Steam Crane at Newcastle, a tracing of some alterations in which accompanied your letter.

The sketch submitted by you contains so many defects, and is altogether so crude and ill-considered a design, that I could not on any account permit its substitution for the one you have contracted to erect; in fact, I am rather surprised at such a production emanating from any respectable mechanical firm, as it certainly does not appear to embody any of that great experience to which you allude as having acquired in the erection of an imported Crane at Melbourne, and which, by the way, is totally different in every respect from the Crane under consideration.

1. The trunk pistons your design exhibits are manifestly unsuitable; in high winds the trunks would get so covered at every stroke with coal dust and sand, for which Newcastle is celebrated, as to destroy any packing in a few days, and to render it impossible to keep them steam-tight.

2. The cylinders are placed in the very most inconvenient position you could possibly have selected, even if your intention had been to shut out the view in front from the man working the Crane. This error might lead to the most serious accidents, as an instant's reflection will convince you.

3. The cast-iron cheeks are neither so strong, nor so much to be depended upon, as the wrought-iron for which I have specified.

4. The cast-iron column is, by your plan, merely fitted into the sole-plate without being in any other way fastened to it or to the wharf; neither are the side frames fastened in any way to the centre column, so as to counteract the obvious tendency which the great weight acting at the outer end of the gib would have, to lift the frame off the column, or draw the column itself from its place. In the original plan this tendency is guarded against by fastening the column down to the sole-plate and the wharf by six $1\frac{1}{2}$ inch bolts, and by securing the movable frame to the column by a collar at the top; in fact, as your plan stands at present, there is nothing whatever to prevent the whole thing toppling over when the weight comes on the end of the gib.

5. The cross-frame at top of column shews the greatest amount of metal where it ought to have the least, and *vice versa*; this frame is not nearly so strong as that shewn in the original.

6. You make no provision for adjusting the conical rollers so as to ensure their concentric movement; this is a curious oversight, and one which your proposed arrangement of the box would render it difficult to obviate.

7. The manner in which you propose to secure the stay rods to the movable frame, by cast-iron lugs, is very objectionable; the sudden jerks and strains would be certain to break them off. In the original design they are secured to the wrought-iron cheeks by $\frac{7}{8}$ inch bolts.

8. The internal diameter of the column is less than the original; this I cannot allow.

9. I also object to the coupling clutches being at the outer extremity of the shaft.

10. If more convenient to you, and provided that the same strength of rail be maintained, and that the surface be turned up to the true bevel, I have no objection to a cast iron ring being substituted for wrought iron as specified.

11. As I mentioned to you at first, although I see no occasion for them, there is no objection to your introducing friction rollers, or increasing the diameter of the wheel into which the worm for slewing works; but the speed shewn in the original must be maintained.

12. You will please attend at your earliest convenience at the Crown Solicitor's Office, for the purpose of signing the necessary bond for the due fulfilment of your contract.

I have, &c.,
E. O. MORIARTY,
Engineer-in-Chief for Harbours and Rivers.

No. 4.

P. N. RUSSELL & Co. to ENGINEER-IN-CHIEF FOR HARBOURS, &c.

*Sussex-street Engine Works,
Sydney, 3 September, 1860.*

SIR,

We this morning received yours of the 1st instant. We regret much to give you so much trouble with regard to the Steam Crane. Nearly all the objections you have made to our general plan have been corrected in the full-sized drawing we have made, and which we would like you to see.

We are perfectly willing to construct a Crane in exact accordance with your plan, but must decline to prove it to twelve tons and uphold it for two months.

We remain, &c.,
P. N. RUSSELL & CO.

No. 5.

ENGINEER-IN-CHIEF FOR HARBOURS, &c., to P. N. RUSSELL & Co.

*Department of Public Works,
Harbour and River Branch,
Sydney, 4 September, 1860.*

SIR,

In reply to your letter of yesterday's date, I have the honor to inform you that, inasmuch as you have declined to carry out the contract for the Steam Crane for Newcastle in accordance with your tender, I have felt it my duty to recommend that the work should be re-advertised or else given to the tenderer next above you.

It will be obvious to you, that it would be most unjust to the parties who competed with you for the Crane, to permit you to substitute for the design on which they tendered, a contrivance of your own totally different from it.

I have, &c.,
E. O. MORIARTY.

No. 6.

P. N. RUSSELL & Co. to ENGINEER-IN-CHIEF FOR HARBOURS, &c.

Sydney Foundry, 4 September, 1860.

SIR,

We are duly in receipt of yours of this date. We regret that you have so misunderstood our letter of yesterday. We are quite willing to construct a Crane in accordance with our tender. Relying, however, upon several clauses in the specification, we expected that we would be allowed to make such modifications in the plan as would insure us from all risk in testing and upholding the Crane for two months.

We think that if you were to see the full-sized drawing we have made, and hear an explanation on the subject, that all would be arranged to your satisfaction. Or if you would prefer it we are quite willing to refer the matter to two unprejudiced individuals, or meet you and refer the matter to the Minister of Public Works, and abide by his decision. In fact we are willing to meet you in any way you may suggest, only we must positively decline to construct a Crane and take the responsibility of its carrying 12 tons, unless we are allowed to make several modifications in your plan.

We have, &c.,
P. N. RUSSELL & CO.

No. 7.

No. 7.

ENGINEER-IN-CHIEF FOR HARBOURS, &c., to P. N. RUSSELL & Co.

*Department of Public Works,
Harbour and River Branch,
Sydney, 5 September, 1860.*

GENTLEMEN,

I have the honor to acknowledge the receipt of your letter of yesterday's date. Permit me to say you are in error in supposing that I have misunderstood your letter; on the contrary, I thoroughly understand it, as well as the motives by which you appear to have been actuated throughout in this (as you have made it) very troublesome transaction.

You tender, amongst others, for a specific work, and as soon as your tender is accepted you immediately set to work to endeavour to substitute something totally different from that for which you and the others had tendered, thereby seeking to take, what I cannot help designating as a most unprofessional, as well as a most unfair advantage of the other tenderers.

If you are permitted to supply a Crane on some plan of your own, why should not the others have equally fair play and be allowed to do likewise? They may possibly supply, if called upon to do so, a cheaper and better design than you can; and to say truth, judging from the combination of stupidity and ignorance which the plan you sent in for my approval exhibits, they would not find much difficulty in doing so.

I certainly shall not look at your full-sized plan, nor will I allow myself to be a party to any such manifest injustice to the other mechanical establishments as you seem desirous of perpetrating.

I have, &c.,
E. O. MORIARTY,
Engineer-in-Chief for Harbours and Rivers.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

CIRCULAR WHARF, WOOLLOOMOOLOO BAY.
(SPECIFICATION FOR.)

Ordered by the Legislative Assembly to be Printed, 17 January, 1862.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 7 January, 1862, That there be laid upon the Table of this House,—

“ The Specification or a Copy of the Specification of the Works
“ required in the construction of the Circular Wharf at the head
“ of Woolloomooloo Bay.”

(*Mr. Lucas.*)

CIRCULAR WHARF, WOOLLOOMOOLOO BAY.

COPY of Specification for a Wharf in Woolloomooloo Bay.

THE work to be executed under this Contract will consist in the construction of a Wharf in Woolloomooloo Bay, in the position indicated in the accompanying general plan of the Bay, and in accordance with the general and detailed plans thereunto attached, and numbered consecutively 1 to 3.

Plans.—Plan No. 1 is a Survey of the Bay, on which is delineated by a red line the extent of the proposed Wharf, but the part only between the red lines will be entered upon under this Contract.

Plan No. 2 shews in elevation and cross section the manner in which the work is to be carried out; some slight alterations are purposed to be made in this drawing, which are shewn in red.

Plan No. 3 shews some borings which have been made in a line across the Bay, but they are only intended to give a rough approximate view of the depth of the sand and mud.

This Contract will be for the timber, iron-work, and copper, and other matters connected with the timber facing of the Wharf, and is not intended to include the stone ballast facing or the back filling, both of which will be executed under different contracts.

Piles.—The piles shall be truly pitched and driven at distances of ten feet apart from centre to centre, both longitudinally and transversely; they shall be of the best ironbark, round, not less than fifteen inches diameter at the toe, or than twenty inches at the head when driven in place and cut off to the proper lengths; they shall be shod with a cast-iron shoe weighing about seventy-seven pounds (77), of the kind shewn in the drawings, accurately fitted and secured with four $\frac{5}{8}$ inch spikes.

The piles shall be driven home to the bed rock with a 20 cwt. monkey, and no pile shall be considered to be fully driven till it shall have ceased to descend one inch after having received five blows of the monkey, falling from a height of 20 feet. Any pile driven out of the true line, or which may exhibit any injuries or defects after having been driven, shall be immediately drawn and replaced by a sound pile, at the Contractor's sole charge; when fully driven, the pile shall be cut off to the proper level, and a tenon worked on it 14" x 6" x 6" to fit into a corresponding mortise in the cap; the pile shall be secured to the caps and girders with anchor straps and bolts, in the manner shewn in drawing No. 2.

Copper.—All that part of the pile which will be exposed to the action of the salt water, namely, from eighteen inches below the surface of the mud or sand to high water mark, shall be sheathed with the best copper, or Muntz patent yellow metal, twenty ounces (20 oz.) to the foot, smoothly and evenly laid with proper laps, and secured with $1\frac{1}{2}$ inch nails of the same metal, in the proportion of $\frac{3}{4}$ lb. of nails to the sheet. Before laying on the copper or metal, all knots, projections, or other irregularities, shall be carefully trimmed off the piles.

All bolts passing through piles and walings below the top level of the copper or metal shall be of one inch round copper or metal, rivetted over rings of the pattern which may be seen on application at this Office.

Land Ties.—Land ties shall be attached to every fifth bay of piles; the land tie piles shall be not less than twenty feet in length, more if required. They shall be driven full twenty feet from the back of the wharf, in a slanting direction; they shall be secured to the inner end of the cap by two half timber braces 12" x 6", bolted to cap and land tie pile; to the face of the latter shall be spiked six hardwood slabs 9 feet x 4" x 9", against and around which may be packed a mass of stone ballast.

Diagonal Braces.—The diagonal braces are to be of the best ironbark, 12" x 6" x 25 feet in length, fitted to every alternate bay of piles, and secured to the centre and inner ones with copper bolts, and to the outer row with wrought iron bolts, one inch in diameter.

Fender Pieces.—Fender pieces are to be fixed to the face row of piles, and securely bolted to them with two iron and one copper bolts, each of one inch; they shall be scored into the pile, and shall be neatly rounded off at top and bottom, to prevent vessels riding on the Wharf or otherwise injuring it.

Landing Stairs.—One landing stair is to be fixed at the centre of each street, for the convenience of passengers landing from boats.

Stringers.—A stringer or guard piece 12" x 12" shall be laid over the outer ends of the planks on the face of the Wharf, and secured to the lower face beams with $\frac{3}{4}$ " bolts and nuts ten feet apart. The back stringer or that covering the inner ends of the planks to be 12" x 6", and secured with similar bolts and nuts.

Planking.—The deck or platform will be formed by a layer of planking 3" x 9"; the whole to be of the full width of the wharf in length. The planking shall be of approved Colonial hardwood—ironbark, spotted or blue gum, or blackbutt—sound and good. The whole to be closely and evenly laid and spiked down to the girders with $\frac{5}{8}$ " bolts 8" in length, of a pattern which may be seen at this Office, one to each beam.

Longitudinals.—The longitudinal bearers on which the planking is to rest shall be of ironbark, 12" x 12" and 12" x 6" alternately, of sufficient lengths to take four bays each; but they shall be so laid as to break joint on the caps properly. They shall be joined by vertical scarfs, at least three feet in length, and secured by three one-inch iron bolts. The

centres

centres of all scarfs to come over the centres of the piles or caps; the stringers shall be secured to the caps or piles with $\frac{3}{4}$ -inch plain, or one-inch anchor bolts, respectively. All scarfs to be closely and evenly worked, planed on the joints, and saw-fitted at the butts, and set up taut with a timber key before the fastenings are inserted. The cross caps also to be ironbark 14" x 14" and 26 feet long; they shall be mortised down on the pile heads, as before described, and secured with wrought iron anchor straps and bolts, in the manner exhibited in the drawing; to the inner end of every fifth cap will be attached the half-timber braces of the land tie piles.

The stone ballast shewn in the drawing as resting under the inner end of the Wharf will be executed under another contract.

All materials and workmanship to be used in any part of this work to be of the very best of their respective kinds; the timber shall be quite sound, perfectly straight, and with the exception of the piles, truly squared, of ironbark, spotted or blue gum, or other approved Colonial hardwood, free from knots, shakes, pipes, sapwood, and all other defects. All butts and joints to be neatly and closely worked. Scarfs to be planed, tenons to fit their mortises, and planks to be set fair on their supports, and to be set up close at the edges.

The cast iron to be sound and free from cracks, air-holes, and all other defects; the wrought iron to be of the best crown bar or cable iron, well and neatly forged. All screw bolts and nuts to have well and clean cut threads. Nuts to be one and one-half times the diameter of the bolt in depth. Washers of boiler-plate, 4" by 4" by $\frac{1}{4}$ ", to be placed under all heads and nuts.

Tarring.—The whole of the timber work shall receive two good coats of Stockholm or Archangel tar, boiled with a little pitch, and laid on hot. All joints to be well tarred before they are put together; the iron-work to be coated while hot with pitch or black varnish.

Mooring Piles.—A mooring pile shall be driven at every hundred feet on the Wharf, bolted to the girders, and rising about three feet above the platform; it shall be neatly rounded off at the head and covered with a cast iron cap, similar to those on the Circular Quay, Sydney Cove.

The plans, sections, and this Specification represent generally the nature, extent, and dimensions of the work, and are signed by E. O. Moriarty, Engineer-in-Chief for Harbours and Rivers.

Should any discrepancy be found between the scale attached to the drawings and the written dimensions, or between the drawings and this Specification, or should there be any ambiguity in them, the same shall be referred to the before-named Engineer, whose decision shall be final; and anything contained in the drawings or in this Specification shall be as binding upon the Contractor as if it had been contained in both.

As it is intended to carry out the work by a Schedule of Prices, the Contractor will be required to furnish one, stating in detail the cost of the different parts of the work. All such prices being for their respective items, fixed and fastened in place, to the entire satisfaction of the before-named Engineer. Schedule to state cost of—

1. Piles, as specified, driven at per foot run.
2. Caps, 14" x 14" x 26 feet, fixed and fastened in place, at per foot run.
3. Girders or stringers, fixed and fastened, 12" x 12" x 43', at per foot run.
4. Do. do. 12" x 6" x 42', at per foot run.
5. Walings do. 12" x 6", at per foot run.
6. Fender pieces do. 12" x 12" x 6", at per foot run.
7. Other timbers at per foot cube.
8. Planking 3" x 9", as before specified, laid and spiked, including spikes or bolts, at per hundred of 3 in.
9. Planking or sheathing, 2" x 9", at per hundred of 2 in.
10. Land tie piles and mooring piles, fixed in place, at per foot run.
11. Slabs for do., of the thickness specified, at per hundred super.
12. Wrought iron in straps and bolts, fixed in place complete, at per cwt.
13. Cast iron, fixed, including pattern and all other charges, at per cwt.
14. Copper or Muntz metal, laid as specified, including laps, nails, and all other expenses, at per foot super.
15. Copper bolts, rivetted on rings as specified, at per lb.
16. Tarring, at per one hundred feet super., one coat.
17. Coal tarring, at per one hundred feet super.

The Contractor shall find and provide at his own cost all timber, iron, tar, copper, or metal, and all other materials of every kind, together with tools, implements, pile engines, punts, and plant of all other kinds, as well as skilled and unskilled labour required to carry out the work in an efficient and expeditious manner. Should it appear that any minor matters have been omitted in the plans and specification, but the intention to include which is obviously necessary for the completion and stability of a well-constructed wharf according to the general design exhibited on the plans, all such additional parts or things are to be provided by the Contractor, and are supposed to be included in the contract sum on the rates stated in the Schedule.

The Contractor shall not in any case depart from the Specification, nor from the dimensions shewn on the accompanying drawings, without written directions to that effect signed by the before-named Engineer for Harbours and Rivers. But if the Government or the Engineer shall direct changes to be made, the Contractor is to execute them and to be paid the extra cost, or allow the corresponding reduction, both at per Schedule price, or as may be agreed upon between the Engineer and the Contractor, before such change is made; and

and in all cases of change authorized as above described, the change or alteration is only to be considered as affecting the object in view, and not as tending in any way to vitiate or annul the Contract generally.

The Contractor will be required to give due personal attendance, and in his absence to leave some properly qualified person with whom the Engineer may at all reasonable times confer.

The entire of the work, both as regards the quality of the materials and the mode of execution, is in every respect to be performed to the satisfaction of the Engineer-in-Chief for Harbours and Rivers or his assistant; and all its parts are to be executed in the most complete, permanent, and substantial manner, according to the true intent and meaning of the drawings and this Specification.

Should it appear to the Engineer that the Contractor is not performing his work in a proper manner, or with requisite expedition, or that he does not comply with the orders he may receive from time to time from the Engineer, then the Government are to have power to take the work out of the Contractor's hands, on giving him fourteen days notice in writing to that effect, and to employ other Contractors or workmen to complete the same, the Contractor and his sureties still remaining liable to the extent of their respective bonds for any extra cost the Government may be put to by reason of failure of the Contractor properly to complete the work; and any balance which may be due to him at the time he may be so discharged shall be retained by the Government, towards defraying any extra expense which may be incurred.

The Contractor shall state in his tender the time within which he will complete the work, and in the event of its non-completion to the satisfaction of the Engineer within such specified time, he shall forfeit and pay Fifty pounds (£50) per week for every week that shall elapse after such specified time, till its completion.

The work will be measured at the end of every four weeks, and payments made to the Contractor at the rate of eighty per centum on the value of the work actually executed and certified to by the Engineer and his assistant, estimated according to the Schedule of Prices to be furnished by the Contractor; the balance to be retained by the Government till the work shall be finally taken off his hands, which will be in three months after its final completion, if all its parts shall then be found to be in proper and perfect condition.

The Contractor will be bound to maintain the work for a period of three months after its final completion and use by the public; and if any parts should within that period shew any signs of weakness or of giving way, or should any defective workmanship or materials be detected, the Contractor, when called upon to do so, shall make good the same at his own cost, to the satisfaction of the Engineer, before the reserved balance will be paid.

Any materials or workmanship the Engineer may disapprove of shall be immediately removed, or if not done so within seven days after receiving notification so to remove them, the Engineer may cause the same to be removed, and deduct the cost thereof from the Contractor's next instalment.

Only net measurements of timber, iron, or other materials, will be allowed, notwithstanding any practice or custom to the contrary.

E. O. MORIARTY.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

RECLAIMING OF LAND IN DARLING HARBOUR.

(CORRESPONDENCE WITH W. C. WENTWORTH, ESQ., RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 17 January, 1862.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 17 January, 1862, That there be laid upon the Table of this House,—

“ A Copy of all Correspondence between W. C. Wentworth, or
 “ his representative, and the Secretary for Public Works, or
 “ any Officer of the Government, on the subject of reclaiming
 “ a large portion of Land from below high water mark in
 “ Darling Harbour, bounded by Druitt-street on the south;
 “ together with a Copy of all Correspondence and Reports from
 “ the Engineer for Harbours and Rivers, on the same subject.”

(*Mr. Dalgleish.*)

RECLAIMING OF LAND IN DARLING HARBOUR.

W. C. WENTWORTH, ESQ., to SECRETARY FOR PUBLIC WORKS.

Sydney, 29 October, 1861.

SIR,

I have the honor to represent, that having obtained permission from the Government to fill up and erect Wharves on my land in Darling Harbour, bounded by Sussex and Druitt streets, and having acted on that permission for many years, without interruption, until this day, when my workmen have been warned not to proceed further, I have therefore to request that they may be allowed to proceed with their contract, it being my intention, when the work is completed and the land reclaimed, to apply for a grant under the new Regulations.

I have, &c.,

W. C. WENTWORTH.

Mr. Moriarty is requested to report on this case.—W. M. A.—29/10/61.

Mr. Moriarty accordingly.—B.C., 29/10/61.—J. R.

E. O. MORIARTY, ESQ., to UNDER SECRETARY FOR PUBLIC WORKS.

Report.

THE filling in of the space in question is, in a sanitary point of view, highly desirable; the exhalations given off from the semi-putrid mud, when left bare by the receding tide, must be highly offensive and noxious. I therefore consider that the reclamation should be proceeded with as expeditiously as possible.

E. O. M.

31/10/61.

Submitted—Mr. Wentworth may be so informed.—J. R.—1/11/61.

Approved—W. M. A.—1/11/61.

UNDER SECRETARY FOR PUBLIC WORKS to W. C. WENTWORTH, ESQ.

Department of Public Works,

Sydney, 1 November, 1861.

SIR,

In reference to your letter of the 29th ultimo, requesting that orders given to your workmen to desist from filling up the water frontage of your land in Darling Harbour, between Sussex and Druitt streets, may be authorized to be withdrawn, I am directed by the Secretary for Public Works to inform you, that under a report received from the Engineer-in-Chief for Harbours and Rivers, he has approved of your being allowed to proceed with the filling in of the frontage in question, as desired by you.

I have, &c.,

JOHN RAE.

UNDER SECRETARY FOR PUBLIC WORKS to ENGINEER-IN-CHIEF FOR HARBOURS AND RIVERS.

Department of Public Works,

Sydney, 1 November, 1861.

SIR,

I am directed to inform you, that under your B.C. Report of the 31st ultimo, the Secretary for Public Works has approved of W. C. Wentworth, Esq., being allowed to proceed with the filling in of the water frontage of his land in Darling Harbour, between Sussex-street and Druitt-street; and I am to request, that if the orders to desist from this work, given to Mr. Wentworth's men, did not emanate from any of your officers, you will have the goodness to communicate this decision to the Harbour Master.

I have, &c.,

JOHN RAE.

1861.

Legislative Assembly.

NEW SOUTH WALES.

PILOT BOARD.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 27 September, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 5 March, 1861, That there be laid upon the Table of this House,—

“ A Report from the Pilot Board on the working of that
 “ Department, so far as regards Harbor Regulations, Harbor
 “ Masters, Pilots with their boats’ crews, Light-houses, Light-
 “ keepers, and suggestions for improvements in those matters.”

(*Mr. Dalgleish.*)

NOTE.—A portion of the Appendices referred to in this Report, and which are not printed herewith, will be found (in print) on the Record File of the Legislative Assembly Office.—Regis. No. 61—591.

PILOT BOARD.

SECRETARY TO THE PILOT BOARD to UNDER SECRETARY FOR FINANCE AND TRADE.

Pilot Board Office,
9 April, 1861.

SIR,

In reply to your application of the 7th ultimo, for a Report from the Pilot Board on the working of the department, I have the honor, by direction of the Board, to state, with respect to—

HARBOR REGULATIONS,

that they are very defective in many important respects, with regard both to Sydney and Newcastle; and acting upon the instructions of the Honorable the Treasurer, the Board prepared a Bill in 1859, embodying all the useful matter contained in the present Harbor Acts, and also certain matters not already legislated for; and they take this opportunity to urge upon the Minister, the desirability of having the same, with the few alterations now made, brought before the Legislature as soon as possible. (*Appendix A.*)

In connection with the subject of Harbor Regulations, the Board deem it their duty again to invite attention to the necessity for the appointment of an Inspector (who shall receive one moiety of the fine on any conviction), to see that the provisions of the Steam Navigation Act are enforced; and particularly with reference to the overcrowding of steamers engaged in the harbor-passenger traffic; otherwise they fear that some fatal consequences will result from the hazardous manner in which such vessels are overcrowded on Sundays and public holidays. (*Appendix B.*)

HARBOR MASTERS.

Sydney.—The Harbor Master of Port Jackson is an active energetic officer, and proved himself, while Sea and Harbor Pilot, to be thoroughly capable of those situations—knowing the harbor well, and exhibiting much skill in the management of a ship; the Board, however, regret that he does not possess the education, administrative ability, and urbanity, necessary for so important a situation.

The Board have had correspondence with the Government, which goes far to support the foregoing remark. (*Appendix C.*)

Newcastle.—The Harbor Master of Newcastle is a most efficient officer, and well qualified for the situation.

Eden.—The Harbor Master and Pilot at Eden was not examined before the Board as to his capabilities or knowledge of that port, and they can only state from report, that he does not appear to be well qualified for the situation; but this may not be of much consequence now, through the failure of the Kiandra Gold Fields, which will allow of this establishment being reduced.

Out Ports.—The business at the other out ports appears to the Board to be conducted to the general satisfaction of the public.

It being desirable that swinging moorings for adjusting ships' compasses should be laid down in this port, the subject has received the attention of the Board, and they have already searched for a suitable position; but pending a final decision in this respect, they advise that the sum of £500 should be placed upon the Supplementary Estimates for the work, believing that this amount, with the mooring chains and anchors now in possession of the Government, will be sufficient for the purpose.

PILOTS.

Port Jackson.—The Board are of opinion that no pilot system will ever be effective at this port, unless pilot vessels, to cruise outside the Heads, are introduced; and as their views upon this question are fully expressed in a Report, dated 15 September, 1858, they consider that it will be sufficient for the present to append a copy of the same hereto, with other papers, which shew how the present system came into operation. (*Appendix D.*)

Most of the boats belonging to the Pilot Establishment at the Heads are not adapted to the work, being far too heavy and unmanageable in a seaway; and the same remark will apply generally to the boats used at the Government boatshed; and the Board would again urge upon the Minister the necessity for adopting their recommendations in this respect. (*Appendix E.*)

As an improvement in the present departmental arrangement of the pilot service at the Heads, the Board beg to suggest that the Honorable the Treasurer should reverse the decision he arrived at a short time past, that the pilots should not be allowed to take private communications to vessels arriving off the port. The great advantage that the mercantile interest would derive from the adoption of such a practice at Home was made known to the Trinity House, and an order was at once issued to the Pilots in the Downs to deliver on board of vessels any communications sent for the purpose. (*Appendix F.*)

Before

Before disposing of this subject, the Board beg to express their conviction that no system of any kind will work satisfactorily unless they are authorized to exercise direct control over both pilots and men, even to their appointment and dismissal, subject to confirmation of the same by the Executive Council; for it is quite clear that good men will not come forward as candidates for the situations, if they find that their claims are passed over to make way for inferior persons, who may happen to possess more interest.

The Board beg to invite attention to the necessity for having screw moorings laid down at Newcastle, as recommended both by themselves and the Harbor Master there. (*Appendix G.*)

LIGHT-HOUSES.

The Lights of the Colony are all in good repair and in efficient working order; and from the judicious introduction of teal oil, which is in every respect more suitable for the purpose than the oil formerly used, a saving of at least one half in the cost of this expensive article, has been effected.

The Board, however, regret to have to comment upon the ill-advised manner in which the site for a Light-house has, at least in one instance, been decided upon by persons who, from want of a knowledge of the characteristics which it is necessary should be sought for in selecting a site for a Light-house, are wholly incapable of forming a correct opinion on such a matter. Of this the Jervis Bay Light affords a lamentable instance. But as the Government and Legislature are already familiar with the circumstances, the Board merely append a copy of the correspondence (*Appendix H*), and beg to express a hope, that, in future, before such matters are finally determined upon, they, as a nautical authority, may be afforded every facility for taking evidence as to, and personally inspecting the locality at which it may be the intention of Government to erect a Light-house. The same suggestion holds good with reference to buildings of every description appertaining to marine establishments; and as the Board are often in a position from experience and personal knowledge to offer valuable suggestions respecting structures of this nature, they would advise that all plans and specifications of proposed works should be submitted for their inspection before any decisive steps are taken.

The Board beg to recommend that the Lighthouse near Jervis' Bay be removed to Crocodile Head, and the lantern changed; and when this and the Port Stephens Light are in operation, they conceive that the coast of New South Wales will be sufficiently lighted for the present.

LIGHT-KEEPERS.

The Board much regret that their repeated recommendation, that increased and graduated salaries should be given to light-keepers, is disregarded, and they beg to assure the Minister that unless some inducement is offered to the subordinates to secure promotion to higher salaries by good conduct and zealous discharge of duty, the economy of the Light establishments will never be brought to that degree of efficiency which it is most desirable should be attained.

The Board cannot deprecate too strongly the manner in which appointments are made to, and vacancies in these establishments are now filled up.

When it is considered how many lives, and what great value in property depends upon carefulness and accuracy in the exhibition and management of a light, the absolute necessity for the employment of respectable, temperate, and experienced men, must be apparent to everyone; but the Board greatly regret to have to report that due regard has not hitherto been paid to these qualifications; men wholly inexperienced (and in one instance of intemperate habits) have been sent to enter upon the duty of managing (at times during a four-hour's watch in the dead of night) an apparatus which requires to be worked by a skilled and steady hand; and to be entrusted with the care of costly reflectors and glasses, which if damaged or broken it might not only be difficult to replace, but would involve considerable pecuniary outlay.

Not the least evil in the present mode of appointment is, that the men who have served many years in the Light-houses, and whose experience and past conduct are guarantees of their competency, and who therefore have a claim for consideration from the Government, are entirely overlooked, and even slighted, when new appointments or vacancies occur; consequently they become sensible that merit, experience, and assiduity, in the performance of their duty, are valueless; therefore they take no interest in their situations beyond doing, as a matter of form, that only which is absolutely required of them.

The Board would therefore beg to recommend that all appointments to new Light-houses be filled by promoting keepers from other lights, so that, if possible, there shall only be one person unacquainted with the duties in any Light-house at one time. (*Appendix I.*)

In support of the foregoing observations the Board beg to refer to the various papers and extracts from their correspondence hereto attached. (*Appendix A to I.*)

I have, &c.,

W. J. WILSHIRE,

Secretary.

APPENDIX.

A.

*Pilot Board Office,
25 November, 1859.*

Sir,

I am directed by the Pilot Board to transmit a Draft Bill, compiled by them, to consolidate and amend the Laws relating to Harbors and Shipping, in accordance with directions from the late and present Honorable Treasurers.

This Bill, it is believed, will be found to be sufficiently comprehensive for all requisite purposes. It does not involve any new principle, or matter likely to create discussion, and embodies the amendment required in the Pilotage Act of last year.

It repeals all the existing laws applicable to harbors, excepting as to any rights, or acts done in pursuance thereof; provides for a Pilot Board, and amalgamates the Steam Navigation Board with it, and gives the Governor power to appoint Boards at the out-ports; empowers the Governor to make Port Regulations, as at present, and provides for the control of licensed watermen, and ballast and gunpowder boats.

Gives power to the harbor authorities (not, as at present, to the Bench of Magistrates), to remove obstructions in the harbors or rivers.

Provides for the payment of dues of 4d. per ton in, and 4d. per ton out, for the support of pilots, light-houses, &c.; but exempts vessels under thirty tons, if employed in the coasting trade, and also vessels commanded by certificated masters, from all but one annual payment.

Gives the Board authority to grant, revoke, or suspend certificates of competency to masters of vessels; also, to inquire into the circumstances of a wreck, collision, or accident, or into cases of neglect of duty by a master of a vessel, and to summon witnesses.

Provides for the collection of all dues, rates, and fees, and payment thereof to the Colonial Treasurer; for taking summary proceedings for punishment of offenders, and for the appropriation of the penalties.

As this Bill has been framed without legal assistance, it is necessary that it should be forwarded to the Parliamentary Draftsman for correction; and when corrected, or amended, it would be more convenient if it were printed and returned to the Board for further consideration, before being submitted to Parliament.

I have, &c.,
W. J. WILSHIRE,
Secretary.

To the Under Secretary
to the Treasury.

B.

*Steam Navigation Board Office,
29 April, 1859.*

Sir,

I am directed by the Steam Navigation Board to request that you will have the goodness to invite the attention of the Honorable the Secretary for Finance and Trade to the subject of the overcrowding of the steamers running in this port on holidays, and intimate to that Minister that the prevention of this practice has received the constant attention of the Board; and the Water Police Magistrate has been requested to make example of such cases as might come under the notice of that officer; but from the inadequacy of the Water Police Force to attend to the matter in question, in consequence of their duty calling them elsewhere, the practice of fearfully overcrowding the steamers has now almost reached its climax.

It appears, therefore, to the Board, that some steps should be taken by the Government to check this dangerous custom, by enforcing the Act, either by an instruction to the police generally, or by the appointment of an Inspector of Steam Vessels, whose duty it should be to watch them on the particular days mentioned.

I have, &c.,
W. J. WILSHIRE,
Secretary.

The Secretary
to the Treasury.

*Steam Navigation Board Office,
31 December, 1860.*

Sir,

I am directed by the Steam Navigation Board to request that you will have the goodness to invite the attention of the Honorable the Treasurer to the Board's letter of the 29th April, 1859, upon the subject of the over-crowding of the steamers on holidays, and that you will intimate to that Minister that as the police have not been instrumental in bringing to punishment the masters of vessels who, the Board believe, on such days wilfully and constantly infringe the provisions of the Steam Navigation Act, and thereby endanger the lives of the people—and as, in case of accident, the loss of life would be most serious, they beg again to urge the necessity of some more efficient means being taken to prevent a recurrence of the violations of the Act.

I have, &c.,
W. J. WILSHIRE,
Secretary.

The Under Secretary
for Finance and Trade.

Upon a representation to the same Minister that a certain steamer had been allowed to run in a very deficient state, he asked the Board "to favour him with a report, whether any steps are taken to see that all the requirements of the Act are complied with by any supervision at uncertain periods, and on occasion of steam vessels leaving their respective wharfs?" The Board replied, "That with the exception of cases in which accidents occur to the machinery or vessel (when they send the surveyors on board) the supervision is left to the police authorities, or to any casual informer to bring under notice any breaches of the Act."

W. J. WILSHIRE,
Secretary.

16 January, 1861.

C.

C.

REPORT of the Pilot Board on the complaints made by John Foley, Boatman, against the Harbor Master and the Boatswain :—

In pursuing this inquiry the Board afforded Foley every opportunity of proving his case, and permitted him to elicit from the witnesses he summoned, all the information they were capable of affording. The complaints made by him may be summed up in the following charges, recorded in a journal kept by a friend of his; and, as he states, written from his dictation at the time the events occurred :—

- 1st. That the Harbor Master is in the habit of making use of the public boat and crew for the amusement of his family and friends, and that he employs the men in carrying coal and provisions to his house.
- 2nd. That he has employed the Government mechanics to repair his own boat, at the same time using Government materials; that he has also given, for the use of the same, a pair of oars, and to the master of his cutter a quantity of oakum, and has employed the mechanics at other matters for his private use.
- 3rd. That he has treated him, Foley, in a harsh and unjust manner, having dismissed him from his situation without sufficient reason, whilst he has shewn favouritism to other of the men by allowing them to be absent from duty, not on account of ill health, but to nurse their wives and to work in his garden.

The charges against Mr. Barnett are, that he is in the habit of making use of blasphemous and bad language to the crews, in the discharge of their duty, and that he neglects his own by being constantly asleep during the usual hours of work.

Foley's witnesses were—boatmen Briggs, O'Shea, McCraw, Jarratt, Tessier, and Johnson. Mr. Crook called Mr. Cronin, boatman Sleith, and Sergeant Dewar; and Mr. Barnett called Mr. Hinton and boatman McCraw.

The Board having weighed the statements and evidence put in by the Harbor Master and boatswain, are of opinion that in respect of the first charge against the former, the evidence does not at all bear out the complaint, as, although it was at once admitted by the Harbor Master that he has occasionally, when going to Bedlam Ferry, or to the Heads, on duty, or to other parts of the Harbor for the inspection of sites of proposed wharfs, taken in his boat one or two of his daughters, or his son-in-law, there does not appear to be any day on which the boat was sent on a pic-nic, or in which ladies were taken, except on regatta days, unless the Harbor Master was availing himself of the opportunity of taking them when going afloat on duty; and the employment of the men to take coal to his house consisted of directing his own boatmen to tow round to Moore's Wharf, on one occasion, a lighter of coals, which he had purchased for his own use.

In respect to the second charge, Mr. Crook admits, and Mr. Barnett also bears out the fact, that a large long boat, formerly his own, but now the property of his son, was repaired at the Government boat-shed, at a cost amounting to about £16, according to Mr. Barnett's estimate, but all the materials used were not the property of the Government, some, particularly the copper, having been supplied by Mr. Crook himself.

Mr. Barnett also states that he gave an old and useless pair of oars away, by Mr. Crook's order; and also a small handful of oakum to the master of the cutter, who had brought up some lamp glasses, to pack which he had used his own oakum.

In justification of the repairing of the boat at the Government shed, Mr. Cronin, master of the Steam Dredge, and Sergeant Dewar, R.A., were called, both of whom proved that they had had the use of the boat on several occasions for carrying out anchors, shot, shell, and large pieces of gun carriages; and although their evidence failed to prove that they were aware of any particular damage having been done, the Board believe that the Harbor Master's statement in that respect is correct, and that the boat was damaged in the service of the Government.

The charges as to the oars, oakum, and mending of a shutter at Mr. Crook's house are proved, and are such irregularities as ought not to have occurred.

In respect to the third charge the Board have failed to elicit anything particularly bad on the part of the boatman Foley, except that he was, on a previous occasion, reported for misconduct; and that there is every reason to believe that he was seen at a public-house at a late hour on the evening previous to that on which he absented himself; and, although his dismissal was rather of a summary character, the Board are not inclined, after the vindictive feeling which he has manifested against Mr. Crook and Mr. Barnett, at the inquiry, and the evident bad spirit in which the charges are brought forward, to recommend his reinstatement to the Government service. The other portion of this charge also falls to the ground, as it is clear to the Board that the boatman Sleith was really ill, and not employed, during his absence, at Mr. Crook's house, and that it has occasionally been the practice to allow a man, in case of his wife's illness, to stay at home a day or two to nurse her; and in this way the absence of Haggerty is accounted for, which for so many days escaped the notice of the Harbor Master.

The charge of neglect of duty against Mr. Barnett has not been proved, the evidence going only to shew that he was asleep on two occasions; and, as it was admitted by some of the men that he was on more than one occasion ill, and recommended to go home, but preferred to lay down at the premises in case he should be required, the Board believe this also to be a frivolous complaint.

In respect to using bad language the Board regret to say that it is not only proved by the witnesses, but admitted by Mr. Barnett himself. He however pleads in justification that the men were put to such duty as quarrying stones, &c., in addition to their proper work, and were consequently very disobedient and troublesome; and that as he did not consider that he was supported by the Harbor Master, and not unfrequently complained of in the presence of the men, and his authority thereby lessened, he occasionally lost his temper, and was guilty of the charge against him. The Board believe that Mr. Barnett has had a good deal to contend with in the present imperfectly regulated establishment under his charge; but as this forms the subject of a separate Report it will not be necessary to allude to it further, and they consider that a reprimand and caution as to future behaviour will in this respect suffice.

Deprecating, as the Board do, the course adopted by Foley in bringing charges against his superior, after his removal from the Government service, it is gratifying to them to be able to report an almost satisfactory explanation of all; but, in arriving at this conclusion, they cannot but condemn a practice fraught with so much danger, as that of lending private boats for the Government service, the employment of public labor on which is capable of so much misrepresentation, and they would, therefore, advise that the Harbor Master should be instructed to make a representation when he has not a sufficient number of Government boats for the duties required of him; and that he is not to allow, on any pretence whatever, any work to be performed, except for or on account of Government property, or part with any stores, however useless, without the authority of the Government.

The

The Board in closing this Report, regret that the statement made by Mr. Barnett, in respect to the report he made of repairing Mr. Crook's boat, remains unanswered by that officer, and they hope that it was a misconception by Mr. Barnett, of what fell from Mr. Crook on the occasion alluded to, as the Board could not but observe, in the course of the inquiry, that, although relations, these officers did not appear to be on the best terms, which may have accounted for the indiscretion of which the Harbor Master was guilty, if the conversation reported actually took place.

By order of the Board,

W. J. WILSHIRE,
Secretary.

Pilot Board Office,
21 March, 1860.

C. (2.)

In reporting on the working of the *Boatshed* Establishment, at Sydney, the Board stated:—

“ We are fully sensible that the general, uncertain, and harassing duty now imposed on the men,—
“ the absence of all consideration on the part of the Harbor Master and the boatswain, together with
“ the evident misunderstanding between these officers, is sufficient to render the whole establishment
“ inefficient, and the men discontented and unwilling.

“ Whilst inquiring into this matter the Board have not overlooked the charges and counter-
“ charges contained in the correspondence between the Harbor Department, Treasury, Post Office, and
“ Customs; and they believe that the recommendations they submit, will, if properly carried out,
“ remedy all the defects complained of; and whilst the Board consider it only right on the part of the
“ Harbor Master to bring under notice any unnecessary detention of a boat, or improper employment
“ of the men, it must, nevertheless, be the province of the officer in charge of the boat to know best
“ when he can dispense with it, and if not permitted to be entrusted with such a responsibility, he
“ must be unfit for the position he holds in the service of the Government.”

D.

REPORT of the Steam Navigation and Pilot Board upon the Pilotage system.

Appendix C. (2.)

In attention to the Treasury letters of the 10th June, and of the 22nd and 26th July, we have now the honor to report that, having given the subject matter therein alluded to, our best consideration, we have arrived at the conclusion that the only thoroughly efficient system of pilotage to be introduced, which is likely to provide properly for the growing requirements of the port, is by the establishment of pilot vessels to cruise outside the Heads. In arriving at this conclusion we have carefully reviewed the evidence taken before the Light, Pilot, and Navigation Board in October last, and considering that the weight of evidence, given by men of considerable experience and nautical ability, is in favor of sailing vessels, and that our own view in this matter is unchanged, we have no hesitation in recommending the adoption of this scheme for the consideration of the Government.

It is admitted by every one that the present system is not only faulty in principle, but also ineffectual in operation, and as a return to the system of competition would place the pilots so completely beyond the sphere of control, it is not advisable to adopt it.

The question, therefore, resolves itself into two propositions, namely,—the establishing of sailing vessels to cruise outside the Heads; and the adoption of six-oared whaleboats, and employment by the Government of sufficient crews to man them; and as the annual expense of maintenance of each system would be nearly equal, with the exception of the first cost of the sailing vessels, we propose giving preference to the sailing vessels, as ensuring the attendance of pilots in pilots water, which could not be effected under any other arrangement.

We therefore recommend that two vessels be obtained, of not less than 70 tons burthen, and that they be manned and maintained at the following expense, namely:—

For each vessel, including the cost of provisions:

	£
One master, at per annum	250
One mate, at £15 a month	180
Five seamen, at £10 do.	600
One boy, at £7 do.	84
	<u>£1,114</u>

or £2,228 for the two vessels.

That, for rendering assistance for supplying pilots for outward bound vessels, a whaleboat with four men and a coxswain be attached to the establishment.

The coxswain of the boat, as also the crew, should reside at Camp Cove, in the neighbourhood of the lifeboat station, in whose charge the lifeboat should be, and they will thus form the nucleus of the crew for manning her whenever required in case of wreck or accident.

The annual cost for the support of the whaleboat would be as follows:—

	£
One coxswain, at per annum	120
Four men, at £103 each	482
	<u>£552</u>

The number of pilots, to be permanently maintained, should be six; the three senior pilots should receive an annual salary of £400, and three junior, £350, subject to a reduction of 2½ per cent. to form a fund for the relief of the families of pilots, which may require assistance in consequence of loss of life, or of injury which may be sustained by any of the pilots, when engaged in the discharge of their duties.

The masters of the pilot boats should be licensed as pilots, and when called upon to act as such, they should be entitled to receive from each vessel of less than 500 tons, the sum of £2 10s., and for any above that tonnage, £5—such sum to be deducted from the salary of the pilot who ought to have been in attendance to take charge of the vessel so piloted; but in the event of no neglect existing on the part of the pilot, no deduction shall be made.

In making this suggestion the Board have not thought it necessary to enter into any question of detail, as they anticipate that it will take probably to the end of the year before the vessels can be provided, which will afford ample time for making the proposition complete in all its minor arrangements, so as to secure an efficient discharge of the duties appertaining to the service in question.

The coxswain of the whaleboat must be at once appointed, and placed in charge of the lifeboat now about to be stationed at Camp Cove.

In

PILOT BOARD.

In carrying out this scheme the Government will be called upon to expend out of the funds collected under the "Pilotage Amendment Act of 1853," about £3,000, for the purchase of the vessels; and the total annual cost for the maintenance of the sea pilots, after this outlay, may be estimated as follows, which it is anticipated will leave a large balance available towards upholding the lights, out of the tonnage duty to be collected under the Act before mentioned.

	£
1858. Cost of building two vessels, at £1,500 each	3,000
Maintenance of five pilots, at £640 each per annum, from 22nd July to 31st December	1,420
One coxswain, at £10 a month, for three months	30
	£4,450
1859. Maintenance of two pilot vessels, at £1,114 each	2,228
Four—crew of whaleboat, at £108 each	432
One coxswain, at £120	120
Stores, repairs, sails, &c., £200 each vessel	400
Three pilots, at £400 each	1,200
Three do., at £350	1,050
Cost of whaleboat	50
Fuel and light, £50 each vessel	100
Extra pilotage	200
	£5,780
HARBOR PILOT.	
Deputy Harbor Master and Harbor Pilot	300
Two men, at £108 each	216
	£516

The Board propose that the sea and harbor pilots be kept distinct, and that, as at present, the harbor pilots should take charge from the sea pilot when the vessel is brought as near as practicable to the intended place of anchorage; and that the sea pilot also take over the vessel in like manner when removed by the harbor pilot for the purpose of proceeding to sea.

We propose that a Deputy Harbor Master, to act as harbor pilot for the removal of vessels proceeding to sea, be maintained at a salary of £300 a year; and that he be allowed a boat and two men, at a salary of £108 a year each, to be paid out of the collections under the Act.

The amount received for removals we recommend should be paid over to the mud pilots, who, we propose, should be licensed as such, and limited, in the first instance, to three, with power to increase that number, should circumstances require it.

These mud pilots should be obliged to maintain, at their own expense, a boat and two men; they should be licensed, and be removable in manner similar to all other pilots.

They should receive payment for whatever vessels they might remove, in accordance with the scale of charges provided by the Act.

They should be subject to the orders of the Harbor Master, or his deputy, as to the removal, anchorage, or berthing of vessels; but they might, in other respects, be entitled to seek for employment, without interference on the part of the Government or harbor authorities.

H. H. BROWNE, Chairman.
W. S. DELOITTE.
BENJN. DARLEY.
S. NORTH.
GOTHER K. MANN.

Steam Navigation and Pilot Board Office,
15 September, 1858.

The Executive Council adopted a six-oared whalchoat system, and requested the Board to prepare regulations for carrying the same into effect. They did so accordingly, and the system detailed in the regulations (hereto attached) of 25th January, 1859, is the one now in operation.

In forwarding the Estimates for 1860, the Board wrote:—

" 2 August, 1859.

" For the pilot service of Port Jackson the Board have framed the estimate, on the assumption that it is the intention of the Government to continue the system now in force; but, if such be the case, the Board take leave to observe that such a* system will not, in their opinion, be found to work satisfactorily; and they would again recommend the establishment of sailing vessels to cruise outside the Heads, and the abolition of the up-harbor pilots, by licensing mud pilots to perform the duty. Should the Honorable the Treasurer feel any doubt as to the applicability of sailing vessels to the performance of the duty outside, the Board would suggest that one vessel be placed at their disposal as an experiment.

*That under Regulation of 25 Jan., 1859.

" To carry out this system an additional sum of £2,000 would be required to be voted for the purchase of a vessel, but a reduction would be made in the general cost of the establishment, both in the number of men and the salaries of the pilots; whilst, to carry out the mud pilot system, a considerable reduction could be made, by leaving the pilots to collect the fees leviable for the removal of vessels.

" The pilot service, with sailing vessels, would not be more costly than at present, whilst it would, in the opinion of the Board, be more effective; and, looking to the large amount collected in Sydney, from the shipping, as pilotage, the Board consider that every means should be adopted for making the service as efficient as possible."

In forwarding the Estimates for 1861, the Board wrote:—

" 22 August, 1861.

" In forwarding these Estimates the Board beg to remark, that the whole of the expense for the harbour and pilot Establishments, is met by the revenue collected for pilotage; and, when it is considered that many of the out-ports, whose annual cost for maintenance is very considerable, contribute a very small proportion of this revenue, the Board feel that they are not exceeding their duty in recommending that ample provision should be made for maintaining an efficient staff at the principal ports, and they hope, with some confidence, that the day is not far distant when they may be authorized to construct Pilot Establishments at Sydney and Newcastle, having sailing vessels to cruise outside."

E.

EXTRACTS from a Report of the Pilot Board on the Boatshed Establishment at Sydney Cove.

"19 March, 1860.

" Having analyzed the evidence taken at the inquiry the Board have arrived at the conclusion that this establishment, although amply sufficient for all the present purposes of the port, does not perform the duties required of it in a satisfactory manner, and that it is defective in organization and discipline.

" That the boats attached to it are unnecessarily heavy and cumbersome, and thus an amount of labor is uselessly expended in the management of them.

" In this the Board are borne out by almost all the witnesses, from the Harbor Master downwards; the Health Officer, Post Office Superintendent, and Mr. Mowle, Tide Surveyor, fully believing that the use of these large boats occasions an unnecessary expenditure of money and labor; and these officers feel that they would be able to perform their respective duties more satisfactorily, if provided with well appointed small boats, pulled by willing and efficient men.

" Before recommending so great an alteration in the constitution of the establishment, the Board availed themselves of the evidence of Mr. Cook, Shipping Reporter to the *Sydney Morning Herald*, who, it was well known, is in the habit of boarding, in any weather, all inward-bound vessels; and his opinion as to the advantage of using small boats confirms the Board in the recommendation they are about to make. Mr. Cook states that he formerly employed a whaleboat and five men, and that now he employs a waterman's skiff and one man in fine weather, and two in bad; that he finds that he is able to do his work more satisfactorily by this arrangement, and without danger. He also instances an occasion on which he boarded a vessel in company with the Health Officer, and in consequence of the heaviness of the boat, although pulled by four men, they, with much difficulty, got to Sydney, and considers that, if in his own boat with two men, he would have got back in half the time.

" Agreeing, therefore, in most that has been said by the witnesses in respect to this establishment, and believing that the duty, as now arranged, is not only irksome to the crews, but unsatisfactory to the Government officers generally, the Board are unanimous in making the following recommendations, which will not entail any outlay for additional men, but only a small extra cost for carrying out an alteration in the organization of the establishment, and the introduction of a different description of boats.

" The Board accordingly recommend:—

" That the boatmen be divided into 3 classes—the first to consist of 6 coxswains, whose duty

" it shall be to join in charge of every boat, and to pull the after or stroke-oar. That, as coxswains, they receive an addition of 10s. a month to their present pay.

" That the 2nd class consist of 16 men, to receive the same pay as at present.

" That the 3rd class consist of 6 men, to receive £6 a month only.

" That promotion be made according to good behaviour, and that all vacancies be filled up by appointment in the lowest grade.

" That young, strong, and healthy men, accustomed to the sea, or having been employed as boatmen or fishermen, be appointed to the establishment.

" That misconduct be punished only after due inquiry, on report from the boatswain or superintendent, the first offence being visited by degradation in class, but ultimate dismissal only on an inquiry before the Pilot Board.

" That the superintendent be allowed to exercise more direct control than at present; and that, although subject to the direction of the Harbor Master and Pilot Board, he is not to be liable to continual interference, or to be found fault with in the presence of his men. He should also exercise the same control over the crews employed by the Harbor Master and Harbor Pilots, as over all others.

" That the crews should, as far as possible, be placed on similar routine duties daily, and the coxswains always.

" That three or four small boats be at once built, of somewhat larger dimensions than a waterman's skiff, to pull two oars or two pairs of sculls.

" That, in arranging the duties of the small boats, the boatswain must consider the state of the weather, but that, irrespective of this, he will be expected to provide a four or five-oared boat for the Customs' officer who has the inward boarding duty; and two two-oared boats for the other two tide surveyors, who perform the duty of visiting the vessels and the examining of pricking notes.

" That the Health Officer, Post Office Superintendent, Chaplains, and Visiting Surgeon, Cockatoo Island, Inspector of Distilleries, Landing Surveyor, and Colonial Storekeeper, be provided with two-oared boats.

" That, to ensure a uniform appearance in the men, when on duty, they be provided with two suits of clothing a year—one for summer, and another for winter months.

" That, as far as possible, single men be selected for the establishment, and eventually that a barrack be erected for their accommodation in the vicinity of the shed."

F.

*Pilot Board Office,
14 December, 1860.*

Sir,

It has happened that the pilots, in boarding vessels arriving off the port, have taken private communications, which had the effect of altering the vessel's destination, and risk being thereby incurred of the pilot and men losing remuneration for their services, I am directed to submit the following suggestion of the Board, for the approval of the Honorable the Treasurer, viz. :—

" That letters, or telegrams, addressed to vessels expected to arrive, shall be taken on board by the pilot in turn for duty outside, and that he shall (in the event of the vessel not coming into port), be entitled to demand from the captain, or take his order on the agent, for half of the usual remuneration, that is, £3 5s. outer-bearings, or £1 7s. 6d. inner-bearings. The circumstances, in such cases, to be reported to the Harbor Master."

The Under Secretary
for Finance and Trade.

I have, &c.,
W. J. WILSHIRE,
Secretary.

This communication was returned from the Treasury with an intimation that the Minister considered that the agents of vessels should communicate with them at their own expense, and requesting the opinion of the Board whether it would not be better to forbid the pilots from communicating with such vessels at all.

The

The Board replied, that to forbid the pilots doing so, would lead to irregularities, tending to breaches of the revenue and quarantine laws; and that they considered that it would be better to allow the practice, under proper regulations, and in connection with a department over which Government had control.

The Minister, however, decided that the pilots should be prohibited from making or taking any such communications to vessels; and they were instructed accordingly.

On 23rd March, 1861, the Board forwarded a copy of a notice issued from Trinity House, London, to pilots in the Downs, ordering them to communicate information intended for vessels expected to arrive, and invited the Minister's attention to the circumstance of his having lately decided against a recommendation that an order to that effect should be given to the pilots here.

G.

In December, 1860, the Board recommended that the sum of £500 should be placed on the Estimates, for purchasing and laying down screw-moorings at Newcastle.

The Minister required further information before being prepared to propose so large a provision for this service, and the Harbor Master, Newcastle, was instructed to report fully on the subject, and furnish plans.

This report and drawings were sent to the Treasury in January, 1861, and the Board repeated their recommendation as to £500 being provided for the service, but suggested that the opinion of the Engineer-in-Chief for Harbors and Rivers should be taken as to the description of moorings to be used. That officer did not approve of the proposition of the Harbor Master, on account of the very considerable outlay that it would involve; but neither the Board nor the Harbor Master ever intended that such an extensive system of moorings as that shown in the drawings should be laid down at the commencement, and when the former recommended £500 for the work they considered that that sum would be sufficient to initiate an undertaking equal to the present requirements of the Port. As Mr. Moriarty disapproved of the Board's scheme, but admitted the necessity for moorings of some kind, the Board advised that that gentleman should be requested to submit a plan.

I.

COMPLAINT having been made by the Principal Keeper, Hornby Light, against an Assistant Keeper named Hunter, the Board reported:—

"8 October, 1858.
"From the ill-feeling which appears to exist between the keepers, they fear that if Hunter be allowed to remain, his conduct will prove detrimental to the service, and they recommend that he should be provided with a situation in the Steam Dredge, or with some other employment for which he is more suitable than that in which he is at present engaged."

And again—

"13 October, 1858.
"With reference to the charge of intoxication it was distinctly stated by Mr. Brown that Hunter was intoxicated, and as firmly denied by the latter; and as members of his own family only were present at the time of his arrival from Sydney (with the exception of Mr. Brown), the Board did not think it advisable to call them. They are, however, satisfied that it would be beneficial to the Government service to remove Hunter from the Lighthouse. In consideration of his large family and extreme want, the Board recommend that he should be placed in the Steam Dredge, or in some other service more suitable to his capabilities."

This man was not removed until the end of December, 1858. During the 7 months that he was one of the keepers 344 glass cylinders were broken; during the corresponding 7 months of 1860, 22 were broken.

Pilot Board Office,

24 March, 1859.

THE Pilot Board have the honor to report with reference to the matter of complaint by the principal keeper of the Hornby Light, against the second keeper, McGrath (inquired into 17th inst. and postponed until 21st inst., in order that the Board might visit the Establishment in the meantime), that they proceeded to the Lighthouse in company with the Harbor Master, and examined the first keeper, Robinson, in the presence of McGrath, and although there does not appear to be sufficient evidence to prove McGrath guilty of having recently scratched and destroyed the reflectors, it is nevertheless conclusive in the minds of the Board that he is a person of slovenly and indolent habits, and that on the occasion referred to by Mr. Brown, he was disobedient, and neglected to perform the duty to which he was ordered; and they therefore consider that it would be advisable to appoint a more suitable person.

The Board beg also to report that it was painfully evident to the members, on the visit in question, that through the employment of incompetent persons, not only unaccustomed to the management of the delicate apparatus of a Lighthouse, but also from their previous habits, physically unfit to perform such a duty, the reflectors have already become so much scratched and destroyed as to render them less effectual than they ought to be; and they have, in fact, during a period of not more than 10 months, received irreparable injuries, which, if allowed to be continued, will render it necessary for the Government to expend, within a short time, a large sum of money to replace the reflectors, which ought, with proper care and attention, to have lasted for 20 years; the Board beg therefore to urge upon the Government the necessity for leaving the nomination of lightkeepers in the power of the Board, who must, from their knowledge and attention to the matters in question, be best able to select proper persons to fill such situations.

I have, &c.,

H. H. BROWNE,
Chairman.

During the time McGrath was at the light (3 months), 93 glass cylinders were broken.

On the appointment of Mr. Griffin to the Jervis Bay Light, the Board reported that:—"In accordance with the verbal request of the Honorable the Treasurer to the Chairman, the Board will recommend two persons suitable for the appointment of assistant keepers, Cape George Light.

"With respect to the appointment of Mr. Griffin, they consider it their duty respectfully to refer to their communication of the 24th March, 1859, respecting the damage to the Hornby Light reflectors by the employment of inexperienced persons, and to add that, considering the delicate and somewhat complicated construction of the Cape George apparatus, it being fitted with colored lenses, " and

"and also the distance at which the station is situated, in case immediate assistance should be required, they regard with considerable alarm and apprehension the injury to the commercial interest, by Mr. Griffin's appointment, as he is only now undergoing instruction at the Macquarie Light; and the Board are of opinion that if efficiency is to be considered, and proper care and attention is to be taken in the management of the very costly lanterns of the Lighthouses of this Colony, the English practice should be followed, viz., that no person should be eligible for the situation of principal keeper until he had served a reasonable time in one of the under grades.

"The Board have directed Mr. Siddins to receive and instruct Mr. Griffin in the duties; and in placing a senior keeper in such a position, the Board consider that it cannot but be felt as a hardship and disappointment by the junior keepers, who receive very small salaries, to find that they are shut out from that promotion which is usually made in other branches of the public service."

W. J. WILSHIRE,
Secretary.

Pilot Board Office,
10 May, 1860.

With reference to the graduated salary system, the Board reported, in forwarding the Estimates for 1860, as follows:—

"2 August, 1859.

"LIGHTHOUSES.

"An increase in the Estimates for these establishments has been made as follows:—

- "£20 to the Principal Keepers;
- " 36 " 1st Assistants;
- " 16 " 2nd do. each.

"In making these additions it appears to the Board that, to keep the establishments in an efficient state, it is necessary that the persons employed should have some inducement to look forward to the situations, as of such a character as to lead them to seek for no other employment. They should also be able to look forward for promotion to higher grades in the service, and additional remuneration.

"The experience of last year has clearly shown that experienced persons have not been willing to undertake the duties, and the employment of inexperienced men has tended to injure the delicate structure of the Light apparatus; and the frequent changes of assistants have entailed much more expense upon the Government than would have arisen if the appointments had been made secure, and responsible and experienced persons only employed.

"The Board observe that the salaries paid in South Australia to the keepers of Troubridge Light are—

" Principal Keeper	£200
" 1st assistant do.	126
" 2nd do. do.	120

"and they believe that in Victoria these amounts are nearly doubled."

Again, in forwarding the Estimates for 1861, they wrote—

"LIGHTHOUSES.

"Under this head additional expenditure is recommended, by repeating their proposal of last year for placing these establishments on a footing calculated to bring up efficient and trustworthy men as lightkeepers, and to secure to the Government a permanency of service, which cannot now be relied upon.

"The result of the inconvenience of the present system was fully demonstrated on the appointment of the keepers to the Cape George Light, as no volunteers could be obtained to take the minor situations, and the costly and delicate apparatus of that Light is consequently under the charge of three persons wholly without experience in the management of a Lighthouse."

* The Estimates would then stand thus:—

Principal Keepers.....	£200
1st Assistant do.	120
2nd do. do.	100

SEPARATE APPENDIX.

(CIRCULAR.)

The Treasury, New South Wales,
1 May, 1860.

Sir,

I am directed by the Treasurer to request, that with a view to the preparation of the General Estimates of the Government Expenditure to be laid before Parliament in the ensuing Session, you will transmit to me, *on or before, but not later than the 1st June next*, an Estimate of the probable Expenditure of your Department, for the year 1861.

2. In transmitting this Estimate you will submit, under the proper head, such remarks as you may consider necessary in explanation of it, and a statement of the reasons for recommending any alteration of pay or allowance. You will also report whether any reduction upon the expenditure of the present year can, in your opinion, be made in the number or emoluments of the persons in your department; or should you consider any increase to be absolutely required for the due and efficient performance of that portion of the Public Service which is immediately entrusted to you, you will state specifically the grounds upon which you consider such increase necessary.

I have, &c.,
HENRY LANE.

To the Chairman of the
Steam Navigation and Pilot Board.

ESTIMATE

ESTIMATE of the Probable Expenditure of the Establishment of the Harbors, Light-houses, and Pilots, &c., for the Year 1861.

SALARIES.							
PARTICULARS.	APPROPRIATED FOR 1860.			PROPOSED FOR 1861.			REMARKS.
	Rate.	Amount.		Rate.	Amount.		
	£	£	s. d.		£	s. d.	
STEAM NAVIGATION AND PILOT BOARD.							
MEMBERS OF THE BOARDS—							
H. H. Browne, Chairman			
W. S. Deloitte			
B. Darley			
C. Smith			
H. T. Fox			
T. Watson			
	..	300	0 0	..	300	0 0	
SECRETARY AND CHIEF CLERK—							
W. J. Wilshire			
	..	350	0 0	..	350	0 0	
ENGINEER, SURVEYOR, &c. (at £2 2s. each Survey)—							
E. Evans			
	..	200	0 0	..	200	0 0	
SHIPWRIGHT, Do., (at £1 1s. each Survey)—							
J. Cuthbert			
	..	100	0 0	..	100	0 0	
MESSENGER—							
.....			
	..	52	0 0	..	52	0 0	
HARBOR MASTERS.							
SYDNEY—							
J. Crook			
	..	500	0 0	..	500	0 0	
NEWCASTLE—							
D. T. Allan			
	..	300	0 0	..	300	0 0	
TWO FOLD BAY—							
.....			
	250	0 0	
CLERK—(Sydney)—							
A. Hinton			
	..	200	0 0	..	200	0 0	
DITTO—(Newcastle)—							
A. Kenrick			
	..	150	0 0	..	150	0 0	
Travelling Expenses of the Boards, Harbor Masters, and Surveyors							
	..	150	0 0	..	250	0 0	
		2,302 0 0			2,652 0 0		
LIGHTHOUSES.							
PRINCIPAL LIGHTKEEPERS—							
Port Jackson.... { Macquarie Light			
Port Jackson.... { Hornby Light			
	..	180	0 0	..	200	0 0	
Newcastle			
	..	180	0 0	..	200	0 0	
Cape George, for 7 months	180			..			
	..	105	0 0	..	200	0 0	
Port Jackson—"Bramble"			
	..	180	0 0	..	200	0 0	
Port Stephens, from 1st July			
	100	0 0	
Port Denison Light—Serjeant and Private in charge			
	..	73	0 0	..	73	0 0	
FIRST ASSISTANT LIGHTKEEPERS—							
Port Jackson.... { Macquarie Light			
Port Jackson.... { Hornby Light			
	..	84	0 0	..	120	0 0	
Newcastle			
	..	84	0 0	..	120	0 0	
"Bramble" Lightship—Mate			
	..	84	0 0	..	120	0 0	
Cape George, for 7 months	84			..			
	..	49	0 0	..	120	0 0	
Port Stephens, from 1st July			
	60	0 0	
Carried forward..			
	..	3,585 0 0		..	4,485 0 0		

Vide Board's letter, dated 2nd August, 1859, herewith.

ESTIMATE, &c.—Continued.

SALARIES.							
PARTICULARS.	APPROPRIATED FOR 1860.			PROPOSED FOR 1861.			REMARKS.
	Rate.	Amount.		Rate.	Amount.		
	£	£	s. d.		£	s. d.	
Brought forward		3,585	0 0		4,485	0 0	
SECOND ASSISTANT LIGHTKEEPERS—							
Port Jackson.... { Macquarie Light		84	0 0		100	0 0	} <i>Vide</i> Board's letter dated 2 August, 1859, herewith.
{ Hornby Light		84	0 0		100	0 0	
Newcastle		84	0 0		100	0 0	
Cape George	84	49	0 0		100	0 0	
" Bramble "—crew at.. .. .		252	0 0		300	0 0	
Port Stephens, from 1st July .. .. .		.....			60	0 0	
Contribution of half the expense of main- taining the Lighthouse at Gabo Island. }		750	0 0		750	0 0	
Contribution of half the expense of main- taining Wilson's Promontory }		750	0 0		750	0 0	
Contribution of one-third the expense of maintaining the Lighthouse, Kent's Group }		500	0 0		500	0 0	
Contribution of one-fourth the expense of maintaining the Lighthouse at King's Island, now being built .. .. . }		.....			350	0 0	
CONTINGENT—							
Towards the formation of a Library for Lightkeepers, at £10 each }		50	0 0		.....	
		3,836	0 0		4,983	0 0	
SRA AND RIVER PILOTS.							
PORT JACKSON—							
Remuneration to Pilots and Boats' Crews..		5,680	0 0		5,680	0 0	
NEWCASTLE—							
Three Pilots, at	175	525	0 0		750	0 0	} <i>Vide</i> Board's letter of 2nd August, 1859, herewith.
Two ditto Assistant, at	120	240	0 0		300	0 0	
MANNING RIVER—							
Pilot		175	0 0		175	0 0	
MCLEAY RIVER—							
Pilot		175	0 0		175	0 0	
CLARENCE RIVER—							
Pilot		175	0 0		175	0 0	
RICHMOND RIVER—							
Pilot		175	0 0		175	0 0	
PORT MACQUARIE—							
Pilot		175	0 0		175	0 0	
MORUYA RIVER—							
Pilot		175	0 0		175	0 0	
WOLLOKONG—							
Pilot in charge of Port and moorings		104	0 0		104	0 0	
KIAMA—							
Pilot in charge of Port and moorings		25	0 0		25	0 0	
		7,624	0 0		7,909	0 0	
BOATMEN.							
PORT JACKSON, (Boatmen's Yard)—							
Boatswain in charge		120	0 0		120	0 0	} With residence. { <i>Vide</i> Board's Report of 20 March, 1860.
Six Coxswains, at	108	.....			648	0 0	
Sixteen Boatmen, at	96	2,112	0 0		1,526	0 0	
CONTINGENCIES—							
New boats and repairs		200	0 0		200	0 0	} † <i>Do.</i> <i>do.</i>
Clothing for 28 ² men at †d. per diem } (Water Police rate) .. .. . }		.....			180	0 0	
Carried forward		16,244	0 0		18,168	0 0	

* Six of these men are under Estimate of *Sea and River Pilots, P.I.*, but being the Harbor Master's crews, they are stationed at the shed. Salary, £6 a month only.

† To be found in *M.S.*, with papers referred to, in foot note on first page.

PILOT BOARD.

13

ESTIMATE, &c.—Continued.

SALARIES.							
PARTICULARS.	APPROPRIATED FOR 1860.			PROPOSED FOR 1861.			REMARKS.
	Rate.	Amount.		Rate.	Amount.		
	£	£	s. d.		£	s. d.	
Brought forward	£	16,244	0 0		18,168	0 0	
NEWCASTLE—							
Ten Boatmen, at	96	768	0 0	..	960	0 0	
Carpenter .. .. .	..	140	0 0	..	140	0 0	
MANNING RIVER—							
Four Boatmen, at	96	384	0 0	..	384	0 0	
MCLEAY RIVER—							
Four Boatmen, at	96	384	0 0	..	384	0 0	
CLARENCE RIVER—							
Four Boatmen, at	96	384	0 0	..	384	0 0	
Hutkeeper, at .. .. .	..	50	0 0	..	50	0 0	
For maintaining two Blacks to assist in } the boats .. .. .	..	.....		..	40	0 0	
RICHMOND RIVER—							
Four Boatmen, at	96	384	0 0	..	384	0 0	
RT MACQUARIE—							
Four Boatmen, at	96	384	0 0	..	384	0 0	
Two Boatmen, at £96 each .. .. .	..	192	0 0	..	192	0 0	
TWOFOLD BAY—							
Four Boatmen, at £96 each .. .. .	..	.....		..	384	0 0	
		5,502	0 0		6,360	0 0	
CONTINGENCIES.							
Boats .. .. .	..	360	0 0	..	360	0 0	
Forge and Farriery (to include Cape George) .. .. .	..	70	0 0	..	150	0 0	
Expense of Communication (Do.) .. .. .	..	24	0 0	..	100	0 0	
Repairs and Incidental Expenses .. .. .	..	156	0 0	..	156	0 0	
SIGNAL STATION, NEWCASTLE—							
Allowance to Principal Lightkeeper .. .. .	..	20	0 0	..	20	0 0	
Two Coxswains of Lifeboats .. .. .	..	.....		..	12	0 0	
Gratuities to Lifeboats' Crews .. .. .	..	.....		..	50	0 0	
TOTAL CONTINGENCIES	£	690	0 0	..	848	0 0	
SUPPLEMENTARY ESTIMATES FOR 1860.							
HARBOR MASTERS—							
Harbor Master and Pilot, Twofold Bay, 5 months, at £250 per annum .. .. .	..	.....		..	104	3 4	
BOATMEN—							
<i>For Twofold Bay—</i>							
Four, for 5 months, at £96 per annum .. .. .	..	.....		..	160	0 0	
<i>For Newcastle—</i>							
Two additional, at £96 per annum .. .. .	..	.....		..	192	0 0	
CONTINGENCIES—							
Gratuities to Crews of Lifeboats .. .. .	..	.....		..	50	0 0	
For Coxswains of Lifeboats, two, at 10s. a month each, as per Regulations of 5th December, 1859 .. .. .	..	.....		..	12	0 0	
For clothing and provisioning two Blacks, to act as Boatmen at Clarence River } .. .. .	..	.....		..	40	0 0	
TOTAL CONTINGENCIES .. .. .	£	.....		..	558	3 4	
Grand Total	£	19,944	0 0	..	23,260	3 4	

H. H. BROWNE.

The

The Office of the Pilot Board,
2 August, 1859.

Sir,

Exclusive of the
Steam Dredge.

I have the honor, by direction of the Pilot Board, to transmit, for the consideration of the Honorable the Treasurer, the Estimates of Expenditure for the several Harbor Departments in the Colony, for the year 1860, amounting in all to £25,732.

In framing these estimates the Board have been guided, as far as possible, to secure an efficient performance of the duties which devolve on the officers included therein, and at the same time to make the expenditure as economical as possible.

STEAM NAVIGATION AND PILOT BOARDS.

In this department an increase will be found in the amount of fees payable to the members of the Boards, of £300, which is accounted for by the increased number of gentlemen composing the Boards, compared with the year 1858, there being now five non-official and one official member, against two non-official and three official in that year.

In the item of surveyors to the Steam Navigation Board there will be found a reduction of £250, the amount now payable to the Engineer Surveyor being £2 2s. for each survey and declaration; and it is proposed to make an arrangement to pay the Shipwright Surveyor £1 1s. for each survey and declaration.

HARBOR MASTER.

Under this head an increase of £100 per annum is proposed to the salary of the Harbor Master of Sydney, that being, in the opinion of the Board, only a proper remuneration for an officer charged with such responsibility.

An increase of £75 is also proposed to the salary of the Harbor Master at Newcastle, the present income being, in their opinion, quite inadequate to the considerable and increasing duties of the port.

The Board propose to abolish the office of Assistant Harbor Master, both in Sydney and at Newcastle, and to increase the number of pilots for harbor duty in Sydney, and for both services in Newcastle, by one each.

LIGHTHOUSES.

An increase in the Estimates for these Establishments has been made, as follows:—

£20 to the Principal Keepers;
£36 to the 1st Assistants;
£16 to the 2nd do. each.

In making these additions it appears to the Board that, to keep the establishments in an efficient state, it is necessary that the persons employed should have some inducement to look forward to the situations as of such a character as to lead them to seek for no other employment.

They should also be able to look forward for promotion to higher grades in the service, and additional remuneration.

The experience of last year has clearly shown that efficient persons have not been willing to undertake the duties, and the employment of inexperienced men has tended to injure the delicate structure of the lights; and the frequent changes of assistants have entailed much more expense on the Government than would have arisen if the appointments had been made secure and responsible, and experienced persons only employed.

The Board observe that the salaries paid in South Australia to the keepers of the Troubridge Light are—

Principal Keeper	..	..	..	..	..	£200
1st Assistant	..	..	..	..	..	126
2nd do.	..	..	..	..	..	120

and the Board believe that in the Colony of Victoria these salaries are nearly doubled.

PILOTS.

A considerable increase will be found under this head, as the Board presume will be the case, in seamen's or boatmen's wages, on account of the withdrawal from the merchant service to the navy, arising out of the present disturbed state of Europe, and which will continue in case of war and cease in the case of peace.

The sum voted last year for the harbor of Port Jackson will be sufficient to meet this increase for Sydney, but the wages at all the outports will, it is contemplated, be much increased.

For the pilot service of Port Jackson the Board have framed the estimate on the assumption that it is the intention of the Government to continue the system now in force; but if such be the case the Board take leave to observe that such a system will not, in their opinion, be found to work satisfactorily, and they would again recommend the establishment of sailing vessels, to cruise outside the Heads, and the abolition of up-harbor pilots, and the licensing of mud pilots to perform this duty; and should the Honorable the Treasurer feel any doubt as to the applicability of sailing vessels to perform the duty, the Board would suggest that one vessel be placed at their disposal as an experiment.

To carry out this system an additional sum would require to be voted of £2,000, for the purchase of a vessel, but a reduction would be made in the general cost of the establishment, both in the number of the men and the salaries of the pilots; whilst, to carry out the mud pilot system a considerable reduction could be made, leaving the mud pilots to receive the fees which they would collect for the removal of vessels.

The pilot service, with sailing vessels, would not be more costly than the present, whilst it would, in the Board's opinion, be more effective; and seeing the large amount collected in Sydney from the shipping as pilotage, the Board consider that every means should be adopted for making the service as available as possible.

In respect to the Port of Newcastle the Board recommend a reduction in the salaries of the principal pilots to £100, with a gratuity of 10s. for all vessels piloted in, and 10s. for all vessels piloted out of port, and 5s. for all removals in the harbor. To the assistant pilots a reduction to £75, and one-half of the before-mentioned gratuities.

The vote for the Fitz Roy River is reduced to £391, being salary for the master and crew of two men for the pilot cutter "Satellite."

BOATMEN.

A similar increase will be found in the boatmen's salaries to that alluded to in the pilots' crews. There is also an increase in the number of men by four, to provide for a row-boat for the Customs' Department during the night.

BOATS.

In this item the Board have estimated for two boats for the sea pilots, Sydney; two for the Royal Artillery; and seven for the probable demand in case of loss at the bar-harbors and out-stations.

A sum of £600 has been inserted for re-coppering the Lightship "Bramble," that vessel requiring considerable repairs.

In conclusion the Board beg me to observe that no estimate has been submitted for their consideration in respect to the probable cost of buoys, beacons, moorings, ground-tackle, oil, paint, or any other kind of stores, and they assume that this has already been provided for by the Colonial Storekeeper.

I have, &c.,
W. J. WILSHIRE,
Secretary.

1861.

Legislative Assembly.

NEW SOUTH WALES.

GEORGE MULHALL.

(PETITION FROM.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1861.

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

The humble Petition of George Mulhall,—

RESPECTFULLY SHEWETH:—

That your Petitioner has been engaged upon the Coast and in the Harbor of Sydney for upwards of twenty years, and has a full knowledge of the duties of Light-keeper.

That your Petitioner held the situation of Pilot at Brisbane Water for three years and a half, till the office was abolished, during which time he saved some hundreds of lives, and rescued many vessels from imminent danger.

That, in December, 1860, your Petitioner applied to the Colonial Treasurer, E. C. Weekes, Esq., as a candidate for the office of Lighthouse-keeper at Port Stephens, upon which application Sir William Denison endorsed the following recommendation:—
“I believe the applicant to be a very honest and deserving man, and I shall be glad to see
“him appointed.”

That nevertheless the situation which your Petitioner sought was given to another person, and thus the hopes of your Petitioner were unfilled.

That your Petitioner prays your Honorable House to take these circumstances into consideration, and to grant him such redress as to your Honorable House shall seem fit.

And your Petitioner, as in duty bound, will ever pray, &c., &c.

GEORGE MULHALL.

Phillip-street, Sydney.

1861.

Legislative Assembly.

NEW SOUTH WALES.

S E A M E N.

(SHIPOWNERS, CAPTAINS, AND SEAMEN OF THE PORT OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1861.

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

The Petition of the undersigned Shipowners, Captains, Seamen, and others interested in the Inter-colonial and Coasting Trade of the Port of Sydney,—

HUMBLY SHEWETH :—

That, at a Public Meeting of the above, held at Elliott's Hotel, in the City of Sydney, on the 2nd July, 1861, and numerous attended, it was unanimously resolved,— That, in the opinion of this Meeting, all vessels engaged in the Inter-colonial trade should be exempt from attending at the Shipping Office to engage their men, and that Seamen should not be compelled to go there for a discharge.

Your Petitioners, in carrying out the object of the foregoing resolution, respectfully represent to your Honorable House, that while the Shipping Office is a cause of much inconvenience and delay, and consequently of considerable loss to a number of your Petitioners, it is productive of no good whatever either to Shipowners or Seamen.

That Seamen agree with owners as to the desirability of exempting coasting and Inter-colonial traders.

That, in the opinion of your Petitioners, the charges of the Shipping Office is an unnecessary class tax, and a tax upon labor, and as such, ought to be abolished.

Your Petitioners respectfully pray that you will take the premises into your consideration, and act in such way as to your Honorable House may seem meet, in granting the desire of your Petitioners.

And your Petitioners, as in duty bound, will ever pray, &c., &c., &c.

[Here follow 238 Signatures.]

1861.

—
Legislative Assembly.
NEW SOUTH WALES.

—
S E A M E N .
—

REPORT FROM THE SELECT COMMITTEE

ON

S E A M E N ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
10 *December*, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

—
1861.

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 17. TUESDAY, 1 OCTOBER, 1861.

11. Seamen :—Mr. Dalgleish moved, pursuant to notice,—
- (1.) That a Select Committee, with power to send for persons and papers, be appointed to enquire into and report upon those Acts which regulate the shipping, discharging, and lodging of Seamen, and the general condition and management of the Seamen of New South Wales.
- (2.) That such Committee consist of the following Members :—Mr. Sadleir, Mr. Burns, Mr. T. Garrett, Mr. Driver, Mr. Stewart, Mr. Love, Mr. Lewis, Capt. Moriarty, and the Mover.
- (3.) That the Minutes of Evidence and Progress Report of the Committee on Seamen, laid on the Table of this House last Session, be referred to this Committee.
- Debate ensued.
- Question put and passed.
-

VOTES, No. 57. TUESDAY, 10 DECEMBER, 1861.

1. * * * * *
- Seamen :—Mr. Dalgleish, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee appointed on the 1st October last, on Seamen.
- Ordered to be printed.
-

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1861.

SEAMEN.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 1st October last, "*to inquire into and report upon those Acts which regulate the shipping, discharging, and lodging of Seamen, and the general condition and management of the Seamen of New South Wales,*" "*with power to send for persons and papers,*"—and to whom were referred "*the Minutes of Evidence and Progress Report of the Committee on Seamen, laid on the Table of this House last Session,*"—have agreed to the following Report:—

Your Committee having carefully considered the Evidence taken before the Committee appointed last Session with a similar object, and having taken additional Evidence, find the recommendations contained in the Progress Report of that Committee fully justified by such Evidence.

Your Committee would direct the attention of your Honorable House to the main features of what appear to be the evils emanating from the Laws relating to Seamen.

The working of the Shipping Office is found to be vexatious and, in many instances, oppressive to Seamen, whilst to owners it is doubly so, through the detentions to vessels caused by the forms imposed, and at present necessary to be complied with. Favourable opportunities of sailing are lost, and an amount of expenditure, that otherwise would have no existence, is entailed on the owner, who receives nothing whatever in return. The weight of evidence appears to favour the discontinuance of that establishment, at least as far as Colonial Shipping is concerned.

Your Committee would call attention to that portion of the Act 17 Vic., No. 36, which relates to Seamen's Lodging-houses. Whilst your Committee admit the desirability of providing, if possible, well regulated lodging-houses for all classes of the community who may choose to resort to them, they cannot but think the present system of compelling Seamen, as a class, to live in lodging-houses, is a restriction calculated to cause the discontent apparently now existing amongst Seamen with reference to this matter.

It

It also seems that ships' articles are generally unequal in their action, binding the employed only, as to the time of leaving; whilst the employers are free, or liable only to a fine for any violation of contract,—for similar breaches of agreement the employed being subject to imprisonment, as for criminal offences.

Your Committee would also recommend to your favourable consideration the complaint embodied in the Evidence of the late American Consul, and that steps should be taken at once to remove the anomaly that exists between the Laws of this Colony and those of the United States of America, relative to the discharge of Seamen of that nation.

D. C. DALGLEISH,
Chairman.

*Legislative Assembly Chamber,
Sydney, 10 December, 1861.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 16 OCTOBER, 1861.

MEMBERS PRESENT :—

Mr. Dalglish,	|	Mr. Lewis,
Mr. T. Garrett,	|	Capt. Moriarty.

On motion of Capt. Moriarty, D. C. Dalglish, Esq., called to the Chair.

Order of the House appointing Committee, together with Progress Report relating to Seamen, from the Select Committee of last Session,—upon the Table.

Committee deliberated relative to their course of procedure.

Further evidence ordered.

R. D. Merrill, Esq., to be summoned to give evidence at the next sitting.

[Adjourned to Wednesday, 23rd instant, at *half-past Ten o'clock.*]

WEDNESDAY, 23 OCTOBER, 1861.

MEMBERS PRESENT :—

D. C. Dalglish, Esq., in the Chair.		
Mr. Driver,	|	Mr. T. Garrett,
	|	Mr. Lewis.

Committee deliberated.

The witness not in attendance.

[Adjourned till Friday, 25th instant, at *Eleven o'clock.*]

FRIDAY, 25 OCTOBER, 1861.

MEMBERS PRESENT :—

None.

[The meeting lapsed at *half-past Eleven o'clock.*]

FRIDAY, 8 NOVEMBER, 1861.

MEMBERS PRESENT :—

D. C. Dalglish, Esq., in the Chair.

Mr. T. Garrett,	|	Mr. Lewis,
Mr. Sadleir,	|	Capt. Moriarty.

Committee met, pursuant to summons.

Mr. J. Campbell called in and examined.

Witness withdrew.

R. D. Merrill, Esq., U. S. Consul, called in and examined.

Witness withdrew.

Committee deliberated.

Ordered,—That Robert Towns, Esq., be summoned to give evidence before the Committee at the next meeting.

[Adjourned to Wednesday next, at *Eleven o'clock.*]

WEDNESDAY, 13 NOVEMBER, 1861.

MEMBERS PRESENT :—

D. C. Dalglish, Esq., in the Chair.

Mr. Sadleir,	|	Mr. Lewis,
Capt. Moriarty,	|	Mr. Burns,
	|	Mr. T. Garrett.

R. Towns, Esq., called in and examined.

Committee deliberated as to their further course of procedure, and—

It was Resolved :—That sufficient evidence has now been taken for the object of this inquiry.

To consider Draft Report at the next meeting.

[Adjourned.]

THURSDAY,

THURSDAY, 5 DECEMBER, 1861.

MEMBERS PRESENT:—

D. C. Dalgleish, Esq., in the Chair.

Mr. T. Garrett, | Mr. Lewis,
Mr. Stewart.

Committee met, pursuant to summons, for consideration of Draft Report.
Chairman stated the nature of proposed Report.
Committee deliberated, and—

[Adjourned to Tuesday next at *Eleven o'clock.*]

TUESDAY, 10 DECEMBER, 1861.

MEMBERS PRESENT:—

D. C. Dalgleish, Esq., in the Chair.

Mr. T. Garrett, | Mr. Lewis.

Chairman laid before Committee, Draft Report.
The same read, amended, and agreed to.
Chairman requested to report.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

S E A M E N .

FRIDAY, 8 NOVEMBER, 1861.

Present:—

Mr. DALGLEISH,
Mr. T. GARRETT,Mr. LEWIS,
CAPT. MORIARTY,

Mr. SADLEIR.

D. C. DALGLEISH, Esq., IN THE CHAIR.

Mr. John Campbell called in and examined:—

1. *By the Chairman:* You are a merchant of this City? I am.
2. And a shipowner? And a shipowner.
3. You are aware of the object in asking your attendance on this Committee? I am.
4. I believe you, in common with other shipowners, have some cause of complaint against the Shipping Office? Yes.
5. Will you detail to the Committee the evils which you think attend its working? The greatest cause of complaint is the delay caused by the time taken up in shipping men. If we send a captain to engage a man or a number of men, he can seldom do it under three or four hours; and on a Saturday it very often happens that if he is a few minutes late, when perhaps he only wishes to engage one man in the place of one that he is obliged to leave behind from some cause or other, he is thrown back entirely, and has to wait till the next week, and in the meantime the wind might change, and the vessel be kept for three weeks before she would get a favourable wind again. I have known instances where vessels have been delayed three weeks for just a few minutes on Saturday; and within the last two months one of our captains went to engage one man, and attended at the Shipping Office from nine o'clock till four, the entire day, but did not succeed in getting to the Shipping Master in all that time, and had to go next day again.
6. Did he state any reason why he could not get to the Shipping Master? I suppose it was on account of the great number that were there shipping.
7. Press of business? Press of business; and sometimes when they are engaging men for steamers, they give a preference to the steamers and throw the sailing vessels out entirely.
8. Then your principal complaint is the loss of time? The loss of time.
9. And the loss of money in consequence of the loss of time, by losing favourable winds? Yes; and besides we lose the services of the captain, which sometimes is a very important matter. For instance, when a captain goes in the morning to engage men, which he might do in a few minutes if he had not to go to the Shipping Office, he is away the entire day; and though we may require him for something very important, he cannot be had without a good deal of trouble.
10. Are your objections with regard to the Shipping Office shared by many? They seem to be entirely concurred in by all with whom I am acquainted—seamen, captains, and owners—all object to the Shipping Office.
11. There was a public meeting held in Sydney some short time ago in reference to this? There was.

Mr. J.
Campbell.

8 Nov., 1861.

Mr. J.
Campbell.
8 Nov., 1861.

12. You were chairman of that meeting? I was.
13. What was the object? To do away with the Shipping Office, as far as the Inter-colonial traders and coasters are concerned.
14. Simply to do away with the restriction on the Colonial trade? Yes.
15. Were any means proposed, or spoken to, on that occasion, of superseding the Shipping Office—were any means shewn that could be adopted for the speedy shipping of seamen? I do not know that there was any definite proposal; but I think it would have met the views of all if the owners or captains could ship the men themselves, and let them sign articles on board the vessels instead of at the Shipping Office.
16. To let seamen make their own agreements, the same as any other servants? Yes; they are quite wide awake enough to know what suits their own interest.
17. Are there any other drawbacks to the trade or commerce of the port, caused by the Shipping Office? I do not know whether the Shipping Office has anything to do with the police that are stationed down at the Heads, but I do not see what earthly use they are there, as far as coasters and Inter-colonial traders are concerned.
18. They are there for boarding vessels? Boarding vessels at the Heads.
19. This is an inquiry into the general condition and management of seamen, so that if you are acquainted with anything that in any way would throw any light on this question, you are, of course, invited to do so? Seamen object very much to paying the small fee they have to pay on being discharged; they think it very hard, and it does appear very hard in some cases. Supposing we engage a number of men for six months, and when the six months have run out we wish to retain the same men in the same vessels, and the seamen also are willing to remain, yet the seamen have to pay the 2s. each for their discharge, and we have to pay for re-engaging them. The seamen object to paying for a discharge when they are not going from the vessel at all.
20. Are there not other cases of even greater hardship in connection with the payment of this money—are you aware of any cases where greater hardship would be suffered? Supposing we engage a seaman, and the ship has to go away without him, because of his getting drunk, perhaps, and not coming on board, we have to pay the whole of his wages up to the time that the vessel comes back, if he likes. That is a very great hardship.
21. Are you acquainted with many seamen of the port—have you a knowledge of them? A good many; we have about forty in our own employ.
22. Do you hear them complain of the Shipping Office? They complain of the fee they have to pay; and all seem desirous of not having anything to do with the Shipping Office at all; they would prefer making their own agreements.
23. If you were compelled, through the sickness of one of the men that you regularly employ, to engage a seaman merely for the trip—it might be a fortnight—it would still be necessary for this seaman to pay this amount that you call a small fee—2s., I think—the same amount as if he had engaged for a long period? Yes, he would have to pay even for one short trip.
24. Even if he had shipped for only one day? When they ship they are compelled to go one trip.
25. In the case of a steamboat that trip might be one day? Yes.
26. What has been the average rate of wages for seamen during the last twelve months? About £3 15s., but they are much higher at present, in consequence of the Otago Gold Fields; before that they were £3 5s. or £3 10s. a month. £3 15s. is a fair average.
27. Then this small fee would make a serious inroad on the earnings of a sailor who shipped for a short period of time? Yes, those who have families particularly.
28. It would take away the better part of his wages in the case of short trips? If he shipped very often it would fall heavily upon him.
29. The shipowner has to pay 2s. for each seaman when engaging him? Yes.
30. So that there is an equal hardship, though perhaps it may not be felt so much? Still I do not see why the masters and the seamen might not be allowed to make their own agreements, and sign the articles on board.
31. You have to pay no fee for engaging servants who follow other occupations? No.
32. And you are not aware why seamen should be taxed more than any other members of the community? I cannot see the object of it at all.
33. Are you aware of any particular protection that seamen receive in return for this tax? They could receive quite as much protection without it, because the law could stand just as it is, both as regards owners and seamen, in all other respects; every clause in the Act could stand just as it is; owners could be compelled to perform their duties towards the seamen, and the seamen towards the owners, just as well without the interference of the Shipping Office as with it.
34. Does the Shipping Office in any way compel the payment of wages? Not in the least; the Police Office does that.
35. So that the Shipping Master cannot, of his own authority, obtain the wages for the seaman? I do not see what earthly use he is at all, except witnessing the discharge and engagement.
36. He just stands in the same relation as any other respectable witness would do? Yes, that is all I can see. The only use I can see in the Shipping Master is this, that supposing a vessel were going a long voyage, and a seaman deserted before she left the harbour, he could prove that he had engaged for that vessel; but that would be of no material use in the case of vessels going to Melbourne or Adelaide, or other Inter-colonial ports.
37. Are you aware that a great number of the seamen of this Colony are married men, who have settled in the Colony and have families, so that they are in some way bound to the soil? I believe a good many have families in Sydney; I know several of the men in our vessels have families.

38. So that they could be reached by the ordinary laws relating to other citizens? They could be reached in the very same way. Besides, this Shipping Office does not facilitate any action in that way whatever. Supposing a seaman were to run away from an Inter-colonial trader, the Shipping Office would be of no earthly use in facilitating any action against him.

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39. Are you the owner of more than one vessel? We own five at present; we have had seven, but one was wrecked, and we sold another.

40. Are you aware of the law authorizing owners to change seamen from one vessel to another? I believe there is a law of that kind in existence, when the owners engage the men themselves.

41. Have you ever put it in force? We have not. I do not know of any parties here who act upon it except the Illawarra Steam Navigation Company. I believe in that case the owners engage the men.

42. Who are the owners of that Company? I think Mr. Manning is the principal owner—he is the Manager.

43. From what you know of seamen, have they any objection to being ordered from one vessel to another? I could not say; I do not think they would like it very well, but still I could not say positively. Seamen have generally a preference to one vessel over another, and when that is the case they would think it very hard to be sent to a vessel that they did not enter for.

44. Are there seamen engaged for one vessel that would not engage for another? Yes.

45. And they would consider it very hard to be compelled to go in a vessel against which they might have a prejudice? Yes, and besides they might have a prejudice to a particular captain or mate. I think it would be the greatest tyranny to put a seaman under a man against whom he might have an antipathy.

46. A seaman might have no objection to the owners, but he might have strong objections to the captain or mate? Yes.

47. You have spoken of the delay which has ensued through being unable to ship men on Saturdays—does not this occur equally on other days—is it not often the case that a vessel might obtain such a slant of wind as would enable her to get an offing, and make the port she was going to, provided she could leave on any night? Yes, cases of that kind have been reported to me, where captains have waited almost the whole day, and have not been able to ship their men after all, for whenever the hour comes to close the Shipping Office it is closed, though five minutes more would have answered their purpose, and to-morrow the wind has changed, and they are left any length of time.

48. Let the emergency be ever so great they are not allowed to take a man, even for a short trip, unless he has regularly shipped before the Shipping Master? No.

49. Do you know anything of the lodging of seamen, or seamen's lodging-houses? I am not much acquainted with it, but I hear some complaints about it. I do not know whether it is a fact or not, but seamen state that even if their friends were residing in Sydney they would not be allowed to stay with them; they have to go to a house licensed to lodge seamen.

50. There is no law compelling any other class of men to lodge in any particular locality? Not that I am aware of.

51. *By Mr. T. Garrett:* Supposing we should do away with the restrictions placed on the shipping of seamen for the Inter-colonial trade, how would you prevent the shipping of seamen in that trade who had deserted from other vessels—how would you detect them? The police would detect them; the police are always on the look-out for runaway sailors.

52. Supposing they were not compelled to produce any discharge—supposing there were no registry of discharge or shipping, how would you detect a deserter? When a seaman was discharged from a vessel he could get his discharge from the captain in the same way as he does now, and it could be made penal for any person to engage a seaman who had not a discharge, and if a seaman gave a false discharge or a discharge previous to subsequent employment, he could be punished in the same way. It is the same in the Masters and Servants Act, at least it was; if you engaged a servant who had not a discharge you were liable to some fine, and the man was liable for producing a false discharge.

53. In regard to the engagement of ordinary servants, domestic and farm servants, the registry offices are resorted to, are they not? Not always; if you put an advertisement in the paper you may have twenty or thirty call the next morning, perhaps by six o'clock.

54. But it saves a deal of trouble to go to the registry office? I do not think it does.

55. Are you aware what is the fee usually charged at registry offices? 7s. 6d., I think.

56. Do they charge the servants anything? 5s., I believe.

57. The charge at the Shipping Office is 2s.? Yes, for a discharge, and 2s. for shipping.

58. Your great complaint against the Shipping Office is the delay? The delay.

59. You would not wish to keep it open beyond six o'clock? Even supposing it was open till six o'clock—this is the cause of complaint, that you may have to send the captain away the entire day, and he attends to nothing else, even for shipping one man. I think it is a great hardship to be deprived of his services a whole day, for the sake of engaging one man, whereas if you could do it yourself it would not take five minutes.

60. But I suppose you think it would be necessary to have some provision for detecting undischarged seamen attempting to re-engage? There is a clause in the Seamen's Act, I believe, that makes it penal to engage a man without a discharge. The Act could stand the way it is, with the exception that captains or owners in the Inter-colonial or coasting trade might be allowed to engage their men themselves, without the intervention of the Shipping Office. Let the law stand as it is in every other respect.

61. Would you give the police power to apprehend a man on suspicion of being a runaway seaman, if he could not produce a discharge? I do not know, I am sure; it would seem to be oppressive in some instances perhaps.

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62. Would it not work to the injury of even the Colonial trade to do away with the registry of engagement? I do not think it would.
63. How would you, without endangering the general liberty of the subject, make provision for the apprehension of deserters? Would there not be the same provision as at present.
64. That is effected by the registry of engagement—if there were no registry kept of the engagement how would you be able to detect a deserter? The captain would be able to give information to the police.
65. *By the Chairman*: Do you know how seamen, who desert from foreign vessels, that is, vessels not in the Colonial trade, are detected at the present time? The police detect them; the Shipping Office has nothing to do with seamen that come in from England; they know nothing about their names or description.
66. *By Mr. T. Garrett*: Are not the articles lodged? I think not. They are not with Inter-colonial traders belonging to other Colonies. Supposing a vessel belonging to Melbourne came here, her seamen would have nothing to do with the Shipping Office here unless she engaged seamen here.
67. *By the Chairman*: If a man deserts, the captain lodges a complaint with the Water Police, and the police endeavour to apprehend him? Yes; the captain gives the description.
68. In the same way as you would do if an indentured servant left your employment? Yes.
69. So that the Shipping Office is only a registry of the agreement entered into, and the rate of wages you agree to give, and the seaman agrees to receive? Yes.
70. Something has been said about registry offices for engaging servants, and you stated that masters pay 7s. 6d. to engage the services of a servant? Yes.
71. How much do you think the average cost of engaging a seaman would amount to, provided you have to send your captain to the Shipping Office a whole day, and then he has to go again? I could not tell exactly, but sometimes it costs something considerable, because if a vessel is detained on her voyage for three or four weeks by contrary winds, after having been made to miss a favourable chance of getting away, the expense is enormous.
72. *By Mr. Sadler*: In consequence of not being able to engage a seaman? Yes; by missing a wind which would give her a good offing, she may be baffled by contrary winds for weeks when she does get out.
73. Why should the captain be detained all day? I suppose it is through the press of business. Sometimes, as I said before, when the steamers are engaging men they give them a preference.
74. *By Mr. T. Garrett*: Do you not think that is for the public convenience? I do not suppose that is objected to; all the captains of sailing vessels wish it, to be served themselves and get away in time.
75. *By the Chairman*: With regard to the apprehension of seamen, are you aware that seamen can be apprehended at the present moment without any warrant whatever, on the mere suspicion of the officer? Yes, I believe any policeman may take up a man if he thinks he is a runaway seaman. I have known a private servant arrested here on suspicion of being a seaman, and locked up in the watch-house for the night.
76. When you apply at a registry office for a servant, you apply for a servant of a particular description, and also expect to get some inquiry made with regard to his habits, honesty, and capability? Yes, generally; you rely in great measure upon the character you get with the servant from your agent.
77. Does the Shipping Office supply any of this information with regard to seamen, or act in the same way at all? The Shipping Office takes nothing to do with the employing of the men; it only records the fact and witnesses the signatures.
78. Are the registry offices much resorted to by those who employ labor for the interior? No; people generally insert an advertisement in the paper, and get as many as they wish next morning.
79. *By Captain Moriarty*: Has it ever occurred to you, that where a large sum is paid for hiring a servant, on the part of the master, and for procuring a situation, on the part of the servant, there is a direct interest in the individual who meets both these wants in effecting as rapidly as possible a breach of that arrangement, so that he may go over the same process ten times a year, if possible, instead of once? No, that would interfere with his business, because if he did that parties would not resort to his office.
80. *By Mr. T. Garrett*: Supposing we were to abolish the Shipping Office, as far as Inter-colonial seamen are concerned, what would you substitute in its stead? I would allow seamen and captains to make their own arrangements, and sign articles on board their ships.
81. Would not that lead to the re-establishment of the old style of shipping offices which were considered so objectionable? I do not think it would. I do not see why we could not insert an advertisement, so many seamen wanted this morning, and have them on the wharf ready to engage.
82. How long does your experience extend over the shipping trade in this Colony? About six years.
83. Then you have no knowledge personally of the old private shipping offices? No.

Robert Dodge Merrill, Esq., called in and examined:—

R. D.
Merrill, Esq.
8 Nov., 1861.

84. *By the Chairman*: You are American Consul? I am United States Consul.
85. You wish to give some evidence before this Committee with regard to the condition and treatment of seamen in this port? I wish more particularly to make a statement to the Committee, in case they have it in contemplation to alter the laws with reference to the shipping and discharging foreign seamen in this port. I have already communicated with this Government on the subject, at the time Mr. Forster was Chief Secretary; and I have with

with me a copy of my letter to him, and also of a letter which I wrote to my own Government, and a reply from the latter, conveying an extract from an opinion of the Attorney General of the United States, with respect to the Act relating to foreign seamen. I cannot throw much light on the subject with regard to Colonial ships. I wish to place these before the Committee, in case they should have it in contemplation to alter the law or any portions of it. I may mention that I received no reply to the communication I made to this Government in 1859; the party then in power went out of office directly after that. (*Witness requested to withdraw. Committee, at the instance of the Chairman, deliberated as to whether, under the terms of their appointment, they could entertain the subject referred to by the witness, and decided to hear Mr. Merrill's statement. Witness recalled.*)

R. D.
Merrill, Esq.

8 Nov., 1861.

86. Will you have the goodness to proceed with your statement? I wish to place the documents I have referred to before the Committee. (*The witness handed in the same. Vide Appendix.*) The Seaman's Act of this Colony has conflicted very much with foreign ships, and interfered with our captains complying with instructions from Home, and subjected them to penalties for a large amount for each seaman they discharge here otherwise than is prescribed. An American captain can go now and discharge a seaman before the Shipping Master without my consent, whereas our law says he shall come before me to discharge him. I suppose it is the same with regard to all other representatives of foreign nations; and if you are going to alter the law, I merely suggest that you should give to us the same privileges as are granted to Consuls in other British ports, or British Consuls in American ports.

87. *By Captain Moriarty*: I think the view you wish to have adopted has been that taken by some of the Magistrates here of the law as it stands? By some few; but the present Shipping Master, who is the leading Magistrate at the Water Police Court, decides in the reverse way. I do not think the Colonial Act should interfere with foreign ships, where you have treaties with those countries, and where those States are represented by Consuls.

88. Your proposition is that the American Consul here should have the same power as British Consuls have in any other port of the globe? Yes, we merely want the same privileges as other countries grant to British Consuls.

89. The law of the United States is, that no seaman belonging to an American ship in a foreign port can be discharged without the consent in writing of the American Consul? Yes.

90. And the captains of your ships are imperatively bound by that law? They are under heavy penalties at Home.

91. Then what I understand you to wish is, that in any alteration about to be effected in the shipping or discharge of foreign seamen in this port, reference should be had to the laws existing between the two countries? Between Great Britain and other countries.

92. And also the existing laws of the different States? Where those States are represented by Consuls.

93. *By Mr. Sadleir*: The laws of the two countries should not clash? Certainly not; but the Colonial law interferes with the treaty between Great Britain and America. I had a case last week, where a captain let his men go on shore to remain, and gave them money, and the Shipping Master has taken him up for discharging seamen at other places besides the Shipping Office. At the Shipping Office they give the captain no writing at all, and yet they say the men are discharged, and going Home he is under a penalty of 400 dollars for each man if he does not produce him or account for him. This is a copy of most of our laws relating to the shipping of seamen, printed on the back of the articles, which I may hand in for the information of the Committee. (*The witness handed in the same.*)

94. Some of the Magistrates here consider the Colonial Act to apply to all ships—not only British and Colonial, but all foreign ships; but it was laid down by Lord Ashburton, and Daniel Webster, as the rule and comity of nations, that any ship going to a foreign port for legitimate objects of trade shall carry her own laws with her.

95. *By Captain Moriarty*: Unless some criminal act is performed? Yes. The question arose in the case of the ship "Creole," which went into some port in distress, having on board at the time a cargo of slaves, and it was decided that a ship can go into any port for legitimate purposes of trade.

96. *By the Chairman*: You are not acquainted with the working of the law as it affects Colonial vessels? No; I have had no experience except from hearsay.

97. Are you conversant with the method of shipping in America? Yes, in some States. It is different in some States. The British Consuls ship their own seamen in New York, and in every seaport town where I have lived, unless they chose to employ a shipping clerk or agent, to save the trouble of having so many seamen about their office; but I cannot ship seamen here.

98. *By Mr. T. Garrett*: With regard to vessels of your own nation, are there any Government shipping offices for them in America? In some states there are—in others not. There is no United States law requiring shipping offices. The local laws can require them; but then they do not interfere with foreign nations.

APPENDIX.

United States Consulate,
Sydney, New South Wales, 26 December, 1859.

Sir,

In compliance with your request made to me during our interview this morning, I have the honor to submit in writing, the substance of my verbally expressed opinions as to the expediency of an Act by the Legislative Assembly now in Session, respecting the discharging and shipping of seamen of foreign vessels arriving in New South Wales.

The

R. D.
Merrill, Esq.
8 Nov., 1861.

The Water Police Act, 17 Vic. 36, 1853, contains several objectionable sections, particularly 9 and 12, which I respectfully represent to you the propriety of modifying, in so far as they apply to seamen of the respective nations represented by Consuls, save and except when such seamen enter into or are discharged from the British, Naval, or Merchant Service.

- 1st.—Because so far as the Government I represent is concerned, it is expressly specified by my instructions that in all cases of discharge from, or shipment of seamen on board of vessels bearing the flag of the United States, such discharge or shipment can and shall only be made by the Consul located at the port where such discharge or shipment shall be made or take place, so that the sections referred to oppose and prevent the efficient discharge of one of the most important duties of a Consul—a duty which is made imperative by his instructions, and the faithful discharge of which is one of the principal benefits looked for from the establishment of Consulates in foreign ports.
- 2nd.—Because it could not have been considered that, in framing this Act, it was originally intended to make sections 4 and 12 applicable to other vessels than such as were under the British flag, unless in the case of a ship whose flag was not represented at this port.
- 3rd.—Because the provisions of this Act are not in reciprocity with those of the United States Government, which affords to the consular representatives of Her Britannic Majesty, located in its ports, every facility to conform to the letter of their instructions.
- 4th.—Because the disabilities forced upon me by this Act, and the penalties to which I am made liable for performing the duties entrusted to me by my Government, are in breach of the pledge of local aid in the performance of these duties, which is conveyed in the *Exequatur*, bearing the sign manual of Her Most Gracious Majesty, accompanying my recognition as Consul.
- 5th.—Because the sections referred to, if applicable to other than British ships and seamen sailing under the British flag, are opposed to the general policy of the Imperial Government, and without precedent anterior to this Act of the Colonial Parliament of New South Wales.
- 6th.—Because there is no local necessity for any such peculiar enactment.
- 7th.—Because, for the reason already stated, the enactments already mentioned (until they are repealed, or so far modified as to assimilate the laws and practice here to those which prevail elsewhere) place me in a position which has never been contemplated either by the Government which has commissioned me, or by the Government to which I have been accredited. For so long as these enactments remain unrepealed or unmodified, the intended usefulness of the consular establishment at this port is paralyzed, while my authority and influence with and over those whose interests I represent, and am especially enjoined to guard, is materially weakened. While therefore I fully recognize and admit the good intention of the framer of these enactments, and am prepared to bow in all things to the majesty of the Law, I must as a matter of justice and right, appeal with a full confidence in the propriety and justice of a consideration of my present representation.

I would therefore respectfully request that the premises be taken into early consideration, and that you will be pleased as speedily as possible to introduce such measures to the notice of the Honorable the Legislative Assembly as may be necessary to effect the repeal or modification of the enactments before alluded to, and to place the representative of the Government of the United States upon the same unmistakable footing with the Consular Officers of Her Most Gracious Majesty the Queen of Great Britain in the several ports of the States of the Government I have the honor to represent.

I have, &c.,

ROBERT D. MERRILL,
U. S. Consul.

The Honorable
The Colonial Secretary,
New South Wales.

United States Consulate,
Sydney, New South Wales, 6 July, 1860.

Sir,

I have the honor to enclose slips from the *Sydney Morning Herald*, published at this port, containing action and decisions of the Supreme Court of this Colony, and also copy of the "Shipping Regulations" upon which is apparently based the decision above referred to.

I also enclose a copy of my last communication to the Colonial Secretary upon the same subject, which contains the substance of representation in personal interview with him, as also my remonstrances to the Government Shipping Master, in regard to what appears to me to be an exercise arbitrary in the extreme of his power when an American ship is concerned, to none of which have I received the courtesy of reply.

The Act referred to as contained in the enclosure, No. is of years standing, and has always been applied solely to British ships until within three months.

At present my right to discharge a seaman or ship one, under any circumstances, is denied, and my certificate of discharge is declared *waste paper*. I have simply the honor to submit my views contained in enclosure No. , and shall continue (unless otherwise advised) to pursue the course adopted by my predecessor, followed by myself, and as instructed by my "Regulations."

My *Exequatur* appears hardly to be considered here as to a part of H. B. M. Dominions, and either for myself or any who may supersede me, the question should certainly be determined, if not for national honor, at least for the well-being of our mercantile marine.

I have, &c.,

ROBERT D. MERRILL,
U. S. Consul.

Hon. Lewis Cass.

Department of State,
Washington, 11 December, 1860.

Sir,

Your despatch relating to a Colonial Act has been received.

In this despatch you refer to the Colonial "Act for preventing descutions and other misconduct of Seamen belonging to Foreign ships," and to that provision of the same which provides "that none of the provisions of this Act shall be enforced in respect of the masters and seamen of any foreign ship, until it shall have been signified, in writing, to the Governor of New South Wales, by a Consul or some other proper officer of the Government of the Nation or State to which such ship shall belong, that it is the desire of such Government that this Act shall be enforced in respect of the master and seamen of the ship of such Nation or State." It has been suggested that it is desirable that this Department approve of this enactment, and that you should be authorized to make the necessary application, in time to have the matter placed on a proper footing before the commencement of the approaching shipping season.

In

In reply, I have to inform you that a like request has been made to the Department in respect to a Legislative Act of the Colony of Tasmania, embracing provisions similar to that of New South Wales. The question, "whether the President of the United States, as such, has authority, by so signifying his desire, to give general effect to this Colonial Act," was submitted to the Attorney General of the United States.

R. D. Merrill, Esq.
 8 Nov., 1861.

An extract from the opinion of that officer is hereto annexed. From this you will perceive, that though the Department is fully aware that the object of the Act is the laudable one of more effectually preventing desertion and other misconduct of seamen belonging to foreign ships within the jurisdiction of the Colony, yet the Government of the United States cannot give express sanction to the law, save through a Treaty or an Act of Congress.

R. D. Merrill, Esq.,
 Consul of the United States,
 Sydney; New South Wales.

I am, &c.,
 JOHN APPLETON,
 Assistant Secretary of State.

EXTRACT from an Opinion of the Attorney General of the United States, dated October 28, 1853, on the power of the President touching the giving of Assent on the part of the United States to a legislative Act of a British Colony relative to Seamen.

"The question is,—Whether the President of the United States, as such, has authority, by so signifying his desire, to give general effect to this Act of the Colony of New South Wales.
 "I am of opinion that he has not. Neither the Constitution of the United States nor the Treaties between this Government and that of the United Kingdom, nor any Acts of Congress, empower the President to communicate to the law of a Foreign State authority or effect which it does not possess *proprio vigore* as a law of such Foreign State. I have no occasion to speak here as to the question of the right of a Foreign State to exercise of its own mere authority the penal jurisdiction and the right of search contemplated by this Act. Suffice it now to say, that, in my judgment, the Government of the United States can give express sanction to the law before me in no other way, in the first instance, save through a Treaty or an Act of Congress. While commending, therefore, the general purpose of the Colony of New South Wales in this enactment, and the comity of the British Government in communicating the same to this Government for its action in the premises, I feel constrained to advise you that it is not within the constitutional authority of the President, by any separate Act of his, to confer efficiency on this law, as respects either the ships or the seamen of the United States."

WEDNESDAY, 13 NOVEMBER, 1861.

Present:—

MR. BURNS,	MR. LEWIS,
MR. T. GARRETT,	CAPT. MORIARTY,
MR. SADLEIR.	

D. C. DALGLEISH, ESQ., IN THE CHAIR.

Robert Towns, Esq., called in and examined:—

99. *By the Chairman:* This Committee is appointed to inquire into the various Acts having reference to the shipping, discharging, lodging, and general treatment and management of seamen in the Colony of New South Wales; and we believe that, from your position, you will be able to throw considerable light on the subject? Any information in my power I shall be very happy to give.

R. Towns, Esq.
 13 Nov., 1861.

- 100. You are a shipowner of this port? I am.
- 101. And have been so for a number of years? Many years.
- 102. You are thoroughly conversant with the management and condition of the seamen of the Colony? Yes, I ought to be, if experience will afford me the opportunity.
- 103. Is there anything in relation to this matter that you wish to give the Committee the benefit of your information upon? I am hardly aware of the main drift of your inquiry, but I will be glad to answer any questions.
- 104. With regard to the Shipping Office as it at present exists —? My masters find a great deal of fault with the delay that takes place there; but that is a matter of detail which may be amended. If you ask me my opinion with regard to its utility as a department, I think it highly necessary.
- 105. *By Mr. Burns:* You think the department should exist? Decidedly I think such a department should exist. There seems to be a great deal of difficulty at present in working out the details; and perhaps it is fettered with a little more minutiae in small cases than what would be absolutely necessary.
- 106. *By the Chairman:* You said the captains in your employment had complained of the detention? They do; in consequence of the length of time that the routine of shipping and discharging so many men occupies, they have to go repeatedly, before they can effect their object; but that is a matter of detail that may be improved upon. It would appear to me a very simple matter to discharge a ship's company, if they are all mustered together.
- 107. Are you the owner of vessels in the coasting trade? I am.
- 108. Do you think the same regulations that are necessary for the shipment and discharge of seamen for foreign service are requisite in the coasting trade? I think there might be some relaxation with regard to the coasting vessels; but my coasters are not among those that are in the habit of taking very short trips, which are, I suppose, the vessels that find the inconvenience the greatest; mine go to Moreton Bay, Rockhampton, and such places; but I should think that if the whole paraphernalia of the establishment are brought to bear on the small coasters that go to Wollongong, Newcastle, and those places, it must be very troublesome.

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109. Then, having more immediate reference to such coasters as you mention—those that visit Shoalhaven, Wollongong, Newcastle, and other ports on our own coast—you think the detention caused by the Shipping Office must be a very serious drawback? I think it must be a very great impediment, from what I have heard spoken amongst them; not having any vessels immediately connected with that trade, my own business matters have prevented me from seriously looking into it.

110. You have been brought in contact, I suppose, with seamen on various occasions—do you ever hear them express any discontent at the charge made for a discharge? I have not heard it. My seamen generally ship for three months at a time, in the vessels that go comparatively short trips, and others for the length of the voyage, whatever the period may be; and it does not come so hard on them as it would do if they were changing ships more frequently. But I do not consider it by any means a heavy tax, if the tax were properly applied; and in fact it was at one time my own intention to have proposed a measure to Parliament for the better regulation of shipping out of this port, and amongst other things to introduce apprentices, in order to nurse a Colonial marine of our own; and also what would be a very harmless tax in itself, but would ultimately be of great benefit to "Poor Jack," the same as they had in former times in England, 6d. a month (for Greenwich Hospital it was then), which, however, our merchant seamen never got the benefit of—it went to the King or Queen's service.

111. Are you aware of any peculiar advantages or any particular protection that the seaman derives from this extra tax on his labour? The advantage he derives is indirect. By conducting the business of shipping and discharging in a properly authorized Shipping Office, he obtains a position of respectability and standing, and every man's name must be registered and recorded. In former times, when the seaman had the full run of the place, and there were no restrictions, the scenes that took place with the crimps, and among the crimping officers, must have been seen to be believed. Now, the man cannot ship and neither can the master employ him without his regular discharge, which is a monster check upon fraud; and thereby the man is protected from the abuses that otherwise would occur, if he had unfortunately the license of his own frolic; and the shipping interest is also protected by the men being obliged to have their discharge, and cannot be shipped without it.

112. Where charges are made on the seaman in Great Britain, he derives some benefit from the fund that is created by the sum so contributed? I have endeavoured to explain that though he might not have an immediate and direct advantage, he has a decided advantage indirectly by the protection of his position. The protection of the Shipping Office is, that he cannot be discharged wantonly, and neither can he ship without its being duly recorded; and the money he pays goes for the support of the office which affords him this relief.

113. I alluded to funds being established in Great Britain for affording relief to merchant seamen who meet with accidents, or relief to their families in certain cases of extreme distress? That is exactly what I was going to introduce myself, had I had the opportunity.

114. *By Captain Moriarty*: There is no such thing in operation in this country? No.

115. And I understood you to say, that in England the money subtracted from the merchant seamen went to Greenwich Hospital, and therefore they received no benefit? They did not; it was entirely for the support of the Government seamen; but latterly that tax has been abolished.

116. *By Mr. Burns*: You say you had some measure in contemplation? Yes, exclusively for their benefit; and a very large fund would soon accrue.

117. Did you propose to establish an hospital for the benefit of seamen? Yes, and a fund for the relief of their families in case of need. It strikes me now that just when I was about leaving England, there was a charge of a shilling a month for another fund for the benefit of merchant seamen in cases of distress.

118. Would the fund you propose to establish be in any way made available for rearing up youths to a seafaring life? Not at all; only for the aged and imbecile, and those suffering from accidents or sickness. Sixpence or a shilling a month appears a small sum, but it would soon mount up, and then every man who contributed would be eligible for receiving assistance in case of need. It would require some years, however, before such a fund could accumulate so as to be available for any purpose.

119. *By the Chairman*: I find, by a Return on the Table, that in the years 1854, -55, -56 -57, -58, -59, and -60, there has been a surplus of revenue over expenditure in the Shipping Office of £8,192 14s. 11d.—do you not think this sum, which is abstracted from the pockets of seamen in excess of the working expenses of the Shipping Department, should have been devoted to the amelioration of the condition of the seamen themselves? I think it would have formed a very nice nucleus on which a large fund might have been accumulated in a very short time.

120. *By Mr. Burns*: To be devoted to an hospital? Certainly; after the requirements of the office to render it efficient had been provided for in the first place.

121. *By Mr. Sadleir*: Are there not very large sums paid into the Savings Bank, or in the hands of the Government, derived from the intestate estates of seamen which have not been claimed by their relatives? I believe there are.

122. *By Mr. Burns*: Can the trustees of any fund that you are aware of, claim any funds that may arise from the intestate estates of seamen in the Colony, or do the funds go to their relatives? If their relatives prove their right I believe they can get the money.

123. If there are no relatives? It is paid in to Government.

124. Can the trustees of any particular fund for the benefit of seamen claim it? No; the Government are custodiers of the property until some person can prove a better right to it.

125. What is your opinion of the lodging-houses for seamen—do you think as a general rule they approve of the present regulations under which they are compelled to resort to the

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lodging-houses? I think it is necessary that lodging-houses should be under the surveillance of the police to a certain extent, and that no person ought to keep a lodging-house without a proper license; but I never saw the value of the distinction that confines a sailor to a particular lodging-house.

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126. Do you not think they are protected to a certain extent? Certainly, but any other lodging-house would do equally well under proper regulation; and I think it much more likely that a sailor will improve his mind by mixing with other classes of men, than by associating only with his own class all his life.

127. Do you think the restrictions are found oppressive in any way? I have never heard it complained of. But I look forward with great hopefulness to the Sailors' Home; I think that properly worked, and with due encouragement, it will be a great protection to the seaman.

128. *By Mr. Sadleir:* Do you know whether many seamen lodge in other places besides their lodging-houses? I think it is very likely.

129. *By Mr. Burns:* Do you think the seamen consider the tax they have to pay on being discharged unjust? It would be very like "Jack" to think that; I dare say he would rather have a drink with the money; but I never heard any particular complaint of it. I do not think the charge is excessive at all, if he had the prospect of benefit from it hereafter; that is, of any amount that might be accumulated in excess of the necessary working expenses of the establishment.

130. *By the Chairman:* We were speaking of the proceeds arising from the surplus of revenue over the expenditure of the Shipping Office, and I asked your opinion whether it should be appropriated to the benefit of the seamen themselves—I think your opinion was that it should? Yes, clearly, after payment of expenses.

131. I find that at Home, in 1851, an Act, called the Winding-up Act of the Merchant Seamen's Fund, was passed, which abolished the former Act and resulted in a consolidated Act in relation to seamen, which Act provided for the mode of dealing with the wages and property of deceased seamen; and I find that merchant seamen not only obtained benefit then, but they still receive benefit from the Government, although they do not pay the tax direct. I take the following from McCulloch's Dictionary:—"Merchant Seamen's Fund, to be provided for by Annual Vote. The several payments and expenses which, by the said Seamen's Fund Winding-up Act of 1851, are charged partly on the said general fund therein mentioned, and partly on the Consolidated Fund of the U. K., shall, except as regards the payment to the Seamen's Hospital Society above mentioned, be provided for by annual votes of Parliament." So that it appears that in Great Britain they still provide for seamen in the merchant service who meet with accidents, and who otherwise would have been chargeable on what is termed the Merchant Seamen's Fund? I am not aware of any establishment we have in England, unless it is the "Dreadnought," and that is a private establishment, supported by contributions and private subscriptions.

132. *By Captain Moriarty:* The Government pay something towards that? Yes, the Government always subscribe largely; I believe there is an annual vote.

133. The medical superintendents are naval officers, are they not? Yes, I believe they are.

134. *By the Chairman:* I also find the following in the same work:—"New Establishment for the support of Merchant Seamen, &c.—And to provide still more effectually for the relief and support of maimed and disabled seamen, and the widows, &c., of those killed or drowned in the merchant service, the Act 4 and 5 William 4, c. 52, was passed. This Act repealed the 20 George 2, c. 38, except in so far as it related to the establishment of the corporation of the President and Governors for the relief of maimed, &c., merchant seamen, and the widows and children of seamen killed or drowned in the merchant service; and it also repealed as much of the Act 37 George 3, c. 73, as related to the wages of seamen dying while employed in ships trading to the West Indies; and having thus cleared the way, it proceeded to introduce a new system, which was further extended and perfected by the 6 & 7 William 4, c. 15, and the 7 & 8 Victoria, c. 112. Under this system, all masters of British ships, whether owners or not, and all British seamen employed in navigating the same, will be obliged to contribute certain sums out of their wages to the support of the Merchant Seamen's Fund. In the case of seamen, this contribution, which in the first instance was only 6d. a month, was subsequently raised to 2s. per do, and in addition to these contributions, the wages and other effects of deceased seamen were, in the event of their not being claimed by their relations, paid over to the fund." And it is this which we find was done away with in 1851, and provision made for the same purpose from the Consolidated Revenue? Yes, I recollect now perfectly; there is a large establishment in the Mile-end Road—the Merchant Seamen's Orphan Asylum—and it is surprising the number of applicants there are in the event of vacancies. There are schools for the children of seamen.

135. So that we find that in England the sums which are collected from seamen, for these purposes, are absolutely applied to the relief of the distressed and the maimed? Yes, evidently so. It was an idea too that struck me, that we ought to establish in this infant Colony an apprentice system. It was a great pity, in my opinion, that it was ever done away with in England. What with steam, and one thing and another, the honest old tar of our forefathers, who bore us to the pitch of perfection in the Mother Country, is now only heard of in history; we are pestered now with a pack of sea-lawyers, many of whom only go to sea to make out a voyage from the master by any means but honest industry.

136. As the owner of numerous vessels out of the port, you are aware that a law has been passed enabling an owner to transfer a seaman from one vessel to another vessel, though both it and the captain may be strange to him—do you consider that any cause of complaint? I dare say seamen would naturally complain of a thing of that kind. I do not know that it

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is exactly right that a seaman who has shipped for one vessel should be compelled to go to another. I do not see any great hardship in it on coasting or short voyages, but it gives room for a complaint or grievance.

137. *By Captain Moriarty*: It was, I believe, originally introduced, with the view of facilitating the steam navigation out of the port, to enable the proprietors, if they had one vessel suddenly injured, to transfer the seamen bound to them without a fresh shipment, and with that object they are bound to the Manager, not to the master? That takes it rather out of the ordinary course of things with respect to seamen. But I think it would be a very hard case on the owners of steam vessels if they could not avail themselves of such a provision as that, in case of one of their vessels being disabled; for they would without it have to keep very expensive crews in idleness. For instance, there is the engineer getting £20 a month; the second engineer, £16 or £18; half-a-dozen firemen, £9 or £10 each; besides the coal-trimmers and deck hands. Suppose a vessel has to go on the slips to have her bottom cleaned, and be repaired; she may be there a month; and it would be a most painful tax if all these men were doing nothing all that time, and eating the bread of idleness at the expense of their employers.

138. In the case of ordinary seamen in sailing vessels, you do not think this provision should be applied? That is what my remark amounts to. In the case of a steamer which does not make long voyages, the seaman could not take much hardship from being transferred.

139. I understood you to say you did not see the necessity of seamen being confined to particular boarding-houses? I think not.

140. Do you know of any reason why a seaman should not have the same facilities of lodging himself that any other man in the community has? I do not. As I said before, I should like to see houses that are professedly open for lodging men of any description licensed, and under the surveillance of the police.

141. As I understood your observation it goes thus far,—that you would see that those men who had licenses for lodging seamen were persons of unexceptionable character, and that the police had some right to interfere with them, but you would not compel seamen to go to their houses unless they wished? Certainly; if a man had a brother or sister, or a friend, it would be a very hard case if he could not enjoy the benefit of his friend's society.

142. *By Mr. Burns*: How would you protect seamen unless their lodging-houses were under some regulation? I would have all lodging-houses under the surveillance of the police; but the seaman should have the same freedom to pick and choose among them as any other class of men.

143. *By the Chairman*: We were speaking of the transfer of the services of seamen from one vessel to another—you think that objectionable; that seamen have a natural objection to having their services transferred from one vessel to another, and one captain to another, without their immediate consent? I do, in a general way; but then I look upon it that it would be hard to the owners if it could not be done in the case of the steam vessels. Take one of the Company's vessels, and calculate the expense of their engine-room for a day. The chief engineer has £20 a-month,—in fact, the engineer of the "Balclutha" has £25—the second engineer, £16, and the third, £12; then six firemen, at £9, three coal-trimmers, about £7, and about six deck hands, at £5. So that the total expense is very heavy.

144. You think steamers should be the only exception? I think a distinction might be made in their favour. In sailing ships I think it is objectionable; but in steamers it is only an act of justice to allow it. Besides, the voyages of steamers are so short that the men could scarcely suffer any hardship from the change. It is not like compelling a man to go a long voyage with an unpleasant customer for captain; no steamer's voyage out of this port is longer than eight or ten days.

145. We find, in practice, that the objection with regard to the expense to the Steam Companies is easily got rid of, for we have it in evidence that they are in the habit of discharging their crews, engineers, firemen, stokers, and deck hands, when wages fall, in order that they may be re-shipped at a reduction, and no doubt the same thing could be done in the case you have supposed? Well, I should question that assertion, at all events with respect to the engineers. I can speak from my own knowledge that there are engineers in the Company's service that have not been removed these ten years. Those men are the right hand of the Company. So far as the rest of the engine-room hands are concerned it is very likely, for the men are quite ready to strike if wages should rise. I have been a long time at the Board, and witnessed their movements. If there was the slightest movement in wages, no fires a-light; and then it was to be supposed the Company would sometimes give them a Roland for their Oliver.

146. The objection with regard to the great expense of the engine-room, it appears, may be easily got rid of by discharging the crew, and in the Company's boats we know that the chief engineers are transferred to the shop, or employed in the necessary repairs of the boats they belong to; but the others are immediately removed, even on the slightest reduction of wages? I think it might easily be met. I am not one that would arbitrarily compel any man to go in any vessel against his will; one vessel might be eligible and another not; but I should say, make it optional; that is, that the men should either go to another vessel or take their discharge.

147. *By Captain Moriarty*: Allow me to ask your opinion on one point; what is your idea of the terms upon which a contract between the owner of a ship, or the captain acting in his name, and his crew, should be made—should it not be absolutely reciprocal; that is to say, should the captain have it in his power to enforce the services of his crew for the full term of the articles under which they shipped, and also have it in his power to terminate the agreement whenever he wishes? He cannot do it; it is reciprocal; he cannot discharge the men without their own consent until the term agreed upon has expired. Take the

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case of one of my own vessels, the "Bcrengaria." The articles run something in this way:—"From hence to the islands in the Pacific Ocean, thence to Manila, China, or other ports in the Pacific and in the Chinese or Java seas, such service not to exceed twelve months." When the vessel comes back she makes her voyage in five months. Now these men could insist on our keeping them on pay unless the concluding clause, which generally terminates the voyage, thus—"and back to a final port of discharge in Australia." They are invariably too anxious to have their discharge, but it is perfectly in their power to insist on continuing by the vessel so long as they perform their duties.

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148. If you are informed that the Water Police Magistrate has stated that it is not so—that the men are bound absolutely for the six months, and the master is not, are you of opinion that such a state of things should be permitted to exist? Well, I hardly understand your question; but I must go a little further in my explanation. There is also a concluding paragraph in our articles—sometimes we have it—"forwards and backwards and backwards and forwards, and ultimately to a final port of discharge in the Australian Colonies, such service not to exceed 12 months." There is a *finale* to the engagement, and it is also limited to a period. If the vessel comes back to the port of discharge the voyage is ended.

149. Is not the man's only remedy for a breach of agreement on the part of the master, to claim under a clause of the Imperial Act, which gives power to the Magistrate to impose a penalty of one month's wages—so that his only remedy for a breach of agreement by the master is the payment of one month's wages, although he may be compelled, if the master chooses, to serve the entire period. I will read you the opinion of Captain North on the matter, when he was examined:—"74. *By Captain Moriarty*: I understood you to say that the articles were mutual only so far as to entitle the seaman to one month's pay, in the event of his owner discharging him prior to the expiration of his term? Yes. "75. By what clause of the Act has the master the right to discharge a seaman by payment of one month's wages, although the articles may have been signed for six months? "You will find the clause in the Imperial Act, which gives power to the Magistrate to impose a penalty in cases of breach of agreement of not more than one month's wages." So that the Water Police Magistrate, under that view of the Act, declares his opinion that the shipping under articles is not reciprocal; one has the power of enforcing the period, but the other only a power of demanding one month's wages. Do you think that state of things should be permitted to exist? Well, where is the hardship; I do not see the hardship.

150. And yet you gave evidence that they were reciprocal? To that extent.

151. And you think it ought to be so? Every agreement ought to be reciprocal so far as it can be carried out with consistency. The American law provides that a man can be paid off in any port in the world on payment of three months' wages, but our seamen cannot unless you provide them a passage back to the place where they shipped.

152. *By the Chairman*: Allow me to suggest that the American law definitely specifies that it must be at the seaman's own request, and if he is discharged the captain must pay him three months' wages? —

153. *By Captain Moriarty*: I want to get at your opinion as to making all agreements of that kind reciprocal—if binding on one it should be binding on another? No doubt; I quite agree with you in one sense; but you must bear in mind that they do not stand in that reciprocal light towards each other; certainly as employer and employed they do as long as each is faithful to the other; but supposing a crew strike, as they often do, and will not navigate the vessel, what are you to do?

154. Are they not liable to some punishment for an act of that kind? They are, but what does it come to. You have to provide yourself with others if you can.

155. The law of mutiny provides for that? It does; but it is a very poor remedy.

156. I want to know from you exactly what your opinions are upon the necessity of there being something like reciprocity in any engagements entered into between a master and his crew? Well, I think the month's pay is not an unreasonable equivalent, provided it is in the port of engagement or discharge; it would not do abroad. A man cannot be discharged abroad except with the sanction of his Consul. Suppose a fractious man shipped on board your vessel—one of those whom I designated as sea-lawyers—and you saw clearly that you could not get on with him, the law would provide that you could get rid of him by payment of one month's wages; but you could not do that in any port in the world but the port of shipment.

157. If a man ships in England to go back to England, is a month's pay an equivalent to him for a breach of the agreement in this port? —

158. *By the Chairman*: He is under the English law? Yes, it does not bear at all. I think there is as much reciprocity as meets the merits of the case.

159. This is more an inquiry as to Colonial seamen? Quite so. I say that if a master ships a man with whom he is dissatisfied after a short trial, he should put him on shore, and not merely pay him wages for the two or three days he has worked, but a month's pay for the breach of agreement, unless he can legally do so by the man's consent. That is quite equivalent to any loss he sustains, and in many cases too much. There are plenty men make a living by what we call, at Home, a Gravesend voyage.

160. *By Mr. Sadleir*: The only doubt I have is whether a month's pay is sufficient? Plenty. You may depend the captain would never get rid of a good man in that way. If you were to make it more it would only be an encouragement and bribery to abuse.

161. Do you think the intestate estates of seamen, not claimed by their relatives, and now paid to the Government, should be carried to the account of a fund for the benefit of seamen? Yes, and I think the law should be so shaped that the surplus revenue of the Shipping Office, after providing for its efficient working, should also go to a Merchant Seamen's Fund. It could not go to a better purpose. I should also be happy, as one perhaps more extensively

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engaged in shipping than any man in the Colonies, to see the shipowners compelled to take apprentices, with a view to create a Colonial marine and bring up seamen for our own service, though many people seem to think it is against their interest.

162. *By Captain Moriarty*: You would restore the old law of apprenticeship? Yes.

163. *By Mr. Burns*: How would you legislate so as to encourage Colonial youths to follow the nautical profession? The only plan is to compel shipowners to take them in proportion to tonnage. I take as many as I can get now. You may see my advertisements in the paper nearly every month,—wanted 15 or 20 apprentices to the sea; but we cannot get them so easily as we used to do. Some years ago they would stow themselves away to get to sea, but lately they have taken a monster aversion to it.

164. To what circumstance do you attribute that aversion? The lower orders of the people, where children would follow the sea, have so few wants, and those easily supplied, and they are generally so well off, that they do not like to part with their children. I have seen a great aversion on the part of parents to part with them.

165. Have you met with many cases where the Colonial youth have a taste for the sea? No. It is only latterly that I have seen a better feeling. Since I returned to the Colony I have bound not less than twenty. These are the terms I invariably offer:—Supposing a lad is about fifteen years of age, I bind him for four or five years, but that is never any bar to his promotion if he is competent and an opportunity offers. The apprentice is preferred, and promoted to mates, as their abilities render them capable. I pay them at the rate of £30 for the period, divided over the period, and a bonus of £10 if they serve their time to the satisfaction of the employer. If a youth of the age I mention is worth his salt, he ought to be second mate of the vessel by the time he has been three years at sea, and chief mate at the end of his time. I have made it a rule now, that I do not give any man out of my employ the command of a ship if I have a mate I can promote.

166. *By the Chairman*: There is an objection among shipowners at the present time to ship boys, is there not? There is, but it is far from it with me.

167. *By Mr. Burns*: What does the objection arise from? I do not know. Perhaps it is because these boys must be provided for at all times, whether in harbour or at sea, and when they get their ships in harbour they like to discharge their crews so as to be off their expenses. I would rather have the boys about the ship, although they are very troublesome to keep in order and at work, and this may be the reason.

168. *By Captain Moriarty*: They could always be doing something? Always.

169. *By the Chairman*: I understood you to say, with regard to the transhipping of seamen, that you do hold it objectionable to transfer seamen from one vessel to another? I do. I would not bind a man to change ships or change masters against his will.

170. *By Mr. T. Garrett*: You only allude to sea-going vessels? Yes; but I think it might be optional even in the steamers for a man to be transferred, if necessary, to another vessel, or take his discharge.

171. *By the Chairman*: Do you know any reason why seamen should be engaged differently, or under different circumstances, to any other servant? Well, the nature of their servitude is very different. You see they are without the pale of the law for a certain period, and the law looks with very great jealousy on any agreement where a man is so placed, and properly so.

172. Is there any reason why there should be a different mode of entering into agreements with seamen than with other servants? I do not think you can assimilate them precisely. You see the seaman's services are called for at all times, by night and by day; but such is not the case with domestic servants. There are many circumstances in connection with a nautical life which do not apply to persons on shore.

173. Do you think that should affect the primary agreement, or the mode of making it? I do not think you can render agreements strictly consistent with the duties of seamen by anything that you have in the law respecting the ordinary servant. There are duties incumbent on a seaman that are strictly confined to a nautical life. The ordinary agreement, as between master and servant, would not be found either satisfactory or binding. I think it must be an exclusive agreement, and such it has been, and is, in all parts of the world.

174. I think your observations refer principally to vessels going long voyages? You cannot separate. There are the same difficulties, and the same control is necessary, even on short voyages. I think, on reflection, you will find you could not assimilate them.

175. *By Mr. T. Garrett*: Have you read the Act of 1860, which provides for this transferring of seamen—will you look at the second clause, and particularly at the proviso:—“Provided also that the names of such vessels and their respective masters, and the nature of the service, be specified in the agreement.” After reading that clause and the proviso, do you think the objection holds good? I think if the names of the vessels, and the names of the masters, with the nature of the service, are mentioned in the agreement, there is no hardship; he enters into the agreement with the facts before him; and the wrong is on his own part if he does not like it afterwards; but I do object to men being transferred in the way that was spoken of in the first instance.

176. But that removes your objection? It does, so far as that is concerned, and the voyages being short and stated, as provided.

177. *By the Chairman*: Is there any definite rule for the employment of seamen, or any acknowledged day's work for seamen, or are they expected to be at work night and day? When in harbour they always conform to the usual day's work of the labouring class; they turn to at six o'clock, have their hour to breakfast and their hour to dinner, and they knock off at six o'clock, unless something extraordinary require them in the evening; but at sea, of course, they must work, when required, night or day. Sometimes it occurs that they are called upon for extra work, as in the case of the “Balclutha” the other night at the wharf, when it was necessary to get her away at a certain time.

178. These are exceptional cases? Quite so.

179. We have had a case in evidence where a steamer left the port of Sydney on a Sunday morning, commenced to take in cargo at Shoalhaven at five o'clock on Monday morning, left there at nine o'clock, called at Kiama and Wollongong, where they also took in cargo, and arrived in Sydney about midnight, where the crew were called upon to discharge the cargo immediately, in order that they might take in cargo again and proceed to sea without any rest; the crew complained that they were incapable of doing so from exhaustion, and they were taken before the Magistrates, and the entire crew were punished for disobedience of lawful commands—would that, in your opinion, be fair? My opinion is, that the law, as it stands at present, is ample and sufficient for the protection of the seaman, and that no master can coerce a man beyond that which is reasonable; and, with all respect to your opinions and present position, I think any further legislation in that direction would only be aggravating an evil which is sometimes very hard to bear.

R. Towns,
Esq.
13 Nov., 1861.

180. I think you have already given your opinion as altogether against the compulsory lodging of seamen? I have. It is a matter that I always wonder at, that "Jack" should be treated like some extraordinary animal that cannot be trusted alone. I would not deprive any man of the right of living with any acquaintance, or associating with respectable people in any way.

181. In sailors' homes, as far as you are aware, no such supervision is exercised? They have perfect freedom, being only expected to conform to the rules of the establishment.

182. It is this freedom which has made these institutions so generally in favour with seamen? Yes, they are generally in favour of them; all well-disposed men prefer them; they live well, have every comfort, and pay reasonably for what they have.

183. From what you know of seamen, do you think that the mere attempt to legislate in such a way as to force them to resort to these lodging-houses would give them a dislike to them? Decidedly so; "Jack" is a rational being, and likes to have a free choice as well as other men.

184. If there are any other suggestions that you can make to the Committee, and particularly with reference to the qualifications of captains and mates sailing out of this port, we will be glad to receive them? No doubt that ought to be looked to, for there is more depending on the character of the men in charge than on the ship, with respect to the safety of life and property.

ADDENDUM.

In compliance with the concluding question, I beg briefly to recapitulate my views on the subject generally.

Firstly.—I consider the Shipping Office is necessary for the protection of both seamen and owners, but the duties at present are not efficiently carried out, or otherwise clogged in detail, which renders the department justly unpopular; this is capable of improvement.

Secondly.—Two shillings for each engagement or discharge is by no means excessive; but any surplus arising from the absolute charge in the office should (in my opinion) be devoted to a *beneficial* fund for seamen and their families; only first having the office in perfect efficient working order—this the first object; the fund to be under a trust created for that purpose, and legally constituted.

Thirdly.—I am of opinion the same law which governs the shipment of seamen for foreign and long voyages should not prevail with coasters; the same necessity does not exist in the latter, and gives great cause to complain; but whatever change may be considered necessary, every effort should be used to keep *poor Jack* from the clutches of the *crimp*.

Fourthly.—Lodging-houses for seamen.—This I have ever looked upon as a masterpiece of humbug; unjust in its operation, and a failure in the results. Sailors, for the short time they have on shore, deserve at least the common freedom allowed to landmen; and why poor Jack should be compelled to herd with his own flock (however much against his will) has ever been to me a mystery. I would certainly allow "Jack" the privilege common to all, but no more, and if (which is unfortunately too often the case) he commit himself, the law is ever ready to restrain him.

Fifthly.—I am also of opinion that all and every description of lodging-houses should be subject to the surveillance of the police, and that seamen should have the privilege in common with all.

Sixthly.—I would here remark, as my opinion, there should be a distinction between the engineers, firemen, and coal-trimmers; these men have no right, title, or interest, to exercise the privilege you assumed and call them seamen. In my opinion they should be governed by a separate law. They are, generally speaking, the most troublesome men to deal with; they are also much better paid than seamen, and I would rule them by a separate law. They at present sign articles to obey the master and officers, which is the furthest thing from their thoughts of doing. The men in the engine-room are taught only to obey the engineer, and a monster rivalry and jealousy exists between the worthies in authority. I have known a case, from the information of one of my masters, where a man has been refused to ship in a sailing vessel at fifty shillings per month, as ordinary seaman; the same man, before he left the office, was engaged by one of the engineers in the Company's service, as a fireman, at nine pounds per month. This occurred before I left the Colony in 1853. Such creates great jealousy.

Sevently.—Since replying to your question as to the law in England with reference to merchant seamen, I have recollected the arbitrary rule is this:—"If an English registered ship should trade out here or any other part of the world, and return to England, after twenty years, or any longer time, the owner will have to pay the Merchant Seaman's Dues"—as occurred to myself in the "Royal Saxon," of which vessel I was sole owner when I left England in 1842. I settled in this Colony in 1843, and kept the ship on the English register, hailing from London. In 1847 she went to London from Calcutta. On arrival, and preparing to pass entry at the Custom House, the receipt for last payments of Merchant Seamen's Dues was demanded, when it was found nothing had been paid from 1844. My agents memorialized the Board of Trade, but to no avail; they were obliged to pay thirty-one pounds four shillings and sixpence, a fair average, all I was allowed; as we are only chargeable while the ship is employed and men engaged, I was thankful of that allowance.

Eightly.—

R. Towns,
Esq.

13 Nov., 1861.

Eighthly.—Masters and Officers.—It is most desirable that some examination should be held on the characters and capabilities of men so placed in trust, as I ever contend there is much less risk to life and property in charge of a good and competent master, even in an inferior vessel, than in the finest ship that ever spread canvas, in the hands of a drunkard or otherwise incompetent man.

Ninthly.—But such regulations here would be attended with difficulty; certainly there might be two classes of examinations—one for coasters and whalers, and one for foreign-going vessels.

Tenthly.—In the latter case I speak from experience; some of the best whalers out of this port can do little more than write their names, but are in every other way competent to command a vessel; in such cases we put on board a competent navigator.

Eleventhly.—Such a class examination may be held touching the characters for sobriety and seamanship, and experience on the coast, in like manner with whalers. I mention this to shew the difficulty there would be to meet this desirable object.

Twelfthly.—For foreign-going vessels, the regular course of examination, as established at Home, might be with advantage carried out here by the Pilot Board, or such other parties appointed for the purpose, relaxing to some extent the critical points in navigation which they insist on at Home, which may be worked by any schoolboy, and would puzzle the writer, and in no way necessary (absolutely) for a first-class commander.

Such examination will be self-supporting, the fees paying the expense.

R. TOWNS.

1861.

Legislative Assembly.

NEW SOUTH WALES.

EMIGRATION AGENTS AND LECTURERS FOR
NEW SOUTH WALES.

(CORRESPONDENCE.)

Ordered by the Legislative Assembly to be Printed, 17 October, 1861.

No. 1.

EMIGRATION AGENTS to SECRETARY FOR LANDS.

*No. 10, West Strand, London,
24 August, 1861.*

SIR,

We have the honor to report to the Government the course of our proceedings since our arrival in England, on the mission contemplated by section 2 of the Act 22 Vic., 24.

2. We landed in Liverpool on Sunday, the 4th August, and left that town the same day; Mr. Parkes for Birmingham, and Mr. Dalley for London. On the morning of the 8th Mr. Parkes joined Mr. Dalley in London.

3. During his stay in Birmingham Mr. Parkes communicated with one of the Members for the Borough, with the Mayor and others, on the subject of our mission to England; and in London we have both anxiously availed ourselves of whatever opportunities have offered, to ascertain how far public feeling may be favourable to the objects we have in view. From our intercourse with persons variously connected with the great interests of the country, and as the general result of our inquiries, we are led thus early to form an opinion that there is a growing disposition among the propertied classes of England to discourage emigration. But in the humbler walks of life we have found generally a desire for information respecting the Colonies, and in many cases a strong inclination to remove to Australia.

4. On the 9th we called at the Colonial Office, and also at the office of Mr. Hamilton, but both the Duke of Newcastle and Mr. Hamilton were out of town. A few days later, on the 15th instant, we had an interview with the Secretary of State for the Colonies, and received from His Grace, as well as from other gentlemen of his department, the assurance that every assistance would be afforded to us by them, in carrying out the views of the Colonial Government.

5. On the 12th we had an interview with Mr. Walcott, at the Colonial Land and Emigration Office, in Park-street, and we received from that gentleman the most courteous attention, and the assurance that the Commissioners would be glad to assist us at any time with information or otherwise.

6. During this period we opened communications with gentlemen connected with the shipping interest, including the firms of James Baines and Co., of Liverpool, and T. M. Mackay and Co., of London, in order to acquaint ourselves with the rates of passage, dietary scales, and other similar particulars, that would be useful to intending emigrants. We find that the eminent firms mentioned are desirous of establishing a line of passenger packets between London and Sydney, provided that sufficient inducement can be offered in the shape of steerage passages.

7. On the 16th we proceeded to Birmingham, with the intention of holding a public meeting in that town. Considerations arising from our first preliminary enquiries having been made there, and the fact that it is the centre of one of the finest agricultural districts, decided us in selecting that place for the commencement of our public addresses. On arriving in Birmingham we immediately took steps for convening a meeting; and after some little disappointments and delays, we arranged for the

2 EMIGRATION AGENTS AND LECTURERS FOR NEW SOUTH WALES.

delivery of an address in the Music Hall, the second largest hall in the town, on the evening of the 21st. Though the notice given was short, the audience that assembled must have numbered 1,500 persons, including many ladies, and was remarkably orderly and attentive. Mr. Parkes addressed the meeting, and spoke for two hours and a half, briefly explaining the origin and history of the Colony, its present social state and system of Government; giving the latest statistics of gold, coal, wool, and copper, of its cereals, fruits, and vegetable products; and describing the character of the country in soil and climate, its extent of trade, and its means of communication and education. He concluded by explaining the Land policy of the Government, as embodied in the Bills not yet passed into law.

The chair was occupied by Mr. Alderman Baldwin, a wealthy and influential manufacturer; and a vote of thanks was unanimously accorded to Mr. Parkes, on the motion of Mr. George Edmonds, a gentleman who has been a well known public man in Birmingham for fifty years.

8. While this was being done at Birmingham, Mr. Dalley proceeded to Coventry, and made arrangements for a public meeting on the evening of the 22nd, which took place in St. Mary's Hall, and was presided over by the Mayor of the City. Mr. Dalley addressed the Coventry meeting, occupying the whole evening with his explanation of the progress and condition of New South Wales, and its manifold advantages as a field for British emigration. On the motion of the Rev. Mr. Weddington, Vicar of St. Michael's, the meeting, which was a very crowded and respectable one, was unanimous in according to Mr. Dalley a vote of thanks for his address. At both these meetings, the rates of wages in the Colony were quoted from the Report of the Select Committee of the Legislative Assembly on the condition of the working classes of Sydney.

9. Though only a few hours have elapsed since these meetings were held, we have already received many applications in person and by letter, for information respecting New South Wales; and we have the satisfaction of thinking that our exertions must in many respects be beneficial to the Colony. It appears to us now more forcibly than it did before leaving Sydney, that the appointment of persons to perform the duties with which we have been charged was exceedingly opportune, seeing that others (even some members of our community) have been employing all their powers to depress the character of the Colony, for the purpose of advancing the younger Colonies that have separated from us.

10. We observe that, by the Regulations of the 21st of June for the expenditure of the vote for assisted Immigration, a deposit of £5 will be required in the Colony to secure the passage of a male emigrant over 12 and under 40 years of age. In the event of further sums being voted by the Legislature for Immigration, it may be well to consider whether the selection of the persons who are thus to be benefitted by the Colonial Revenue should not be left to the Colony's own Agents. We feel persuaded, from the experience we have already acquired, that we could obtain large numbers of the most eligible emigrants, who would be prepared to pay at least half the amount of their passage money, thus effecting a large saving to the Colony.

11. We have engaged permanent Offices in London, at No. 10, West Strand; and for the purposes of business, we have adopted the style of "New South Wales Government Emigration Agents."

We have, &c.,

HENRY PARKES.
WILLIAM B. DALLEY.

No. 2.

EMIGRATION AGENTS to SECRETARY FOR LANDS.

No. 10, West Strand, London,
24 August, 1861.

SIR,

We have to acknowledge the due receipt of your communications of June last, informing us of the intentions of the Government respecting the administration of the Public Lands, and enclosing a copy of the Immigration Regulations of June 21.

We have, &c.,

HENRY PARKES.
WILLIAM B. DALLEY.

1861.

Legislative Assembly.

NEW SOUTH WALES.

EMIGRATION AGENTS AND LECTURERS FOR
NEW SOUTH WALES.

(CORRESPONDENCE.)

Ordered by the Legislative Assembly to be Printed, 5 December, 1861.

No. 3.

EMIGRATION AGENTS to SECRETARY FOR LANDS.

London,
25 September, 1861.

SIR,

Since the date of our despatches Nos. 1 and 2, we have been employed principally in organizing a machinery of action for the furtherance of the objects of our mission, and entirely unaided as we have been by advice or assistance, we have found this part of our work more troublesome and requiring more time than might have been supposed. In this business especially we felt that the utmost caution was necessary not to take any step that would have to be retraced; and we have succeeded in establishing, at a small expense, a permanent and centrally situated office in London, under the care of a respectable man, where all correspondence can be received and answered, and applicants can be personally seen during our absence in the Provinces, or in Scotland or Ireland.

2. We have advertised our Agency in *The Times*, *The Daily News*, *The Daily Telegraph*, *The Morning Star*, *The Standard*, and *The Farmer's Magazine*, and in several of the country newspapers. We append a copy of the advertisement, marked A.

3. During the month we have held meetings in Surrey, Berkshire, Worcestershire, Staffordshire, Warwickshire, and Leicestershire, which have been tolerably successful in point of numbers, and everywhere drawn together most attentive audiences. These meetings have already resulted in many applications to us for further information, from persons of means and respectability who are desirous of emigrating to New South Wales. A copy of the form by which the meetings have been convened is appended, marked B.

4. Our first impressions of the existence of a strong feeling of opposition to emigration, among the landed gentry and the large employers, is confirmed at every step in our experience; and this adverse feeling extends to the newspaper press, which of course largely depends upon the moneyed classes.

5. Active efforts are being made to promote emigration to Canada as well as to Queensland and other Colonies; and pamphlets, printed by the local Governments, setting forth the advantages held out by those Colonies, are being extensively distributed throughout the United Kingdom. We thus find ourselves in the midst of a keen competition for the outflowing population of the Mother Country, in which "free grants of land" are offered as prizes; an advertisement to that effect, on behalf of Canada, appearing in all the London papers.

6. We may mention that we find it impossible to obtain the use of the public buildings for our addresses, without payment, which very materially adds to our miscellaneous expenses. We shall require at an early date an addition to the sum of five hundred pounds placed to our credit for this purpose. A statement of account, as far as our expenditure has proceeded under this head, shall be forwarded to you by the next mail.

7. We append a copy (marked C) of a hand-bill we have compiled for gratuitous distribution, which is the only publication we have as yet issued.

We have, &c.,
HENRY PARKES.
WILLIAM B. DALLEY.

[Appendices referred to.]

A.

Emigration to Australia.

PERSONS desirous of emigrating to New South Wales, the largest and richest of the Australian Colonies, may obtain every information by applying to the Government Emigration Agents, No. 10, West Strand, London.

B.

Emigration to Australia.

(By authority of the Colonial Government.)

ON Monday Evening, September 23, an address will be delivered in the Temperance Hall, Leicester, by Henry Parkes, Esq., late Member of the Legislative Assembly for the City of Sydney, and one of the Commissioners of the Colonial Government, on the "Advantages of New South Wales as a Field for British Emigration."

Mr. Parkes will explain the social and industrial condition of the Colony, the present state of its gold mines, its agricultural capabilities, the land policy of the Government, &c., &c.

The doors will be opened at half-past seven o'clock, and the Chair taken at eight precisely, by E. S. Ellis, Esq., Mayor.

Seats will be reserved for families. Admission free.

C.

THE COLONY OF NEW SOUTH WALES.

*New South Wales Government Emigration Agency,
10, West Strand, London.*

THE Colony of New South Wales contains an extent of Territory of 207,000,000 acres, more or less occupied; and a population, according to the last Census, of 350,553. The City of Sydney, which is the capital of New South Wales, contains, with its suburbs, a population of 93,102.

2. The soil and climate of the Colony are alike favourable to the cereals of the United Kingdom, and to the tropical and semi-tropical products of other parts of the world. Wheat, barley, oats, maize, lucerne, &c., are grown in some places side by side with, and in others at no great distance from, tobacco, cotton, and sugar; while the pear and apple flourish in the midst of peaches, apricots, oranges, bananas, &c., all which fruits are cheap and abundant. In 1859, there were under crop in the Colony 250,000 acres of land, producing 1,500,000 bushels of wheat, about the same of maize or Indian corn, between 60,000 and 70,000 bushels of barley, 90,000 of oats, and 20,500 tons of potatoes. There were also under crop 1,100 acres of vineyards, producing 96,000 gallons of wine and 1,300 gallons of brandy, and between 500 and 600 tons of grapes for table use. The quality of the wine of New South Wales has been tested by superior judges, and elicited their approval. It can be produced quite equal in quality to, and probably, after the lapse of a few years, not higher in price than the ordinary light wines of the Continent of Europe. The effect of more abundant labour will of course be still further to improve the quality and diminish the cost of production.

3. The Educational Establishments of the Colony are numerous, well attended, and munificently maintained both by Government endowment and private support. They comprise the University of Sydney, the Sydney Grammar School, 217 schools in connection with various Religious Denominations, 125 National Schools, and a large number of private establishments—in all, 739 schools.

4. The prices of the necessaries of life are, in many cases, lower than in the United Kingdom. Meat (beef) is from 2d. to 4d. per lb.; mutton, the same; bread, 5d. the 2lb loaf; sugar, 4d. per lb.; and tea, from 1s. 6d. to 2s. 6d. per lb.; butter, in May last, was 10d. and 1s. per lb. House rent in the metropolis is considerably higher than in the great cities of England; but a house of moderate convenience for a mechanic with a family of five or six children may be obtained at from 10s. to 15s. a week, and in some of the suburbs at 6s. to 8s. It may be added, that all English manufactures are necessarily dearer in the Colony than in England. An advance of 25 per cent. on the English price is probably a fair average of the additional cost. An article that costs 4s. here may generally be bought for 5s. or less in New South Wales.

5. The wages of labour in the following list are taken from an average printed from the evidence of employers and labourers to a Select Committee of the Parliament of New South Wales in the year 1859:—

Rate of Wages of Mechanics and Labourers—1860.

Trades.	Per Day.	Trades.	Per Day.
			s. d.
Carpenters	9s. to 11s.	Boilermakers	12 6
Masons	9s. to 11s.	Strikers	7 6
Brick-setters	13s. to 14s.	Patternmakers	13 3
Plasterers	10s. to 12s.	Smiths	11 6
Painters	9s. to 10s.	Coppersmiths	9 6
Bookbinders	8s. 4d.	Engineers	11 6
Printers	10s. to 13s. 4d.	Labourers	7s. to 9s.
Iron and Brass Founders	9s. to 13s.		

Rate of Wages of Domestic Servants, per annum, with Board and Lodging—1860.

	£	£		£	£
Male servants	30	to 46	Cooks	26	to 30
Cooks	40	to 60	Laundresses	26	to 30
Gardeners	35	to 45	Housemaids	20	to 26
Grooms	40	to 50	Nursemaids	20	to 25
General female servants	20	to 26			

Rate of Country Wages, per annum, with Rations—1860.

	£	£		£	£
Farm labourers	30	to 40	Shepherds	25	to 30
Married couples	40	to 50	Stockmen	40	to 50
Hutkeepers	20	to 25	Bullock drivers	40	to 50

In all the above cases the rations for each individual comprise—Flour, 8lbs. to 12lbs.; meat, 10lbs. to 14lbs.; sugar, 2lbs.; tea, ½lb.—weekly.

6. The advantages offered by the Land Policy of the present Government—which it is confidently expected will be embodied in an Act of Parliament before the expiration of the current year—are briefly these :—

7. With the exception of certain lands reserved under lease, and in the immediate neighbourhood of towns of a certain population, the whole of the Crown Lands of the Colony of New South Wales will be open to the selection of intending agriculturists, in lots of not less than 40 nor more than 320 acres. The price of these lands will be £1 per acre. Upon payment, however, of a deposit of 25 per cent., or 5s. per acre, the land may be occupied at once, temporary boundaries being defined by the occupier until an accurate survey can be made; and, for the remaining 75 per cent., or 15s. per acre, three years' credit will be given, and after the end of the three years, it may remain for any term, on payment to the Government of 5 per cent. interest per annum. It is however indispensable that the selector shall occupy and cultivate a portion of the land so selected. This is necessarily a brief outline of the mode of acquiring land which is about shortly to be adopted in New South Wales; and it is confidently affirmed that no other country presents greater advantages in soil, climate, general prosperity, and the means of easily and permanently acquiring a freehold, than this Colony.

8. Apart from the gold yield of the Colony, which is continually increasing, and the export of which, in 1859, reached the value of £1,259,127, the Colony, in the same year, exported 17,261,359 lbs. of wool, and raised, from its own coal mines, £204,371 worth of coal. Beside these resources of wealth, there are numerous and rich mines of copper and iron, only wanting labour for their successful development.

9. With reference to the mode in which Emigration is conducted to the Colony, the Emigration Agents desire to say that, under the Assisted Immigration Act, which regulates the disposal of the funds voted for Emigration purposes by the Colonial Legislature, it is absolutely necessary that the deposit required for the purpose of obtaining Government assistance towards Emigration should be paid in the Colony. The Emigration Agents can only render assistance in the way of explanation and advice, and cannot pecuniarily aid intending emigrants. The regulations which provide for Assisted Immigration contain the following scale of contributions, which is furnished for your information :—

SEX.	AGE.			
	Under 12 years.	12 and under 40 years.	40 and under 50 years.	All above 50 years.
Male	£ 3	£ 5	£ 8	£ 12
Female	2	3	6	12

10. The contributions towards assisted passages, according to the above scale, it must be borne in mind, are not payable in England, and can only be paid into the Colonial Treasury at Sydney. The object of the Government in adopting the present policy was chiefly twofold; first, to encourage immigration partially from private sources, which it was conceived would be most likely to be of a useful character, and secondly to secure a home for the immigrants on their arrival. The operation of the system may be illustrated thus :—A, residing at Penrith, in New South Wales, wishes his sister B, residing at Warwick, in England, to be brought out to the Colony. On his paying into the Treasury the required deposit of £3, and giving the necessary particulars, the Government will provide his sister with a passage in other respects free, including provisions, of which she will be officially informed; and on her arrival she will of course have A's home to go to. So if C wishes to engage the services of four mechanics or labourers (D, E, F, and G,) in England, he can, in the same manner, by paying the necessary sums, secure their passages to the Colony, and they, on their part, will have his employment ready to their hands, without loss or disappointment.

11. It may be further stated that the Government of the Colony is conducted upon the principle of ministerial responsibility, similar to that of England. The basis of the Legislature, however, is much wider; the Electoral System embracing Manhood Suffrage, Vote by Ballot, and equal Electoral Districts, with no property qualification for a seat in the Legislative Assembly.

12. The Emigration Agents appointed by the Colonial Government, having placed themselves in communication with leading shipowners engaged in the passenger transport trade between England and Australia, and having well informed themselves of the rates of passage, dietary scales, accommodation of ships, &c., will be happy to furnish this information on receipt of applications containing a postage stamp.

1861.

Legislative Assembly.

NEW SOUTH WALES.

EMIGRATION LECTURERS.

(CORRESPONDENCE.)

Ordered by the Legislative Assembly to be Printed, 21 November, 1861.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 8 October, 1861, praying that His Excellency the Governor would be pleased to cause to be laid upon the Table of this House,—

- “ (1.) Copies of all the Correspondence which has taken place
 “ between the Executive Government and Messrs. Parkes and
 “ Dalley, and any other persons, relative to the appointment of
 “ Emigration Lecturers.
- “ (2.) Copies of any and all Correspondence between the Governor
 “ and the Executive relative to the same.
- “ (3.) Copies of all Letters of Instruction from the Government
 “ to these gentlemen ; and also copies of any Letters of Intro-
 “ duction, if any, with which these gentlemen have been fur-
 “ nished.”

(Mr. Hoskins.)

SCHEDULE.

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EMIGRATION LECTURERS.

No. 1.

SECRETARY FOR LANDS to MR. HENRY PARKES.

(Confidential.)

Department of Lands,
11 May, 1861.

MY DEAR MR. PARKES,

It is the intention of the Government to appoint forthwith, at a salary of £1,000 a-year and allowances, two gentlemen, to proceed to the Mother Country as Commissioners of Emigration; and my colleagues and myself are desirous of placing one of those appointments at your disposal. Will you, therefore, say whether or not you are willing to comply with our wishes? It is unnecessary for me to describe for you the nature of the duties of the office, as the proposal, sanctioned by Parliament, originated upon your own motion.

It may, however, be proper to mention that a similar communication to this has been made to Mr. W. B. Dalley.

I am, &c.,

JOHN ROBERTSON.

No. 2.

MR. HENRY PARKES to SECRETARY FOR LANDS.

Sydney, 13 May, 1861.

MY DEAR MR. ROBERTSON,

I beg to acknowledge the receipt of your letter of the 11th instant, offering me, on behalf of yourself and colleagues, the appointment of Commissioner of Emigration in England.

After mature consideration I have determined to accept the appointment, principally with the hope that I may be of material use in successfully carrying out the important undertaking sanctioned by Parliament. I beg the Government to accept my assurance that I shall enter upon the duties of my office with an earnest and anxious purpose to disseminate a correct knowledge of this Colony, to exhibit its real advantages as a field for the better class of emigrants, and to raise its reputation in the estimation of the British people.

I have this morning resigned my seat in the Legislative Assembly, and shall be prepared at once to receive the instructions of the Government, and to proceed to England by the first opportunity.

I have, &c.,

HENRY PARKES.

No. 3.

Proceedings of the Executive Council on the 14th May, 1861, relative to the appointment of Messrs. Dalley and Parkes as Emigration Agents and Lecturers.

Minute 61-21.—Confirmed, 28th May, 1861.

His Excellency the Administrator of the Government, lays before the Council a Minute, by the Honorable the Secretary for Lands, recommending the undermentioned gentlemen for appointment to the offices of Emigration Agents and Lecturers, for which provision has been made in the Appropriation Act for the present year, and that they be severally paid from this date, and whilst so engaged under authority, a salary of £1,000 a year, and an allowance of £500 a year to cover travelling and all other personal expenses, including the cost of passage to and from England.

The Council approve of the appointment as above proposed, of the gentlemen named by the Honorable the Secretary for Lands, and advise that they be so appointed accordingly, viz. :—William Bede Dalley, and Henry Parkes, Esquires.

In pursuance also of the further recommendation of the Honorable the Secretary for Lands, the Council advise that an advance be at once granted to each of these gentlemen of three months salary and allowance; and that in communicating to them the fact of their appointment, it be intimated that the salary and allowance will be continued to them for a period of three months, and no longer, after the delivery at their official address in London, of a notice from the Colonial Government, that their mission is at an end.

EDWARD C. MEREWETHER,

Clerk of the Council.

No. 4.

EMIGRATION LECTURERS.

No. 4.

NOTICE in the Second Supplement to the New South Wales Government Gazette of Tuesday, 14th May, 1861.

*Department of Lands,
Sydney, 14 May, 1861.*

INMIGRATION.

His Excellency the Administrator of the Government, with the advice of the Executive Council, has been pleased to appoint—

WILLIAM BEDE DALLEY, Esquire,
and
HENRY PARKES, Esquire,

to be Immigration Agents and Lecturers in great Britain and Ireland.

JOHN ROBERTSON.

No. 5.

UNDER SECRETARY FOR LANDS to UNDER SECRETARY FOR FINANCE AND TRADE.

*Department of Lands,
Sydney 15 May, 1861.*

SIR,

With reference to the notification in the Supplement to yesterday's *Government Gazette*, of the appointment of Henry Parkes and William Bede Dalley, Esquires, as Immigration Agents and Lecturers in Great Britain and Ireland, I am directed to inform you that the Secretary for Lands has authorized their receiving the amount of three months' salary and travelling allowance in advance; and I am to request, therefore, that the money may be forthwith paid to them.

I have, &c.,

MICHL. FITZPATRICK.

P.S.—I am to add that the Executive Council have approved of the salaries and allowances being charged to the Vote of £5,000 for Assisted Emigration purposes, the rate being £1,000 each per annum salary—£500 per annum travelling expenses; and that these appointments will take effect from the 14th instant—the date of the Notice.

No. 6.

UNDER SECRETARY FOR LANDS to UNDER SECRETARY FOR FINANCE AND TRADE.

*Department of Lands,
Sydney, 18 May, 1861.*

SIR,

Referring to my letter of the 15th instant, informing you of the appointment of Messrs. Dalley and Parkes to be Emigration Agents for this Colony, I am directed by the Secretary for Lands to suggest that the following should be the arrangement according to which they shall be at liberty to draw against the vote of £5,000—which arrangement, it is understood, will meet their wishes; viz.:—Each of the Agents will draw in his own name, and on his own account, monthly, his own salary and travelling allowances, at the rate of £1,500 per annum; commencing after the expiry of three months from his appointment, up to which period each of them has been paid in advance.

2nd. As regards expenses to be incurred for the public service, and irrespective of their own personal and travelling expenses, they will be at liberty to draw from time to time on their joint cheques, they making their own private arrangements as to the distribution between them of the sums so drawn.

I have, &c.,

MICHL. FITZPATRICK.

No. 7.

MR. SECRETARY ROBERTSON to MESSRS. DALLEY AND PARKES.

*Department of Lands,
Sydney, 18 May, 1861.*

GENTLEMEN.

Under a separate cover I have caused to be forwarded to you separate Commissions, under the hand of the Governor-in-Chief and the Great Seal of the Colony, appointing you to be Emigration Agents in the United Kingdom, for and on behalf of the Colony of New South Wales, in pursuance of the provisions of the Act passed by the local Legislature during the session recently concluded.

2. This Act provides for the salaries and travelling expenses of Emigration Agents and Lecturers in Great Britain and Ireland, and for defraying the expenses of printing for circulation, in a cheap and popular form, throughout the United Kingdom, copies of Land Acts, and other trustworthy information relating to this Colony.

3. The words which I have here quoted express pretty well the scope of your labours; and whilst practically leaving to your own discretion the precise manner in which you will seek to achieve the object aimed at by the Government and Legislature of this Colony, I may be permitted to suggest that it will be of the first consequence to the success of the undertaking, that you should, as early as possible after your arrival in the Mother Country, associate yourselves with and seek the co-operation of gentlemen having local influence amongst those portions of the community whom it is especially desirable to attract to our shores; that is to say, small capitalists, and such of the labouring classes as have the means of defraying the cost of their passage to the Colony.

4. To place before such persons the advantages which it is conceived this Colony possesses as a field, as well as for the man with small means, as for the industrious mechanic and labourer, is of course the very essence of your mission. Whether you effect this by means of lectures, or pamphlets, or by means of the public press, or by *viva voce* addresses, is a matter which must be left, and which is confidently left, to your own discretion. Whatever mode of success may attend this experiment, the Government are fully assured that it will not fail from the want of able and zealous advocacy.

5. I will take care that you are duly supplied with all official information respecting the acquisition of Land in the Colony; and also the introduction of Immigrants into it. I have already directly, or through my colleagues, caused instructions to be given to the various Heads of Departments to furnish you with such information, statistical, and otherwise, as it was conceived might be useful to you.

6. I may add that until you shall have apprised me of your address in London, I purpose directing all communications made to you, after your departure from the Colony, to the care of Her Majesty's Emigration Commissioners, No. 8, Park-street, Westminster.

I have, &c.,

JOHN ROBERTSON.

No. 8.

MR. HENRY PARKES to MR. SECRETARY ROBERTSON.

Werrington,

Sunday, 19 May, 1861.

MY DEAR MR. ROBERTSON,

I hope you will have ready by 10 a.m. on Tuesday, the Commissions (as arranged with me and Mr. Dalley) together with Letter of Credit for payment of salaries and travelling allowances in England, and also Letter of Credit to operate on Public Fund, (say £800 to £1,000,) for printing, hire of buildings, and other miscellaneous expenses necessary to our mission.

I notice in the *Gazette* of our appointments, that precedence has been given to the name of Mr. Dalley; and I infer from this, that in any communications addressed to us jointly by the Government, the same deference will be shown to that gentleman. I presume this distinction must have been intended, as it could hardly have arisen from seniority in years, greater prominence in public life, or more intimate connection with the subject of our mission. Though this consideration, if it had been hinted at previous to my acceptance of the appointment, would have determined me in declining it, I should not now allude to the matter were it not that it may lead to some embarrassment hereafter;—for instance, if we have to make joint reports to the Government, I shall decline to sign my name after Mr. Dalley, unless I am instructed to do so.

If the Government, however, consider Mr. Dalley has superior qualifications for the direction of our movements in England, I shall raise no objection whatever to such an arrangement, but shall implicitly obey your instructions in acting under the advice of that gentleman as my duly appointed superior.

All I desire to know before leaving the Colony is, our precise position in matters of courtesy as well as action; and our relative responsibilities.

I am, &c.,

HENRY PARKES.

P.S.—Though I have not felt at liberty to mention the purport of the latter portion of this letter to Mr. Dalley, I can have no objection to your showing it to him if you think proper.

No. 9.

MR. SECRETARY ROBERTSON to MR. HENRY PARKES.

Lands, 20 May, 1861.

MY DEAR MR. PARKES,

I have your note of yesterday, and will have all the arrangements relative to money matters and the Commissions ready for you, at the time you mention.

I regret very much to find the view you take of the relative positions of yourself and Mr. Dalley; and especially I regret the tone and temper of your observations thereupon.

You

You assume that one of the Emigration Agents will have functions superior to those entrusted to the other; an idea which I confess appears to me not only now, but unnecessary.

You also say that if it (this supposed preference of Mr. Dalley) had been hinted at previously to your acceptance of the appointment, you would have declined it.

To me the necessity for these statements is quite unintelligible. I look in vain for anything that has been done, warranting the supposition that Mr. Dalley is placed in a position of superiority to yourself.

As to your reference to the absence of any hint on the subject, previous to your taking office, of course there could have been none, it never having been intended that any superiority should exist. It seems however evident, that had your name appeared first in the *Gazette*, you would have claimed something of the kind; why so, I do not understand, as I am sure no hint of mine ever justified it.

One of two names necessarily appeared first, and the usual custom, in cases where it is intended that gentlemen shall hold equal positions, is to give alphabetical precedence; and as D stands before P, Mr. Dalley's name would appear before your's. But there is another ground for his nominal precedence, and one that I am not disposed to overlook;—it is that he has held high office in the Colony, having been Solicitor General, and a Member of the Cabinet, with several Members of the present Government.

You speak of your determination not to sign joint reports after Mr. Dalley, unless specially instructed on that behalf. I have too much confidence in your good sense to suppose that you will not speedily see that a statement of that kind is unworthy of you. At any rate I feel quite sure that no difficulty will arise—that Mr. Dalley will have too much regard for the important interests intrusted to him, to allow them to be impeded by refusing to you any comfort that you may desire from signing first, on such occasions; I shall therefore give no order in the matter. In great haste—

I am, &c.,

JOHN ROBERTSON.

No. 10.

MR. SECRETARY ROBERTSON to HIS EXCELLENCY SIR JOHN YOUNG.

*Department of Lands,
Sydney, 17 May, 1861.*

MY DEAR SIR JOHN,

Referring to the personal interview with which you did me the honor this morning, on the subject of the desirability of the Emigration Agents, who are proceeding to the United Kingdom, being furnished with letters from Your Excellency to the Duke of Newcastle, the Right Honorable Mr. Gladstone, and Lord Brougham, I beg to furnish you with the following particulars:—

The Emigration Agents have been appointed, in the hope that their efforts in the Mother Country, by way of lectures, personal interviews, and general explanation, having relation to the capabilities, resources and requirements of the Colony, may result in the promotion of an active and intelligent Immigration; and it is considered desirable, in order to strengthen their position, that they should have the advantage of introductions to the distinguished gentlemen I have named, and to any other influential persons known to Your Excellency.

In order that this may be done, (if it seems proper to Your Excellency,) it will be necessary here to say, that Mr. William Bede Dalley is a highly talented gentleman, and a native of the Colony; he is a barrister-at-law, and was Solicitor General and a Member of our Cabinet in 1859. Mr. Dalley was of course also a Member of the Parliament here.

Mr. Parkes is also a very talented gentleman, and has also occupied a seat in Parliament for several years.

I may add, that of course this communication is made to Your Excellency with the concurrence of Mr. Cowper and the rest of my colleagues.

I am, &c.,

JOHN ROBERTSON.

No. 11.

HIS EXCELLENCY THE GOVERNOR to MR. SECRETARY ROBERTSON.

18 May, 1861.

MY DEAR SIR,

I send notes of introduction to Lord Brougham and Mr. Gladstone for Mr. Dalley; I have sent those for Mr. Parkes to himself, and I will write by this post to the Duke of Newcastle, recommending both the gentlemen to His Grace's good offices.

Believe me, &c.,

JOHN YOUNG.

EMIGRATION LECTURERS.

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No. 12.

HIS EXCELLENCY THE GOVERNOR to HIS GRACE THE DUKE OF NEWCASTLE.

*Government House,
Sydney, 20 May, 1861.*

MY LORD DUKE,

At the request of Her Majesty's Ministers in this Colony, I have the honor to introduce to your Grace's notice and acquaintance Mr. Henry Parkes and Mr. W. Bede Dalley, two gentlemen recently appointed as Emigration Agents by the Government to proceed to England, in the hope that their efforts in the Mother Country, by lectures, personal interviews, and general explanations relative to the resources, requirements, and capabilities of this Colony, may result in the promotion of an active and intelligent immigration.

Mr. Parkes has occupied a seat in the Legislative Assembly for several years, and acquired much distinction by his ability and various exertions, especially by those he has made for the moral and social improvement of his fellow-citizens.

Mr. W. Bede Dalley is a highly talented gentleman—a native of New South Wales. He is a Barrister-at-Law, held for a considerable time a seat in the Legislative Assembly, and was in the year 1859 Solicitor General and a Member of the Cabinet.

I have, &c.,

JOHN YOUNG.

No. 13.

COLONIAL SECRETARY to EDWARD HAMILTON, ESQ

*Colonial Secretary's Office,
Sydney, 21 May, 1861.*

SIR,

I have the honor to enclose a copy of an Act passed in the recent Session of Parliament, in which provision is made for salaries and travelling expenses for Emigration Agents and Lecturers in Great Britain and Ireland, and to defray the expenses of printing for circulation in a cheap and popular form throughout the United Kingdom, reliable information relating to the Colony.

2. To carry out the object contemplated in this clause of the Act, William Bede Dalley and Henry Parkes, Esquires, have been appointed by His Excellency the Governor, with the advice of the Executive Council, to be Emigration Agents and Lecturers; and as these gentlemen proceed to England immediately, in the execution of their commission, I beg to introduce them to you, and to state that the Government will feel obliged to you, for any attention which you may shew them, or information which you may have it in your power to afford them.

I have, &c.,

CHARLES COWPER.

No. 14.

UNDER SECRETARY FOR LANDS to SECRETARY TO HER MAJESTY'S EMIGRATION COMMISSIONERS.

*New South Wales,
Department of Lands,
Sydney, 20 May, 1861.*

SIR,

I am instructed by the Secretary for Lands to inform you, that in pursuance of an Act passed by the Legislature of this Colony, during its recent Session, the Executive Government have appointed Messrs. W. B. Dalley and Henry Parkes to be Emigration Agents in Great Britain, for and on behalf of the Colony of New South Wales.

2. The object aimed at in the appointment of these gentlemen—whose duties will in no way clash with the functions of Her Majesty's Emigration Commissioners—is to circulate in a cheap and popular form, throughout the United Kingdom, copies of Land Acts, and other trustworthy information relating to this Colony, with a view to attract to our shores small capitalists, and such of the labouring classes as have the means of defraying the cost of their passage to the Colony.

3. I am further instructed to request that you will move the Commissioners to afford these gentlemen any information or facilities they may stand in need of; and which it may be in the power of the Commissioners to supply.

4. Until the Emigration Agents shall have apprised the Secretary for Lands of their address in London, he will take the liberty of directing all communications intended for them to your care.

I have, &c.,

MICHL. FITZPATRICK.

No. 15.

No. 15.

UNDER SECRETARY FOR LANDS to ACTING SURVEYOR GENERAL.

*Department of Lands,
Sydney, 15 May, 1861.*

SIR,

I am directed to request that you will have the goodness to furnish W. B. Dalley, Esquire, and Henry Parkes, Esquire, who have been appointed Emigration Agents in Great Britain and Ireland, with Maps of the best description relating to New South Wales; together with any information available respecting the lands of the Colony, their productions, nature, and agriculture.

I have, &c.,

MICHL. FITZPATRICK.

No. 16.

UNDER SECRETARY FOR LANDS to UNDER SECRETARY FOR FINANCE AND TRADE.

*Department of Lands,
Sydney, 16 May, 1861.*

SIR,

I am directed to request that you will have the goodness to move the Finance Minister to cause instructions to be issued to the Deputy Master of the Mint to furnish W. B. Dalley, Esq., and Henry Parkes, Esq., who have been appointed Emigration Agents and Lecturers in Great Britain, with a few specimens of Gold, to be selected by him, at a cost not exceeding the sum of one hundred pounds, the same to be defrayed out of the Vote for the promotion of Voluntary Immigration.

£100.
£5,000.

I have, &c.,

MICHL. FITZPATRICK.

No. 17.

UNDER SECRETARY FOR LANDS to PRINCIPAL UNDER SECRETARY.

*Department of Lands,
Sydney, 15 May, 1861.*

SIR,

I am directed to request that you will have the goodness to move the Chief Secretary to cause instructions to be issued to the Registrar General to furnish W. B. Dalley, Esquire, and Henry Parkes, Esquire, who have been appointed Emigration Agents and Lecturers in Great Britain and Ireland, with his latest compilation of the Statistics, including those in connection with the last Census, together with any other information within his reach, that they may think desirable.

I have, &c.,

MICHL. FITZPATRICK.

No. 18.

UNDER SECRETARY FOR LANDS to UNDER SECRETARY FOR FINANCE AND TRADE.

*Department of Lands,
Sydney, 16 May, 1861.*

SIR,

As the Emigration Agents and Lecturers, about to proceed to England, will require all reports and information upon matters connected with the Mint, I am directed by the Secretary for Lands to request that you will move the Finance Minister to cause the same to be furnished to those gentlemen with as little delay as possible.

I have, &c.,

MICHL. FITZPATRICK.

No. 19.

PRINCIPAL UNDER SECRETARY to UNDER SECRETARY FOR LANDS.

*Colonial Secretary's Office,
Sydney, 17 May, 1861.*

SIR,

In acknowledging the receipt of your letter of the 15th instant, I am directed by the Colonial Secretary to state that the Registrar General has been instructed to furnish W. B. Dalley, Esq., and Henry Parkes, Esq., who have been appointed Emigration Agents and Lecturers in Great Britain and Ireland, with his latest compilation of Statistics, including those in connection with the last Census, together with any other information within his reach that they may consider desirable.

I have, &c.,

W. BLYARD.

No. 20.

EMIGRATION LECTURERS.

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No. 20.

CLERK OF LEGISLATIVE ASSEMBLY to PRINCIPAL UNDER SECRETARY.

*Legislative Assembly Office,
Sydney, 17 May, 1861.*

SIR,

In attention to your letter of yesterday, No. 27, I do myself the honor to inform you that two sets of the Votes and Proceedings of the Legislative Assembly, from the Session of 1856-7 to that of 1860, inclusive, are collected, and will be to-morrow supplied to Messrs. Dalley and Parkes; but that the Proceedings of the last Session, not yet completely printed, will be forwarded to your department, for transmission to England, so soon as ready.

I have, &c.,

CHAS. TOMPSON.

UNDER SECRETARY FOR LANDS,
B.C.—20 May, '61.—W.E.

No. 21.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

*Department of Lands,
Sydney, 20 May, 1861.*

GENTLEMEN,

Referring to my letter of the 18th instant, I am directed to inform you that it has been arranged with the Honorable the Colonial Treasurer, that you shall, when in England, draw your individual cheques for your salary and allowances monthly, after the first three months (for which you have received an advance at the rate of £1,500 per annum, that is to say, £1,000 salary, and £500 for personal and travelling expenses); and that for all expenses to be incurred on the public account, you will be at liberty to draw against the balance of the vote to the extent, in the first instance, of £500 on your joint cheques; making your own arrangements as to the distribution between you of the sums required by each.

2. I am, however, to remind you, that for all expenditure incurred on the public account, you will, as is usual in all such cases, be expected to keep, and supply eventually to the Auditor General, vouchers accounting for and explanatory of such expenditure.

3. I am finally instructed to inform you that your pay and allowances will be considered as accruing for three months after the arrival in England of recall from the Government of this Colony.

I have, &c.,

MICHL. FITZPATRICK.

No. 22.

SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

*Surveyor General's Office,
Sydney, 13 June, 1861.*

SIR,

I have the honor to inform you, that in pursuance of the instructions conveyed by your letter of the 15th of May, Messrs. Parkes and Dalley were, prior to their departure, supplied with Maps of the Colony, of the best description available at present, and such information in regard to the lands of the Colony as the shortness of the notice would admit of my collecting.

I have, &c.,

A. G. McLEAN.

No. 23.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

*Department of Lands,
Sydney, 21 June, 1861.*

GENTLEMEN,

I am directed to transmit for your information a copy of the New Regulations, 21 June, 1861, determined on by the Government, relating to Assisted Immigration to this Colony.

I have, &c.,

MICHL. FITZPATRICK.

[Enclosure in No. 23.]

IMMIGRATION.

Department of Lands,
Sydney, 21 June, 1861.

His Excellency the Governor, with the advice of the Executive Council, has been pleased to establish the following Regulations for Assisted Immigration, under the Act, 24 Vict., No. 26 :—

1. Any person resident in the Colony, who may be desirous of introducing from the United Kingdom Immigrants of the laboring classes, will be permitted to do so on making the following deposits, and subject to the conditions hereinafter named :—

SEX.	AGE.			
	Under 12 years.	12 and under 40 years.	40 and under 50 years.	All above 50 years.
Male	£ 3	£ 5	£ 8	£ 12
Female	2	3	6	12

2. Such deposits must be made, if in Sydney, at the Government Immigration Office, between the hours of 10 a.m. and half-past 2 p.m.; and if in the Country Districts, with the Clerks of Petty Sessions, during the usual office hours. Any sums which depositors desire to add for the purpose of providing for their nominees the outfit required by the Immigration Commissioners in London, will be received at the same time, and transmitted to the Commissioners. The estimated costs of such outfit for an adult is about £3.

3. The Immigrants must be brought out in ships chartered by Her Majesty's Emigration Commissioners in London, and the depositor will be required to afford all such information respecting the Immigrants he proposes to introduce, as may be necessary to enable the Agent for Immigration or Clerk of Petty Sessions to comply with his application, and the requirements of these Regulations.

4. The persons eligible under these Regulations are mechanics of every description, domestic servants, and all persons of the laboring class. They must be of sound mental and bodily health, and of good moral character.

5. No advantage will be allowed in respect of any person brought out as a cabin or intermediate passenger.

6. Passages will not be granted under these Regulations to children under 15 years of age, unless forming part of a family, or unless their parents be resident in the Colony.

7. Depositors must undertake to provide for the Immigrants they introduce after the expiration of ten days from the time of their arrival, or pay to the Government for their subsistence at the rate of 1s. per day for each adult, or half that amount for each child under the age of 12 years, so long as they may be maintained at the public expense after the expiration of that period.

8. In the event of any person nominated for a passage declining to emigrate, or in case the amount deposited shall exceed that required for the number of Immigrants actually introduced, the amount deposited, or the excess, as the case may be, will be returned to the depositor, upon receipt in the Colony of the Emigration Commissioners' report recommending its refundment.

9. The Clerks of Petty Sessions, on receipt of any deposit under these Regulations, will immediately remit the amount to the Agent for Immigration at Sydney, with a statement of the number and description of Immigrants whom the depositor wishes to introduce. The Agent for Immigration will thereupon prepare and forward to the Clerk of Petty Sessions, for delivery to the depositor, a Passage Certificate. Similar Certificates will be issued to depositors in Sydney, on payment of their deposits to the Agent for Immigration.

10. The Passage Certificate must be forwarded by the depositor to his friends or agents in the United Kingdom, and it must in every case be produced within *twelve months* from the date of it to Her Majesty's Emigration Commissioners in London, who will provide passages to the Colony for the Immigrants proposed to be introduced.

11. Forms of application, as well as all other information for the guidance of depositors, can be obtained from the several Clerks of Petty Sessions in the Country Districts, or in Sydney at the Office of the Agent for Immigration.

12. These Regulations will take effect on and after the 1st July next.

JOHN ROBERTSON.

No. 24.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

New South Wales.

Department of Lands,

Sydney, 21 June, 1861.

GENTLEMEN,

In reference to my letter of this date, forwarding a copy of the Regulations under which the Vote for Immigration is to be expended, I am directed, by the Secretary for Lands, to inform you that, as the land policy of the Colony must largely influence the success of your mission, and as also there now remains no reasonable doubt whatever of the passing of the Crown Lands Bills of the late Session of Parliament, in the form in which they last passed the Assembly, it has been determined to make at once such arrangements as will be necessary to admit of those measures being brought into operation on the 1st day of January next, as provided for in them.

2. With regard, therefore, to the Alienation Bill, the surveys for reservations, and other necessary steps, to allow time for which that date was fixed, will be immediately and vigorously proceeded with, while the restriction of the right of pre-emptive purchase to one square mile out of each twenty-five square miles of leasehold, will, from the present time, be acted upon. And, to provide for the Occupation Bill, the rent payable under the present law will only be received for the half-year ending 31st December, 1861, leaving a clear field for the operation of the new policy from that date.

3.

3. With regard to the carrying out of the provision contained in the Alienation Bill, for the restriction of the right of pre-emptive purchase, Mr. Secretary Robertson thinks that it may not be out of place to add, that the pre-emptive right of purchase within the 2nd class Settled Districts, formerly Intermediate, ceased to exist—except in very few cases, in which the eight years' leases are unexpired—at the termination of the original leases, on the 31st December, 1859. Any new leases now being, or having been created since the 22nd February, 1858, will be held under the provisions of the new Act.

I have, &c.,

MICL. FITZPATRICK.

No. 25.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

Department of Lands,

Sydney, 21 September, 1861.

GENTLEMEN,

I am instructed by the Secretary for Lands to transmit to you copies of the Bills for regulating the Occupation and Alienation of Crown Lands in this Colony, which were read yesterday a third time in the Legislative Assembly.

2. These Bills were this Session first introduced into the Legislative Council, but as some question was raised as to the propriety of that course in consequence of their partaking of the character of Money Bills they were withdrawn, and brought into the Assembly; they were read a second time on Thursday, the 19th instant, without division, and almost without discussion; the Occupation Bill was passed without any alteration whatever, and the Alienation Bill, with the trivial alteration noted with the pen on the enclosed copy, in Clause No. 17, in one of the two enclosures; on the same night the whole of the Clauses were passed through Committee, the reports adopted, and the third reading fixed for the next day.

They were yesterday read a third time, and passed in the state in which they are now transmitted to you.

I have, &c.,

MICHL. FITZPATRICK.

P.S.—One of the Bills enclosed (Alienation) is the copy as introduced, the other as passed.

No. 26.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

New South Wales.

Department of Lands,

Sydney, 21 October, 1861.

GENTLEMEN,

The Honorable the Secretary for Lands has peculiar satisfaction in at length informing you that the Bills for the Alienation and Occupation of Crown Lands in this Colony, which have been so long before the local Legislature, have at length become law.

2. I am instructed to transmit to you by this opportunity, for your use and information, twelve copies of each of these Acts, which were assented to on the 18th instant, and to mention that there is no material alteration in their provisions from those of the Bills transmitted to you by the last mail.

3. Mr. Secretary Robertson desires me to suggest to you the expediency of publishing these Acts in extenso throughout the United Kingdom. His own impressions lead him to prefer their publication through the more largely circulated newspapers in different parts of the Kingdom, but he is of course prepared to leave the determination of this question to your discretion.

4. You will not fail to perceive that the provisions of these Acts take effect at once, save only in the case of the 13th clause of the Alienation Act, generally known as the "Free Selection Clause," which will not come into effect until the 1st of January next.

I have, &c.,

MICHL. FITZPATRICK.

No. 27.

UNDER SECRETARY FOR LANDS to MESSRS. DALLEY AND PARKES.

New South Wales.

Department of Lands,

Sydney, 21 October, 1861.

GENTLEMEN,

I am directed to transmit to you, for your information, six copies of the general abstract of the Census of the Colony of New South Wales taken in this year.

2. These, as you will perceive, will be followed hereafter by more elaborate abstracts, but the present will no doubt serve any purpose of reference.

I have, &c.,

MICHL. FITZPATRICK.

100

100

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

EMIGRATION AGENTS AND LECTURERS FOR
NEW SOUTH WALES.

(FURTHER CORRESPONDENCE.)

Ordered by the Legislative Assembly to be Printed, 10 January, 1862.

No. 5.

EMIGRATION AGENTS to SECRETARY FOR LANDS.

London, 18 November, 1861.

SIR,

We have the honor further to report the progress made in the business of this Office.

2. For the last fortnight both Mr. Dalley and Mr. Parkes have been in London, endeavouring to concert plans to render our exertions more effective in obtaining the objects of our mission. We have met with some difficulties which we did not contemplate in the provision of steerage passages for persons disposed to emigrate at their own expense. Shipping Agents are unwilling to come under the operation of the Passengers Act of 1855, unless a given number of steerage passengers can be guaranteed; and the minimum number that any agent has been induced to name is forty statute adults. Within the last few days we have entered into this definite understanding with Messrs. Houlder Brothers, if we can guarantee the equivalent of forty statute adults, they will open the 'tween decks of their ships to steerage passengers, and not otherwise. Some other difficulties have required our anxious consideration.

3. We continue to receive numerous applications for free and assisted passages, and letters from all quarters of the United Kingdom requiring all kinds of information. Within the last month we have received more than two hundred letters from the neighbourhood of Manchester alone, and many of them from persons evidently of superior character; very many of the applicants offer to defray part of the expense of their passages.

4. We have found much difficulty in making persons in humble life understand the Assisted Immigration System now in force. For this purpose we have adopted a Circular, a copy of which is appended, marked A.

5. Having determined to make an organized effort to meet the proposal of Messrs. Houlder Brothers, we have adopted a Circular to be addressed to persons who express an intention of emigrating at their own expense. We append a copy, marked B.

6. Mr. Parkes reports that he has found a strong desire to emigrate existing in the colliery districts of Staffordshire. We append a copy of a letter on the same subject received this morning from Nottinghamshire, marked C.

7. To enable you to judge of the character of the applications made to us, we append six original letters, all received by one morning's post, marked D 1 to 6.

We have, &c.,

HENRY PARKES.

WILLIAM B. DALLEY.

APPENDIX.

A.

No. C.

*New South Wales Emigration Agency,
10, West Strand, London, 1861.*

Sir,

In reply to your letter, the Emigration Agents beg to offer the following remarks, in further explanation of the Assisted Immigration System of New South Wales.

(2.) That system is specially intended to be worked by the people of the Colony, from whose public revenues the grants in aid of immigration are made. The moiety of the passage money payable by private persons must therefore be paid into the Colonial Treasury, as already explained.

(3.) By this system it is considered that three principal advantages will be secured:—

- 1st. The public immigration grants, being thus supplemented from private sources, will be rendered more extensively beneficial.
- 2nd. The sums paid on behalf of immigrants are regarded as some guarantee of the respectable character of the persons so introduced.
- 3rd. The assisted immigrants will necessarily have some person, either an employer or a friend, who will be interested in their welfare, to receive and advise them on landing in the Colony.

(4.) You will thus see that the system does not contemplate such a case as yours. If you have no friend in Sydney, the only way by which you could avail yourself of the assistance of the Colonial Government, would be to find some responsible person who has an agent in Sydney (and there are many merchants and manufacturers who have such connexions), to whom you might intrust the amount of the required deposit on your own account, and who would undertake to pay it into the Colonial Treasury for you. This cannot be done, however, through this Office, which is established to afford information respecting New South Wales to such persons as are disposed voluntarily to emigrate, and to whom the desire of permanently improving their condition in life is superior to the consideration of a free passage. The Agents of the New South Wales Government, in supplying information, have deemed it part of their duty to explain the Assisted Immigration System as it exists; but, as you have already been distinctly informed, they are not empowered to provide free passages.

(5.) The whole of the information furnished by the Emigration Agents, at public meetings and otherwise, has been throughout consistent with the explanation here given. It may be further pointed out, that the inhabitants of New South Wales, consisting of only 350,553 souls, could not possibly find the money necessary for the removal of the tens of thousands in England who would gladly emigrate, if they could do so without cost to themselves. It is proper to add, that the assisted passages under the present system are so eagerly taken up that the votes of the Legislature are soon exhausted.

(6.) The Assisted Immigration deposits, namely, £5 for a male, and £3 for a female, between 12 and 40; £8 for a male, and £6 for a female, between 40 and 50; £12 for males and females over 50; and £3 for a male, and £2 for a female, under 12, secure a steerage passage, including provisions, without other cost; and the immigrant is perfectly free when he arrives in the Colony. The emigrant has, of course, to find his own outfit.

We are, &c.,

HENRY PARKES.
WILLIAM BEDE DALLEY.

B.

No. D.

*New South Wales Emigration Agency,
10, West Strand, London, 1861.*

Sir,

In reply to your letter of _____, the Emigration Agents beg to say that if, when you have finally decided upon going to New South Wales, you will communicate with this Office, they will undertake to provide for you the required steerage accommodation, in a first-class ship, without your being put to any further expense or trouble, beyond the amount of passage money and the cost of your removal to the port of embarkation. As an earnest of good faith in the transaction, however, they will require you to place in their hands, before they enter your name on their books, a deposit of £2 on each passage, which they, in due course, will pay over to the agents of the ship, in reduction of the total amount of your engagement. The Emigration Agents will also undertake to inspect the accommodation of the vessels, and the quality of the provisions, and to do all that can reasonably be done to insure your comfort.

(2.) The steerage passage will be £15 15s. for adults, and half-price for children under twelve years. The quantity of baggage allowed to each adult will be 10 cubic feet. Passengers may, if they think proper, make special arrangements for the accommodation of families; but in such case they must themselves communicate with the agents of the ship.

(3.) All steerage passengers must provide themselves with the following utensils, viz.:—2 knives and forks, 2 table and 2 tea spoons, a metal plate, a hook-pot, 2 drinking mugs, 2 cups and saucers and plates, a water-can or bottle, and a few pounds of marine soap.

(4.) All packages must have the passenger's name distinctly marked upon them, with the words "Wanted on the voyage," or "Not wanted on the voyage." They must be alongside the ship at least three days prior to the date of sailing.

(5.) First-class ships sail from London for Sydney about the 10th of each month; but, to secure a passage, it will be necessary to communicate with this Office at least a fortnight before the time of sailing. The average length of the voyage may be set down at ninety days.

(6.) The following is the scale of victualling:—

FOR THIRD-CLASS PASSENGERS.

3½ lb. biscuit.	½ lb. oatmeal.
1½ lb. beef.	2 oz. tea.
1 lb. pork.	1 lb. sugar.
1 lb. preserved meats.	6 oz. butter.
3 lb. flour.	1 gill vinegar or pickles.
6 oz. suet.	½ oz. mustard.
½ lb. raisins or currants.	½ oz. pepper.
1 lb. peas.	2 oz. salt.
1 lb. rice.	6 oz. lime juice.
½ lb. preserved potatoes.	21 quarts fresh water.

When fresh beef is issued, 1 lb to each adult per day will be allowed; there will be no flour, rice raisins, peas, suet, or vinegar, during the issue of fresh meat.

MEDICAL

MEDICAL COMFORTS.

A supply of Medical Comforts will be put on board in the following proportions to 100 Statute Adults.

56 lb. oatmeal.	12 bottles sherry wine.
20 lb. West India arrowroot.	66 gallons stout.
40 lb. Scotch barley.	5 gallons brandy.
100 lb. sago.	15 gallons vinegar.
20 lb. tapioca.	12 dozen pints of preserved milk.
300 lb. sugar.	4 gallons Sir William Burnett's chloride of zinc.
30 lb. preserved boiled beef.	$\frac{1}{2}$ cwt. chloride of lime.
20 lb. preserved boiled mutton.	$\frac{1}{2}$ cwt. Collins' patent disinfecting powders.
400 pints lemon juice.	2 cwt. marine soap.
24 bottles port wine.	

We have, &c.,

HENRY PARKES.
WILLIAM BEDE DALLEY.

C.

16 November, 1861.

Sir,

Seeing the news from New South Wales, dated the 26th of September, that owing to the miners at the Newcastle Collieries having ceased working, the proceedings on their part has the effect of considerably raising the price of coals, both at Sydney and Melbourne, to the great detriment of the colonist, I beg to say that I—and I might guarantee 100 more miners, colliers—would be glad to proceed to New South Wales, to there work the coal, providing we had the means by loan or otherwise so as to provide us a passage to the Colony.

Providing you could advise or otherwise inform us as to the best means of obtaining a passage to Sydney, your will confer a favour on your obedient servant,

WILLIAM CARLIN,

Hoplis' Yard, Newthorpe, Notts.
Near Eastwood.

To H. Parkes, Esq.

WILLIAM B. DALLEY, ESQ., to SECRETARY FOR LANDS.

(No. 5.)

London, 12 November, 1861.

SIR,

I have the honor to forward, for the information of the Government, a Report of my proceedings in England since the date of the first Despatch signed by my colleague and myself.

I have addressed meetings in the Counties of Berkshire, Kent, Surrey, Suffolk, Norfolk, and Hampshire. In each of the places of meeting I have obtained the use of the Guildhall; and in the majority of cases the Chair has been taken by the Mayor of the City.

In estimating the results of the movements already made, it is right that I should inform you of two circumstances which materially affect the possibilities of immediate success. There can be no doubt that in the agricultural Counties of England, labour is at present by no means in excess of the requirements of employers, and as a natural consequence, the sympathies of landed proprietors and people of great influence are not with those whose only object is a diminution of the labour of the country. I have been assured by persons highly competent to form an opinion, that during the late abundant harvest some difficulty existed in procuring sufficient labour; and from the general indifference to the objects of our mission manifested by those identified with the landed interests of the country, there can be no doubt that some apprehension exists of a deficient supply of labour in the agricultural parts of England.

Under these circumstances I have endeavoured as much as possible, both by means of public addresses and in the course of private interviews, to direct the special attention of the tenant farmers of limited means to the facilities afforded by the proposed land system of New South Wales.

The great advantages of the land system have been generally recognized, but at the same time it is of course necessary to explain that, however certain the inauguration of this system may be, it is as yet unsanctioned by an Act of Parliament; and as in furnishing a fair history of the administration of public lands in New South Wales, it is necessary to observe that legislation upon the subject has not been characterized by undue precipitancy, some degree of hesitation is evinced in finally deciding before the policy of the Government becomes the law of the land.

I have to inform you, that in the intervals between the dates of the various meetings to which I have adverted, I have been occupied in the conduct of the business of this Office.

I have, &c.,

WILLIAM B. DALLEY.

HENRY

HENRY PARKES, ESQ., to SECRETARY FOR LANDS.

(B. No. 2.)

Birmingham, 25 November, 1861.

SIR,

Since the date of my separate Report, B. No. 1, October 24, 1861, I have held only two public meetings, one at Kidderminster and one at Leeds, both of which were numerously attended. I shall address another public meeting to-morrow evening, at Bilston.

2. A considerable portion of the present month I have spent in London, in consultation with Mr. Dalley, and in arranging some difficulties that had arisen in the general business of our mission.

3. In reporting my separate movements, I find more and more every day that the most effective action lies in private intercourse with persons who are interested in the Colony, either with the view of emigrating themselves, or in promoting the emigration of others. While in London I had several conversations respecting New South Wales, with men of established influence in political and literary life, and I was very much gratified by the warm interest in Australian progress, and the broad views on the subject of colonization, expressed by these eminent persons. In the country too I am beginning to find more persons of influence who offer me their cordial co-operation and assistance; but it is chiefly by personal communication with the emigrating class, frankly explaining to them the condition of the Colony, and their own prospects of success as colonists, and advising them, according to the differing circumstances of their cases here, that the work indicated above is to be done. Of late I have frequently had interviews with whole families of this class. Men come to me with their wives, and a son or daughter, or perhaps a friend, lay their case before me, apparently with the utmost confidence, and explain their views in wishing to emigrate, which sometimes discover a long course of thought and inquiry on the subject. I am at present in communication with several families, who reckon that, after removing themselves to Australia, they would have little capitals, ranging from £100 to £600; and I have reason to believe that their lot will be cast among the inhabitants of New South Wales next year. In this way—travelling, corresponding, and giving personal interviews—I have been much occupied of late, and shall be for some time to come, in the Midland and Northern Counties.

4. These Counties are so important in population and the variety of their industrial interests, and have always been so distinguished for their progressive spirit and enterprise, and they are at the same time so intimately connected in trade and commerce with New South Wales, that it is to be regretted that more cannot be done to diffuse among their skilful artizans and intelligent agriculturists, a correct knowledge of the Colony. If we take the seven Counties of York, Lancaster, Chester, Stafford, Derby, Warwick, and Worcester, they give us considerably more than one-third of the total population of England and Wales; and those valuable qualities of the English character—the disposition and ability to improve every art of industry—are nowhere to be met with more frequently than here. While their manufactures are unrivalled their farms are perfect models of cultivation, and everywhere you are struck by the vigorous character of the people. These facts of their condition are made apparent by the results of the late Census. During the last ten years the progress made by some parts of England is scarcely perceptible, and five Counties have actually and very sensibly declined, while the advance of the seven Counties named has been astonishingly rapid. The accompanying Table will shew their extent and increase of population:—

	Population in 1851.		Population in 1861.		Increase.
Yorkshire	1,797,995	....	2,033,061	....	235,066
Lancashire	2,031,236	....	2,423,744	....	397,508
Cheshire	455,725	....	505,153	....	49,428
Staffordshire	608,716	....	746,584	....	137,868
Derbyshire	296,034	....	339,377	....	43,293
Warwickshire	475,013	....	561,723	....	86,710
Worcestershire....	276,926	....	307,601	....	30,675
	<u>5,941,695</u>		<u>6,922,238</u>		<u>980,543</u>

Strange to say, this populous part of England, which receives all our wool, and is destined, I hope, to receive our cotton, and which supplies us with nearly all our manufactured woollens, cottons, and hardware, has been generally overlooked by the advocates of emigration. I recollect no effort of the kind to direct the attention of this portion of the English people to New South Wales, except a lecture in Leeds, some years ago, by Mr. Donaldson.

5. The Census Returns supply some curious facts relating to general emigration. During the last ten years it appears that the enormous number of 2,249,355 persons have emigrated from the United Kingdom, the majority of whom must have gone to increase the strength of Foreign nations. The relative numbers from the three Kingdoms have been 649,210 English, 183,627 Scotch, and 1,230,986 Irish, with 194,532 persons of Foreign origin.

6. It is surprising that English statesmen should be blind to the national importance of turning this torrent of emigration to the British Colonies, yet persons of great influence in the political world are frequently met with who manifest an adverse feeling towards the Australian Colonies, not definitely expressed, it is true, nor entertained from any very clear convictions on the subject, but not the less, in its practical operation, adverse to our interests. They are afraid of "stimulating" emigration, they tell you, for it is the best class of people who emigrate. They want the Colonies to produce wool, and cotton if possible, and they want them to consume large and increasing quantities of manufactures; but it would seem

that

that they want them to produce and consume without population. Among too many of the propertied classes the Colonies are regarded in the light of a convenience, though even that light is very confused. A few days ago, a wealthy manufacturer and an influential politician was speaking to me of New South Wales. "It is a fine country," he said; "it sends us amazing quantities of wool and gold, and is a splendid customer for our manufactures. I do a good trade with Sydney myself. Don't you think the colonists could be persuaded to take our convicts again?"

7. Nor is this an exaggerated instance of remarks continually made, which evince the same feeling—a want of hearty recognition of the Colonies, morally and socially, as an "integral part of the Empire;" but among the more provident and thoughtful of the working classes, including those who do not work for weekly wages, there is a keen desire for information respecting the Colonies; and the number of persons who have entertained thoughts of emigration, more or less influencing their course of life for years past, is quite surprising. It appears to me that these are the people most likely to make good colonists; and as a rule, I spare no pains in affording them information, however numerous and tedious their inquiries may be.

8. I beg to enclose, for your information, a statement of my separate expenditure on public account, to the 24th of October inclusive.

I have, &c.,
HENRY PARKES.

[Price, 2d.]



1861-2.

Legislative Assembly.

NEW SOUTH WALES.

IMMIGRATION.

(PETITION, MECHANICS, &c., SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

To the Honorable the Legislative Assembly, in Parliament assembled.

May it please your Honorable House, the Petition of the undersigned Mechanics and Labourers, Citizens of Sydney,—

RESPECTFULLY SHEWETH:—

1st. That, owing to the great want of employment at present existing in this City and throughout the Colony, your Petitioners are in circumstances of the deepest distress, every avenue both to the Government as well as the Civil Service being completely filled up.

2nd. Your Petitioners would most earnestly beg of your Honorable House not to vote any sum either for assisted or any other kind of Immigration, by Estimate or Resolution, during the present year, as the introduction of thousands of persons at the present time, when your Petitioners are earning but a precarious existence for themselves and families, would be fraught with the direst consequences to the peace and prosperity of the Colony.

3rd. Your Petitioners would submit they have repeatedly agitated this question, by Petition and otherwise; your Honorable House has satisfied itself upon the question, both by police investigation, and by the inquiry into the condition of the working classes, by which you have suspended Immigration, and given a season of comparative tranquility to the Colony; and we pray you will again suspend it during the present year, for the same reasons and for the promotion of the same objects.

4th. Your Petitioners cannot help looking upon the employment of the public money (part of which they have contributed) for purposes of Immigration, as an interference with the labour market which the laws of free trade in no way justify, and in direct contravention to the law of supply and demand.

5th. Your Petitioners would suggest that this country offers as many inducements as any other country in the World, possessing every natural attraction, with millions of acres of the finest land, which, together with the Gold Mines, have so much exalted us in the eyes of the World, and which render the employment of public money as an additional inducement for purposes of Immigration, questionable and unnecessary.

Lastly, your Petitioners therefore pray your Honorable House will not vote any sum during the present year, either by Estimate or Resolution, for assisted or any other kind of Immigration, as it is a direct interference with the labour market, and an unjust application of the public funds. And your Petitioners, as in duty bound, will ever pray.

Signed on behalf of a Public Meeting, held in Hyde Park, on 2nd January, 1861.

WILLIAM JENNETT,
Chairman.
J. H. WEST,
Secretary.

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.

(SOFALA, WESTERN GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1861.

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

The humble Petition of the undersigned Miners, and other inhabitants of Sofala,
Western Gold Fields, New South Wales,—

HUMBLY SHEWETH :—

That your Petitioners are most seriously injured in their mining operations and social interests, and the future welfare of their families seriously jeopardized by the great number of Chinese located amongst them, and by others daily arriving in such numbers that, unless immediately checked, must ultimately place our Gold Fields entirely in their hands, to the utter exclusion and great injury of the European diggers; that such is now actually the case in Sofala, where already the Chinese population far outnumber the European miners.

That the Chinese, by their idolatrous customs, moral depravity, and detestable habits, are viewed with a constantly increasing disgust and dislike by all classes, which lead to constant antagonism between the two races, tend to degrade and demoralize the rising generation, and disturb the growing interests and lower the moral tone of this Colony.

Your Petitioners, therefore, earnestly desire and trust that your Honorable House will be pleased to direct that such measures be immediately framed, in the present Session of Parliament, as will effectually stop the further immigration of Chinese to this Colony.

And that your Honorable House will cause to be introduced in the Gold Fields Management Act, to be brought before Parliament, such clauses as will exclude those Chinese already in the Colony from the privilege of mining on the Gold Fields of New South Wales.

And your Petitioners will ever pray, &c., &c.

[Here follow 805 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.

(HANGING ROCK AND PEEL RIVER GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1861.

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

The Memorial of the Miners and Residents on the Peel River and Hanging Rock Gold Fields,—

HUMBLY SHEWETH:—

That Memorialists regard with apprehension and alarm the continued and increasing influx of Chinese to this Colony—when they no sooner land than they settle on the various Gold Fields, on many of which they already far outnumber the European miners.

That, for many reasons (too numerous to detail here), Memorialists regard the Chinese as a very undesirable class of immigrants, and can assure your Honorable House that a feeling of deep hostility against them exists on those Gold Fields—a feeling which increases with the intelligence of every cargo of Chinamen landed in Sydney.

That whilst Memorialists would desire to respect the laws, and have equal protection afforded to both Chinese and European miners, they greatly fear, from the hostile feelings prevailing, that collisions will take place, and blood be shed, and lives be lost, on more Gold Fields than one; the presence of a large Military and Police Force on every Gold Field alone can prevent such a deplorable result.

Memorialists, therefore, humbly pray your Honorable House to take the foregoing premises into your serious consideration, and adopt measures to prevent the further immigration of Chinese into this Colony; or by ordering the Commissioners on the Gold Fields not to issue "Miner's Rights" to Chinamen after a certain date, sufficiently distant to allow them time to leave the Colony; or by annually increasing the cost of their Miner's Rights, so that the Europeans on the Gold Fields may not be utterly swamped by them; or in any other way your Honorable House may deem expedient, to preserve the European element predominant in New South Wales as a British Colony.

And Memorialists, as in duty bound, will ever pray.

[Here follow 269 Signatures.]

Peel River,
September, 1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.
(SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1861.

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

The Petition of the undersigned Inhabitants of Sydney,—

HUMBLY SHEWETH:—

That your Petitioners are firmly convinced that the immigration of the Chinese to this Colony is most impolitic; that, as Colonists, they are unnecessary and injurious; and that, inasmuch as their social habits are repulsive to those of Europeans, they are a continual source of irritation, which may tend to alienate the affections of the people, jeopardize the public peace, and injure the character of this Colony as a field of emigration for British enterprise and industry.

That your Petitioners are of opinion that the most effectual way of terminating the unhappy disturbances which are continually taking place between the Europeans and the Chinese, would be by preventing the Chinese from digging for Gold, and imposing a Tax upon their landing in this Colony.

And your Petitioners devoutly pray that your Honorable House will be pleased to take into your consideration the views of your Petitioners, and will enact such measures to remedy the evil complained of as to your Honorable House shall seem meet.

And your Petitioners, &c., &c., &c.

[Here follow 5,034 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.
(PADDINGTON.)

Ordered by the Legislative Assembly to be Printed, 27 September, 1861.

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

The humble Petition of the Inhabitants of Paddington Electorate,—

RESPECTFULLY SHEWETH :—

That the immigration of the Chinese to this Colony is, in its present state, impolitic, injudicious, and dangerous to the sanitary condition of the Colonists from the low character of these immigrants, and the extremely crowded state of the vessels in which they arrive, and from their not being regulated by any proper code of immigration laws in China calculated to insure the sanitary conditions usual in such cases. And further, that we, as Austral-Anglo Colonists of New South Wales, consider it a gross invasion of our rights to permit the natives of China, or any other Pagan race, to occupy or work upon the Gold Fields of this Colony.

Your Petitioners, therefore, respectfully pray that your Honorable House will please to pass such measures as will remedy the evils herein mentioned; and your Petitioners, as in duty bound, will ever pray, &c., &c., &c.

[Here follow 495 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.

(THE GLEBE AND BALMAIN.)

Ordered by the Legislative Assembly to be Printed, 1 October, 1861.

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

The humble Petition of the undersigned Inhabitants of the Electorate of the Glebe and Balmain,—

RESPECTFULLY SHEWETH,—

1st. That your Petitioners are firmly convinced that the Immigration of the Chinese to this Colony is impolitic; that, as Colonists, they are unnecessary and injurious; and that, inasmuch as their social habits are so repulsive to ours, that they are a continual source of irritation, which tends to alienate the affections of the people from our institutions, to jeopardize the public peace, and injure the character of this Colony as a field of emigration for British enterprise and industry.

2. Your Petitioners are also of opinion that the most effectual way of terminating the unhappy disturbances which are continually taking place between the Europeans and Chinese, is by preventing the Chinese from digging for Gold, and by imposing a Tax upon their landing in this Colony.

Your Petitioners therefore humbly pray that your Honorable House will take this Petition into consideration.

And your Petitioners will ever pray, &c.

[Here follow 851 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION.

(MAJOR'S CREEK.)

Ordered by the Legislative Assembly to be Printed, 8 October, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned, Inhabitants of Major's Creek and its vicinity,
in the District of Braidwood,—

HUMBLY SHEWETH :—

That your Petitioners are loyal British subjects, and that, while strongly deprecating all unconstitutional demonstrations, sympathize with that antipathy which they believe to be general throughout the Colony to the Chinese race.

Your Petitioners believe the existence of the Chinese in large numbers in this Colony to be a great evil, and are fearful that, should the evil remain uncorrected, the future interests of this portion of Her Majesty's dominions will suffer greatly.

Your Petitioners, having daily opportunities of acquainting themselves with the habits and peculiarities of the Chinese, are convinced of their moral and physical inferiority to the European races, and look upon them as a most undesirable and improper class to be encouraged as colonists; believing that the perpetuation of the blood in a British Colony would be productive of the most baneful results.

Your Petitioners, as loyal British citizens, cannot appreciate the extension of any of their peculiar rights and privileges to the Chinese; who, being aliens in blood, morals, country, and religion, are presumed to have no legitimate claims thereto; and they, having been permitted to participate in such rights and privileges, now remove a large portion of the mineral wealth of this Colony, without providing their equitable share to its support, the chief burthen of which is borne by the Europeans in their larger proportionate consumption of dutiable commodities.

Your Petitioners also beg to suggest to your Honorable House, that as it is the policy of the Government of this Colony to encourage population by the introduction of immigrants from Great Britain and Ireland, the wide-spread existence of an enervated, immoral, and Pagan race, will tend to render those efforts abortive. That while our Lecturers are supported in the Mother Country to induce immigration thence, their labours are in a measure counteracted by the unlimited admission of the Chinese here.

Your Petitioners, therefore, humbly pray your Honorable House that, in your wisdom, measures may be immediately adopted,—

1st. To prohibit, rather than restrict, the further admission of the Chinese into this Colony.

2nd. That the Chinese may be withdrawn from the Gold Fields of this Colony.

And your Petitioners, as in duty bound, will every pray, and subscribe themselves as your most obedient humble servants.

Major's Creek, Braidwood,
New South Wales,
9 September, 1861.

[Here follow 365 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHINESE IMMIGRATION, LAND, AND UPPER
HOUSE BILLS.

(CANTERBURY.)

Ordered by the Legislative Assembly to be Printed, 27 September, 1861.

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

The humble Petition of the undersigned Inhabitants of the Electorate of
Canterbury,—

RESPECTFULLY SHEWETH :—

That your Petitioners sincerely believing in the necessity for the early settlement of the long agitated and universally desired measures, viz. :—The Chinese Immigration Bill, the Land Bill, and the Elective Upper House Bill.

That your Petitioners believe the peace, prosperity, and confidence in the community depend upon the speedy settlement of these three great questions.

That your Petitioners believe the unfortunate collisions between the Europeans and Chinese at Burrangong and Native Dog Creek, as well as the antagonistic feelings which exist between these two races at all the Gold Fields, evidently proves that Europeans and Mongolians cannot live peaceably together, and that the late disturbances are only the foreshadowings of more serious evils; and your Petitioners believe that if disturbances are quelled in one locality they will most assuredly break out in some other; and your Petitioners believe that fully nine-tenths of our fellow colonists are of opinion that a Bill should be passed to restrict Chinese Immigration to this Colony.

That your Petitioners are of opinion that the opening up of the land, as contemplated by the Land Bill passed by your Honorable House, would tend to develop the vast natural resources of the Colony; would open up a large field for the employment of labour; would afford means for the investment of capital now idle, and would give a stimulus to immigration of the most desirable class, and considerably increase the public revenue.

That your Petitioners are of opinion that the Members of the Upper House, being nominated, have not the confidence of the people, and it is therefore desirable that that branch of the Legislature should be constituted upon an Elective Basis.

Your Petitioners, therefore, most earnestly pray, that your Honorable House will be pleased not to pass any Appropriation Act till a Chinese Immigration Restriction Bill, the Land Bill, and an Elective Upper House Bill, are passed into law.

And your Petitioners, as in duty bound, will ever pray, &c., &c., &c.

[Here follow 831 Signatures.]

1861-2.

Legislative Assembly.
NEW SOUTH WALES.

ASSISTED IMMIGRATION.
(UNDER REGULATIONS OF 21 JUNE, 1861.—CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be Printed, 16 January, 1862.

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ASSISTED IMMIGRATION.

No. 1.

ASSISTED IMMIGRATION REGULATIONS.

(As notified in Gazette of 21st June, 1861.)

Department of Lands,
Sydney, 21 June, 1861.

His Excellency the Governor, with the advice of the Executive Council, has been pleased to establish the following Regulations for Assisted Immigration, under the Act 24 Vict., No. 26 :—

1. Any person resident in the Colony who may be desirous of introducing from the United Kingdom Immigrants of the labouring classes, will be permitted to do so on making the following deposits, and subject to the conditions hereinafter named :—

SEX.	AGE.			
	Under 12 years.	12 and under 40 years.	40 and under 50 years.	All above 50 years.
Male	£ 3	£ 5	£ 8	£ 12
Female	2	3	6	12

2. Such deposits must be made, if in Sydney, at the Government Immigration Office, between the hours of 10 a.m. and half-past 2 p.m.; and if in the Country Districts, with the Clerks of Petty Sessions, during the usual office hours. Any sums which depositors desire to add for the purpose of providing for their nominees the outfit required by the Immigration Commissioners in London, will be received at the same time, and transmitted to the Commissioners. The estimated cost of such outfit for an adult is about £3.

3. The Immigrants must be brought out in ships chartered by Her Majesty's Emigration Commissioners in London, and the Depositor will be required to afford all such information respecting the Immigrants he proposes to introduce, as may be necessary to enable the Agent for Immigration or Clerk of Petty Sessions to comply with his application and the requirements of these Regulations.

4. The persons eligible under these Regulations are mechanics of every description, domestic servants, and all persons of the labouring class. They must be of sound mental and bodily health, and of good moral character.

5. No advantage will be allowed in respect of any person brought out as a cabin or intermediate passenger.

6. Passages will not be granted under these Regulations to children under 15 years of age, unless forming part of a family, or unless their parents be resident in the Colony.

7. Depositors must undertake to provide for the Immigrants they introduce after the expiration of ten days from the time of their arrival, or pay to the Government for their subsistence at the rate of 1s. per day for each adult, or half the amount for each child under the age of 12 years, so long as they may be maintained at the public expense after the expiration of that period.

8. In the event of any person nominated for a passage declining to emigrate, or in case the amount deposited shall exceed that required for the number of Immigrants actually introduced, the amount deposited, or the excess, as the case may be, will be returned to the depositor, upon receipt in the Colony of the Emigration Commissioners' report recommending its refundment.

9. The Clerks of Petty Sessions, on receipt of any deposit under these Regulations, will immediately remit the amount to the Agent for Immigration at Sydney, with a statement of the number and description of Immigrants whom the depositor wishes to introduce. The Agent for Immigration will thereupon prepare and forward to the Clerk of Petty Sessions, for delivery to the depositor, a Passage Certificate. Similar Certificates will be issued to depositors in Sydney, on payment of their deposits to the Agent for Immigration.

10. The Passage Certificate must be forwarded by the depositor to his friends or agents in the United Kingdom, and it must in every case be produced within *twelve months* from the date of it to Her Majesty's Emigration Commissioners in London, who will provide passages to the Colony for the Immigrants proposed to be introduced.

11. Forms of application, as well as all other information for the guidance of depositors, can be obtained from the several Clerks of Petty Sessions in the Country Districts, or in Sydney at the Office of the Agent for Immigration.

12. These Regulations will take effect on and after the 1st July next.

JOHN ROBERTSON.

No. 2.

THE UNDER SECRETARY to BENCHES OF MAGISTRATES.

(Circular.)

Colonial Secretary's Office,
Sydney, 27 June, 1861.

GENTLEMEN,

With reference to the notice, dated 21st instant, and inserted in the *Government Gazette*, headed "Immigration," I am directed by the Colonial Secretary to request that you will apprise the Clerk of Petty Sessions in your district, that instructions for his guidance in the execution of the duties which will devolve upon him in carrying the Regulations therein contained into effect, will be addressed to him from the Department of Lands, to which the business relating to Immigration belongs; and that you will, at the same time, enjoin on him the strictest attention to such instructions.

I have, &c.,
W. ELYARD.

No. 3.

UNDER SECRETARY FOR LANDS to CLERKS OF PETTY SESSIONS.

(Circular.)

Department of Lands,
Sydney, 29 June, 1861.

SIR,

I am directed to enclose, for your information and guidance, a copy of the Assisted Immigration Regulations, recently published by the Government, from which you will perceive that, on and after the 1st July next, depositors under these Regulations can have the parties whom they desire to bring out introduced in ships chartered by the Emigration Commissioners in London. (See No 1.)

2. The forms to be used under the new Regulations, a supply of which will be forwarded to you by the Agent for Immigration, are as follows:—

(1st.) That marked A, which you will use in cases where the parties to be introduced are nominated in the Colony, and,—

(2nd.) That marked B, to be used where the parties are to be nominated in the United Kingdom.

3. It will be necessary for you to observe great care in the preparation of those forms, as on the information contained in the particular form used by you will entirely depend the correctness of the Passage Certificate forwarded to you by the Agent for Immigration for delivery to the depositor.

4. All moneys received by you under the Regulations referred to are to be forwarded direct to the Agent for Immigration, and at the termination of each Quarter it will be necessary for you to render an account of all such receipts to the Auditor General, for that officer's satisfaction.

5. On this subject I cannot too strongly impress on you the necessity of forwarding the moneys which you receive under the Regulations, by the first post which leaves after your receipt of them; care being taken by you, in every case, to register the letters containing such remittances. For any departure from this instruction you will be held responsible.

6. It is desirable that you should give the Regulations all the publicity in your power within your district; and in order to enable you to do so as effectually as possible, the Agent for Immigration will forward to you a supply of the Regulations, for distribution amongst its inhabitants.

7. In conclusion, I am to state, that as the Government are most anxious to make the Regulations as easily available by the working classes as possible, they are desirous of your zealous co-operation in carrying them out; and the Agent for Immigration will afford you every assistance in his power in facilitating the object desired.

8. I may add, that a circular letter on the subject will be addressed to the Bench of Magistrates in your district, by the Principal Under Secretary.

I have, &c.,

MICHL. FITZPATRICK.

ASSISTED IMMIGRATION.

No. 4.

FORM A.

(To be used when the persons intended to be introduced are to be nominated in the Colony).

IMMIGRATION REGULATIONS OF 21ST JUNE, 1861.

DISTRICT OF

DESCRIPTION OF THE PERSON OR PERSONS FOR WHOSE BENEFIT THE REMITTANCE IS MADE.								
Christian Name and Surname, at full length.	Age.	Whether Husbands or Wives resident in the Colony.	Trades or Callings.	Where living, in Great Britain or Ireland.	Names and Addresses of some persons of Note, to whom references can be made respecting the Emigrants.	Proportion to be applied to Passage.	Proportion to be applied towards Outfit.	TOTAL.

I, _____ of _____ in the District of _____ in the Colony of New South Wales, the Depositor in this case, hereby undertake, in the event of passages being granted to the parties selected in pursuance of the above deposit, to pay to the Immigration Agent at the Port of Arrival, any additional amount which he may require of me, for the passage or passages of any child or children belonging to the said parties, which have not previously been provided for by me, in my deposit as above, or been paid for before embarkation to the Emigration Commissioners in London, according to the rates set out in the Immigration Regulations of the 21st June, 1861; and I further undertake to pay to the said Immigration Agent, subsistence money at the rate of 1s. per diem for each adult, and 6d. for each child under 12 years of age, for every day any or all of my nominees may be maintained at the expense of the Government, from and after the expiration of ten days from the date of their arrival in the Colony.

Dated at _____ this _____ day of _____ 186 .
 Witness _____ Depositor.

Received on this _____ day of _____ 186 , from _____ of _____ in this District, the sum of _____ pounds, _____ shillings (£ _____) to be remitted to the Emigration Commissioners, for the purpose of being applied in the provision of passages to this Colony, for the above-described persons.

Witness, _____ Clerk of Petty Sessions

NOTE.—If more than one person's name be inserted in this Certificate, it should be distinctly stated to whom the money is intended to be paid, on account of Outfit; and in case of the death or absence of the persons so named, to which of the others it is to be paid.

FORM B.

(To be used when the persons intended to be introduced are to be nominated in the United Kingdom.)

IMMIGRATION REGULATIONS OF 21ST JUNE, 1861.

DISTRICT OF

Name of Depositor.	Trades or Callings of the persons proposed to be Nominated in the United Kingdom.	Number and Ages of the persons proposed to be so brought out.				Whether Husbands or Wives resident in the Colony.	Amount deposited.		
		12 Years and upwards.		Under 12 years.			Proportion to be applied towards Passage.	Proportion to be applied towards Outfit.	TOTAL.
		M.	F.	M.	F.				

I, _____ of _____ in the District of _____ in the Colony of New South Wales, the Depositor referred to above, hereby undertake, in the event of passages being granted to the parties selected in pursuance of the above deposit, to pay to the Immigration Agent at the Port of Arrival, any additional amount which he may require of me, for the passage or passages of any child or children belonging to the said parties, which have not previously been provided for by me, in my deposit as above, or been paid for before embarkation to the Emigration Commissioners in London, according to the rates set forth in the Immigration Regulations of the 21st June, 1861; and I further undertake to pay to the said Immigration Agent, subsistence money at the rate of 1s. per diem for each adult, and 6d. for each child under 12 years of age, for every day any or all of my nominees may be maintained at the expense of the Government, from and after the expiration of ten days from the date of their arrival in the Colony.

Dated at _____ this _____ day of _____ 186 .
 Witness _____ Depositor.

Received on this _____ day of _____ 186 , from _____ of _____ in this District, the sum of _____ pounds, _____ shillings (£ _____) to be remitted to the Emigration Commissioners, for the purpose of being applied in the provision of passages to this Colony, for the above-described persons.

Witness, _____ Clerk of Petty Sessions.

No. 5.

No. 5.

UNDER SECRETARY FOR LANDS to ACTING IMMIGRATION AGENT.

*Department of Lands,
Sydney, 18 September, 1861.*

SIR,

The attention of the Secretary for Lands having been called to a statement in one of the daily papers, to the effect that Mr. Hodgson had been permitted to introduce nearly five hundred Immigrants, under the provisions of the Vote for Immigration; and it appearing from the statements personally made by you to Mr. Secretary Robertson, that this representation is substantially correct, and that you had received £2,400 for the purpose,—I am directed to inform you, that, upon a reference to the Immigration Regulations, the Secretary for Lands is clearly of opinion,—

- 1st—That they do not warrant the course pursued;
- 2nd—That if they did in the letter, their whole spirit was opposed to it;
- 3rd—That even if it were otherwise, in both respects, such an extraordinary use of the Regulations should not have been made without the special sanction of the Responsible Minister having charge of the Department; and
- 4thly—That the fact stated in the explanation given by you,—that Mr. Hodgson did not act only for the Company with which he was connected, but also for four or five Companies, each in all other respects competing with, and antagonistic to each other; and who are known to be in difficulty with their employes,—only, it seems to him, made it the more necessary that you should, as was done in the "Donegal matter", have obtained some special instructions.

2. I am directed therefore by the Secretary for Lands to request, that you will at once furnish an explanation in the matter; and also say whether there are any other similar instances of your acting with the funds in question.

3. Mr. Hodgson, I am to add, has been apprised that the money was improperly received by you, and that it will be returned to him.

I have, &c.,

MICHL. FITZPATRICK.

No. 6.

UNDER SECRETARY FOR LANDS to A. HODGSON, ESQ.

*Department of Lands,
Sydney, 18 September, 1861.*

SIR,

The attention of the Secretary for Lands has been drawn to a statement in one of the daily papers, to the effect that you had been permitted to introduce nearly five hundred Immigrants, under the provisions of the Vote for Immigration; and it has been ascertained that the statement is substantially correct, the Acting Immigration Agent having received two thousand four hundred pounds for the purpose.

2. Mr. Secretary Robertson desires me to inform you that the money was improperly received by Mr. Logan, and will be returned to you on application.

£2,400

I have, &c.,

MICHL. FITZPATRICK.

No. 7.

ACTING IMMIGRATION AGENT to UNDER SECRETARY FOR LANDS.

*Government Immigration Office,
Sydney, 18 September, 1861.*

SIR,

In reference to the issue of the certificate, which formed the subject of conversation at an interview with which I was this day favoured by the Honorable the Minister for Lands,—while I have to state that in such issue I merely followed long established precedent, I would now suggest that as the Honorable Secretary for Lands seems of opinion that the same should not have issued, instructions should be forwarded to the Emigration Commissioners not to act upon such certificate. I make this suggestion, having reason to believe that the certificate itself was forwarded by the last mail.

I have, &c.,

WILLIAM LOGAN.

The instructions alluded to should be forwarded. Mr. Logan should be asked to say what he means by his allusion to long established precedent: the Regulations under which he acted being quite of recent date. He should also be requested to state the cases he alludes to as precedents.

JOHN R.
20 Sept.

No. 8.

No. 8.

ACTING IMMIGRATION AGENT to UNDER SECRETARY FOR LANDS.

*Government Immigration Office,
Sydney, 19 September, 1861.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 18th instant, calling upon me to explain the circumstances under which a deposit of two thousand four hundred pounds was received from Arthur Hodgson, Esq., towards the passage to this Colony of a number of coal miners and their families.

£2,400.

2. In reply I beg to state, for the information of the Secretary for Lands, that the amount in question was received by me under the impression that I was fully warranted in doing so, as there appeared to be nothing in them precluding employers from introducing any description of labour they might require, through their agents in the United Kingdom.

3. I felt the more justified in adopting this course, presuming that, as the Regulations were mainly a revival of those formerly in force (in which no special provision was made for such cases), the practice which had hitherto prevailed in this Department might safely be continued, and that if deposits had been received from Messrs. Peto, Brassey and Betts, Messrs. P. N. Russell and Co., and others, towards the introduction of servants to be nominated by their agents in the United Kingdom, without, as far as I was aware, any reference having been made to the Government for instructions, similar deposits might be accepted under the existing Regulations.

4. To shew that this was my impression upon the promulgation of the new Regulations, I would refer to the printed letter of Instructions on the subject, issued from your Department to Clerks of Petty Sessions, a draft of which was in the first instance submitted by me for approval. In this letter allusion was made to a form marked B, to be used when the parties are to be nominated in the United Kingdom. That form is the same as one in use under the old Regulations, and the only object in retaining it was, as I thought, to enable residents in the Colony still to nominate Immigrants through their agents at Home.

5. The first clause of the Regulations, moreover, distinctly states that any person resident in the Colony who may be desirous of introducing from the United Kingdom Immigrants of the labouring classes will be permitted to do so on making deposits subject to certain conditions, none of which restrict nominations to the mere relatives or friends of depositors.

6. If therefore I have mistaken the intentions of the Government and the Legislature, and departed from the spirit of the Regulations, by accepting deposits of this nature, I sincerely regret it; and though by so doing I may have committed an error of judgment, I trust that the character I have borne during a period of upwards of fifteen years in the public service, will convince Mr. Robertson that I was actuated in the matter by the conscientious conviction that I was doing right.

7. I may add that the only other deposits for persons to be nominated at Home have been made by Mr. Samuel Wilcox and Messrs. Dickson and Burrowes; the former having paid the sum of forty pounds for the passage of eight adults, and the latter the sum of twenty pounds for four adults.

£40.

I have, &c.,

WILLIAM R. LOGAN,
Acting Agent for Immigration.

P.S.—Since writing the above, I find that one more deposit of £3 was received from Mr. J. Mulholland.

W. R. L.

Mr. Logan is entitled to the full benefit of this argument. The forms were prepared by him, and the inapplicability, or at least the ambiguity, of the one marked B, was not detected here.

M. F.

No. 9.

A. HODGSON, ESQ., to SECRETARY FOR LANDS.

*Australian Agricultural Company,
227 (late 152), George-street, Sydney,
20 September, 1861.*

SIR,

In reply to the Under Secretary's letter of the 18th instant, I have the honor to state that I have no knowledge of the "provisions of the Vote for Immigration" to which you refer.

In applying for permission to introduce Emigrants of the labouring classes, I acted under the provisions of the Regulations of 21st June, 1861, issued by the advice of the Executive Council, and bearing your signature, and I am satisfied that the permission granted to me in pursuance of my application is strictly in accordance both with the letter and the spirit of those Regulations.

The

ASSISTED IMMIGRATION.

7

The authoritative tone assumed in your letter would lead me to suppose that you entertain a different opinion; if so, I have to request that you will inform me somewhat more definitely in what respects the permission granted to me is at variance with the Regulations.

I have to inform you, however, that I forwarded the passage certificate handed to me by the Immigration Agent, to the Governor of the A. A. Company, by the August mail, with a request that immediate steps might be taken to select the number of labourers for whom the certificate provided, and I beg you most distinctly to understand that it is not my intention to abandon the rights which I am assured I possess in virtue of the Regulations in question.

I have, &c.,

ARTHUR HODGSON,
General Superintendent, A. A. Co.

I am of opinion that the permission to introduce Immigrants not nominated in the Colony, is contrary, not only to the Regulation, but to the spirit in which the Immigration Vote was granted by Parliament. The money will be paid on application to the Colonial Treasurer.

JOHN R.

1 October.

No. 10.

UNDER SECRETARY FOR LANDS to ACTING IMMIGRATION AGENT.

*New South Wales,
Department of Lands,
Sydney, 21 September, 1861.*

SIR,

In reference to your letter of the 18th instant, relative to the passage certificate issued for certain coal miners,—I am directed to inform you, that in accordance with your suggestion, a communication will be addressed to the Emigration Commissioners by this mail, requesting them not to act upon the same.

2. With regard, however, to your statement, that in the issue of such certificate you only acted on long established precedent, I am directed by the Secretary for Lands to inquire what you mean by such allusion; the regulations under which you acted being of quite recent date.

3. I am also to request that you will state the cases you allude to as precedents.

I have, &c.,

MICHL. FITZPATRICK.

No. 11.

UNDER SECRETARY FOR LANDS to SECRETARY TO EMIGRATION COMMISSIONERS, LONDON.

*New South Wales,
Department of Lands,
Sydney, 21 September, 1861.*

SIR,

It has recently come to the knowledge of the Government, that the Acting Immigration Agent in this Colony, without the sanction of the Government, received a large sum of money from the Agent of the Australian Agricultural Company (Mr. Arthur Hodgson), as deposits to secure the introduction from the United Kingdom of a large number of coal miners, professedly under the Assisted Immigration Regulations of this Colony; and there is reason to believe that the certificate delivered to Mr. Hodgson, (No. 592), was transmitted to England by the August mail.

2. I am now directed to inform you, that the Secretary for Lands has officially intimated to Mr. Hodgson that the money so lodged by him was improperly received, and will be returned to him; the Government being clearly of opinion, that the Regulations of the 21st June last do not sanction the introduction of any persons, except such as may be named by the depositor at the time of making the deposit.

3. I am to request, therefore, that the Commissioners will not act on the certificate so obtained, should it be presented to them.

I have, &c.,

MICHL. FITZPATRICK.

No. 12.

No. 12.

ACTING IMMIGRATION AGENT to SECRETARY FOR LANDS.

*Government Immigration Office,
Sydney, 30 September, 1861.*

SIR,

With reference to the second paragraph of your letter of the 21st instant, in reply to mine of the 18th idem, relative to the passage certificate issued to Arthur Hodgson, Esq., for a number of coal miners and their families; I have the honor to inform you, that, when stating that in issuing the certificate in question, "I merely followed long established precedent," I alluded to the usage of the Office under the former Regulations, of which I considered the present mainly a revival.

2. My communication of the 19th instant particularizes the cases to which I referred as precedents.

I have, &c.,

W. R. LOGAN,
Acting Agent for Immigration.

I can only regret Mr. Logan's want of perception of what appears to me to have been his clear duty; and his still greater want of perception evinced by his not being able to comprehend the matter when called to his attention specially.

Agent for Immigration.

B. C. 3 October.

M. F.

JOHN R.

1 October.

No. 13.

UNDER SECRETARY FOR LANDS to A. HODGSON, ESQ.

*Department of Lands,
Sydney, 3 October, 1861.*

SIR,

Referring to your letter of the 20th ultimo, on the subject of the deposit recently made by you for the introduction to this Colony of Emigrants of the labouring class, under the Assisted Immigration Regulations, who were to be nominated in England; I am directed by the Secretary for Lands to state, that he is of opinion that permission to introduce Immigrants not nominated in the Colony, is contrary not only to the Regulations but to the spirit in which the Immigration Vote was granted by Parliament; and that the money will therefore be returned to you, on application to the Colonial Treasurer.

I have, &c.,

MICHL. FITZPATRICK.

No. 14.

UNDER SECRETARY FOR LANDS to UNDER SECRETARY FOR FINANCE AND TRADE.

*Department of Lands,
Sydney, 4 October, 1861.*

SIR,

I am directed to request that you will move the Honorable the Finance Minister to cause the sum of £2,400 to be returned (upon application) to Mr. Arthur Hodgson, being the amount paid by him in behalf of the Australian Agricultural Company, for the introduction to the Colony of persons to be nominated in the United Kingdom under the Assisted Immigration Regulations; it being considered that the introduction of persons not nominated in the Colony is contrary to the intention of such Regulations, to which effect Mr. Hodgson has been informed.

I have, &c.,

MICHL. FITZPATRICK.

No. 15.

SUPERINTENDENT, A. A. COMPANY, to SECRETARY FOR LANDS.

*Australian Agricultural Company's Office,
Sydney, 5 October, 1861.*

SIR,

Referring to Mr. Hodgson's letter of the 20th ultimo, on the subject of the introduction of certain labourers under the Immigration Remittance Regulations,—I have the honor to acquaint you, that I have been requested by the Managing Directors of the Coal Companies named in the margin, who were associated with Mr. Hodgson in the proceeding above referred to, to draw your attention to the fact, that as yet no reason has been assigned

for

for your statement that the permission to import the labourers in question was unauthorized; and as we have been informed, that by the last mail a communication was addressed to the Emigration Commissioners in London, instructing them not to act upon the passage certificate granted to Mr. Hodgson by the Acting Immigration Agent, I am further requested to apprise you, that we shall leave no means unemployed to ensure the completion of the engagement entered into by the Government in pursuance of their own Regulations; and shall hold the Government responsible for any loss or damage we may sustain, should the Commissioners comply with your instructions.

I have, &c.,

EDWARD C. MEREWETHER,
General Superintendent, A. A. Company.

No. 16.

SUPERINTENDENT, A. A. COMPANY, to SECRETARY FOR LANDS.

*Australian Agricultural Company's Offices,
Sydney, 10 October, 1861.*

SIR,

Having succeeded Mr. Hodgson as General Superintendent of the affairs of the Australian Agricultural Company, I have the honor to acknowledge the receipt of your letter of the 3rd instant, which having been addressed to that gentleman, did not reach me until the 5th, after mine of that date had been written.

I have submitted your reply to the gentlemen who were associated with the A. A. Company in the Immigration Deposit to which it refers, equally with myself; those gentlemen are at a loss to understand upon what grounds you base the opinion that permission to introduce Emigrants not nominated in the Colony is contrary to the Regulations.

We fearlessly assert that there is nothing in those Regulations to support such a view; and that your own forms and your own acts distinctly refute it.

The application to introduce the labourers we require was made in a Form B, which was furnished by your own officer, and is indorsed, "to be used when the persons intended to be introduced are to be nominated in the United Kingdom"; and we are aware that only a very short time prior to the date of our application, you had sanctioned the introduction of a large number of Emigrants, to be nominated in Ireland, under a deposit made by the Very Reverend Dean M'Encroe.

Of the spirit in which the Vote for Immigration was granted by Parliament we know nothing. We only recognize the Regulations of the Government, and the Forms used to give them effect; but as these have received your sanction, we cannot for one moment suppose that they are inconsistent with the intentions of the Legislature.

By those Regulations, and the rights we have acquired under them, we mean to abide; and speaking for myself and the gentlemen associated with me, I again respectfully decline to receive back the deposit made by Mr. Hodgson.

I have, &c.

EDWARD C. MEREWETHER.

No. 17.

UNDER SECRETARY FOR LANDS to CLERKS OF PETTY SESSIONS.

(Circular.)

*Department of Lands,
Sydney, 12 October, 1861.*

SIR,

With reference to the circular letter of the 29th June last, enclosing a copy of the Assisted Immigration Regulations of the 21st of that month, with instructions respecting the same, I am directed to inform you, that so much of the circular as relates to Application Form B, to be used "where the parties are to be nominated in the United Kingdom," was introduced under a misconception, and is hereby cancelled.

2. The Regulations are intended to apply only to persons *nominated* in the Colony by the depositors at the time of making the deposit.

I have, &c.,

MICHL. FITZPATRICK.

PAPERS

PAPERS relative to application for introduction of Immigrants by
Venerable Archdeacon M'Encroe.

No. 18.

ARCHDEACON M'ENCROE to COLONIAL SECRETARY.

*Committee Rooms, 66, Pitt-street,
Donegal Relief Fund,
Sydney, 6 July, 1858.*

SIR,

I have the honor, by direction of the Sub-Committee appointed for carrying out the objects of the Donegal Relief Fund, to communicate with you, with the view of ascertaining when it will be convenient to you to receive a Deputation in connection therewith.

I am further directed to request that, as the Committee contemplate taking action in this matter by the mail which will close on the 10th instant, you will be pleased to take this application into your most favourable consideration, and appoint the earliest hour convenient to yourself.

I have, &c.,
J. M'ENCROE.

No. 19.

MINUTE of Colonial Secretary on foregoing.

MR. M'Encroe called, and the Agent for Immigration being here, it was explained to him that the Remittance Regulations appeared to provide sufficiently for the object the Committee have in view; as, by providing passages for persons eligible under those Regulations, room would be so far made for the employment at Home of those who remain.

C. C.
7 July, 1858.

No. 20.

ARCHDEACON M'ENCROE to THE UNDER SECRETARY.

*Committee Rooms, Donegal Relief Fund,
66, Pitt-street, 7 July, 1858.*

SIR,

Not wishing, in the present deep affliction of the Honorable the Chief Secretary, to intrude upon him, and our principal object in soliciting an interview with him in our letter of yesterday, being to obtain a letter from the Government here, to the Emigration Commissioners in London, to the effect that Mr. J. H. Scott Durbin is our accredited Agent in the matter of the proposed introduction of labourers from the County of Donegal, Ireland, into this Colony, we would beg that you will kindly obtain this document for us, and that you will convey therein a request that every assistance be given by them to Mr. Durbin, in carrying out this matter.

We have, &c.
J. M'ENCROE,
(For the Sub-Committee.)

No. 21.

REPORT of Immigration Agent.

THE Venerable Archdeacon M'Encroe having, on the part of the Donegal Relief Committee, deposited in this Office, this day, the sum of £900 (nine hundred pounds), to be expended in providing passages for such persons as may be nominated in the United Kingdom by Mr. John Scott Durbin, their duly appointed Agent, in accordance with the terms and conditions provided by the Remittance Regulations promulgated on the 10th of August, 1857, I have accordingly issued a passage certificate equivalent to 225 adults, between the ages of 12 and 40, to be made available by that gentleman on his arrival in the United Kingdom; and I therefore see no objection to the request contained in the Archdeacon's letter being acceded to, and would suggest that the Land and Emigration Commissioners be requested to afford Mr. Durbin all the facilities in their power for carrying out the objects of the Committee, and in providing passages for such as may be selected in pursuance of the conditions imposed by the Regulations under which the passage order has been granted.

H. H. BROWNE.

B.C.
*Immigration Office,
Sydney, 8 July, 1858.*

No. 22.

No. 22.

THE UNDER SECRETARY to ARCHDEACON M'ENCROE.

*Colonial Secretary's Office,
Sydney, 8 July, 1858.*

VERY REVEREND SIR,

I have the honor to acknowledge the receipt of your letter of the 7th instant, expressing the desire of the Sub-Committee of the Donegal Relief Fund, to obtain for Mr. Durbin a letter from this Office to the Land and Emigration Commissioners, stating that he is their accredited Agent in the measures which they propose for enabling persons from Donegal to emigrate; and, in reply, I am directed by the Colonial Secretary to enclose a letter introducing Mr. Durbin, as the Agent of the Committee, to the Commissioners, who will no doubt afford him every necessary information and facility in making his arrangements for sending out, in accordance with the Remittance Regulations, the persons you desire to assist.

I have, &c.,
W. ELYARD.

No. 23.

COLONIAL SECRETARY to SECRETARY TO EMIGRATION COMMISSIONERS, LONDON.

*New South Wales,
Colonial Secretary's Office,
Sydney, 8 July, 1858.*

SIR,

I have the honor to inform you that application has been made, by the gentlemen forming the Sub-Committee in this Colony for the Donegal Relief Fund, for a letter from this Government to the Emigration Commissioners, intimating that Mr. J. H. Scott Durbin has been appointed their accredited Agent in the measures which they propose for the emigration of labourers from the County of Donegal, in Ireland, and requesting that he may be recommended to the Commissioners for any assistance which may be necessary from them in carrying out the objects of the Committee.

2. The sum of £900 has, it appears by the Report of the Agent for Immigration (of which I enclose a copy), been deposited by the Committee, under the Immigration Remittance Regulations, to be expended for passages to this Colony of the persons they desire to assist; and, as they are to be selected and sent out under the conditions prescribed by those Regulations, I have furnished Mr. Durbin with this letter as an introduction to the Commissioners, who will no doubt have the goodness to afford him such information and facilities as may be requisite in making the arrangements with which he is entrusted.

I have, &c.,
CHARLES COWPER.

No. 24.

MR. W. M. DAVIS to COLONIAL SECRETARY.

*Committee Room, Brougham Tavern,
Pitt-street, Sydney, 20 June, 1861.*

SIR,

The Committee of the management of the Donegal Relief Fund having a balance in hand of about thirteen hundred and fifty pounds sterling, are desirous, in accordance with the views of the subscribers, to expend the same in introducing into this Colony, under the Assisted Immigration Act, some portion of the people of that part of Ireland who may be in distress.

The sum of three thousand eight hundred pounds sterling has already been applied to the same purpose, in accordance with an arrangement entered into with the Government by the Committee.

Four gentlemen having been appointed, at a meeting held on the 18th instant, to wait upon the Colonial Secretary, to ascertain if the Government are prepared to allow the Committee to disburse the balance above stated, as they were formerly allowed to do, I have now the honor to request that you will do me the favour of appointing a time when it may be convenient for you to receive said Deputation.

I have, &c.,
WILLIAM M. DAVIS,
Hon. Sec. Donegal R. Fund.

Call Mr. Logan's attention to this matter, with the view of his reporting what difficulties there may be (if any) in the way. Appoint any day (say Wednesday) at 11 a.m.

JOHN R.
27 June.

No. 25.

No. 25.

MINUTE of Under Secretary for Lands.

Will Mr. Logan be good enough to say, before the day named for receiving the Deputation, what (if any) objection exists to a compliance with the wish of the Committee?
M. F.

B.C. 28 June.

I see no objection to a compliance with the wishes of the Committee.
Under Secretary for Lands,
B.C. 1 July, 1861.
W. R. L.

No. 26.

MINUTE of Secretary for Lands.

I have seen the Venerable Archdeacon McEnroe and the Deputation.
There can be no objection to the Emigrants from Donegal.
It will be necessary, however, that the Regulations shall be complied with, and that the Committee should undertake to take charge of the Immigrants on their arrival.

JOHN R.
5 July.

No. 27.

UNDER SECRETARY FOR LANDS to MR. DAVIS.

*Department of Lands,
Sydney, 8 July, 1861.*

SIR,

Referring to your letter of the 20th ultimo, I am directed to state, for the information of the Committee of Management of the Donegal Relief Fund, that there will be no objection to the expenditure by them of the funds which they have still in hand, in the introduction, under the Assisted Immigration Regulations, of such of the inhabitants of that part of Ireland as may be in distress, on the understanding that the Regulations are duly complied with, and that the Committee undertake to take charge of the Immigrants on their arrival.

I have, &c.,
MICHL. FITZPATRICK.

No. 28.

UNDER SECRETARY FOR LANDS to ACTING IMMIGRATION AGENT.

*Department of Lands,
Sydney, 13 July, 1861.*

SIR,

Referring to your Report of the 1st instant, relative to the application of the Committee of the Donegal Relief Fund for permission to expend the money still in their hands, in the introduction of Emigrants from that part of Ireland who may be in distress, I am directed to inform you that a communication has been addressed to Mr. Davis, the Secretary to the Committee, stating that there will be no objection to a compliance with their request, on the understanding that the Assisted Immigration Regulations are duly complied with, and that they undertake the charge of the Immigrants on their arrival.

I have, &c.,
MICHL. FITZPATRICK.

No. 29.

UNDER SECRETARY FOR LANDS to SECRETARY TO EMIGRATION COMMISSIONERS, LONDON.

*New South Wales,
Department of Lands,
Sydney, 13 July, 1861.*

SIR,

Application having been made by the Committee of the Donegal Relief Fund, in this Colony, to expend the money they still have in hand (amounting to £1,350), in the introduction, under the Assisted Immigration Regulations, of such Emigrants from that part of Ireland as may be in distress, I am directed to inform you that a compliance with their request has been authorized, on the understanding that the Regulations are duly complied with, and that the Committee undertake to take charge of the Immigrants on their arrival.

I have, &c.,
MICHL. FITZPATRICK.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

ASSISTED IMMIGRATION.

(UNDER REGULATIONS OF 21 JUNE, 1861.—DESPATCH FROM GOVERNMENT EMIGRATION BOARD.)

Ordered by the Legislative Assembly to be Printed, 16 January, 1862.

EMIGRATION BOARD to SECRETARY FOR LANDS.

*Government Emigration Board,
8, Park-street, Westminster,
26 November, 1861.*

SIR,

I have to acknowledge your letter of the 21st September, stating that the certificate for the introduction of immigrants, delivered to the Agent of the Australian Land Company, under the Assisted Immigration Regulations of New South Wales, had been issued under a misapprehension, and requesting that we will not act on that certificate if presented to us.

Your letter was received at this office in the afternoon of the 19th instant, but as far back as the 19th ultimo the certificate in question had been lodged with us by the Governor of the Australian Agricultural Company, and arrangements had been made by the Company to engage miners to be sent out under it. As there was nothing on the face of the certificate inconsistent with the Regulations, and as we had previously received similar certificates in favor of Archdeacon McEnroe and Mr. Wilcox, we did not consider that we had any discretion as to the admission of the claim of the Company. We accordingly informed the Governor that we should be prepared to find passages for the emigrants the Company might present to us under virtue of the certificate.

On receiving your letter we immediately telegraphed to the gentlemen employed by the Company in collecting emigrants to suspend his operations, and the same evening we informed the Governor of the Company that, in consequence of instructions from the Colony, we must consider their operations under the certificate, so far as they depended on assistance from this Board, as brought to a close. But we added, that as in the interval between the receipt of the certificate and of your letter our faith had been pledged to find passages for certain emigrants, we should feel bound to carry out our pledge to those individuals although we could not accept any more. By the same post we directed the selecting agent to send us up a list of all those to whom, up to that time, promises had been made.

That list we have received. It shews a body equal to 115½ statute adults, and for so many of those as come forward (probably between 80 and 90) we propose to find passages in the "Annie Wilson," which is appointed to sail from Birkenhead on or about the 21st of next month. We could not refuse to provide the passages promised to these people without a breach of faith which would not only have been most cruel on the people, but would have been most discreditable to ourselves, and fatal to any future operations we might have to conduct. We feel confident, under these circumstances, that the Government of New South Wales will approve the course we have adopted, and that they will feel satisfied that if we have been unable to comply literally with their wishes, we have done so to the full extent which our duty to the public allowed us to do.

I may add that we have acted in the same manner in respect of the passage certificate No. 494, issued to Mr. Samuel Wilcox, for eight statute adults—six of these, having been nominated and approved before the receipt of your letter, will be provided with passages in the "Annie Wilson," but the remaining two we have declined to accept.

I have, &c.,
S. WALCOTT.

1861.

Legislative Assembly.

NEW SOUTH WALES.

UNIVERSITY OF SYDNEY.

(BUILDING FUND ACCOUNT FOR 1860.)

*Ordered by the Legislative Assembly to be Printed, 18 September, 1861.*ACCOUNT of RECEIPTS and EXPENDITURE on account of Building the UNIVERSITY, for
Year 1860.

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Balance in Commercial Bank 1st January, 1861—Deposit at In- terest	2,000	0 0	Amount paid for—		
Building Fund Account.....	229	0 1	Masonry	497	1 9
Received Interest on above Deposit	100	0 0	Carpentry	942	18 10
			Glazing.....	376	17 6
			Architect's Commission.....	250	0 0
			Carving, Clerk of Works Salary, &c.	248	19 0
	£ 2,329	0 1		£ 2,315	17 1
			Balance in Commercial Bank—		
			Credit of Building Fund.....	£	13 3 0

HUGH KENNEDY,
Registrar.WILLIAM CHARD,
Accountant.

1861.

Legislative Assembly.

NEW SOUTH WALES.

SPECIAL ROMAN CATHOLIC EDUCATION.

(KIAMA.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Roman Catholics of the Parish and District of
Kiama,—

HUMBLY SHEWETH :—

1. That the Roman Catholics of the Colony cannot avail themselves of the National Schools.

2. That their objection to these Schools is not one which might be removed by any modification in matters of detail, but that it lies against the fundamental principle of indifference in respect of Denominational religious teaching, training, and practice, and is therefore insuperable.

3. That your Petitioners are firmly convinced that Roman Catholic children cannot be properly educated, except in Roman Catholic Schools, taught by Roman Catholics, and amidst the symbols and practices of Catholic devotion.

4. That the practically compulsory forbearance from Catholic devotional habits and destitution of Catholic symbols imposed on Catholic children in National Schools, although in theoretical statement they may be represented as simply negative, are, in reality, a most subtle and positive persecution.

5. That Catholics are as willing as any of their fellow Australians to yield any matters purely indifferent, or even practically separable, for the sake of mutual accommodation and comprehension, but that in this most important affair of education, the abandoning of their own integral system would be a barter of religious duty and privilege for which no secular advantages could be an adequate compensation.

6. That your Petitioners, therefore, nothing able to participate as other denominations may, in the presumed benefits of the National Schools, are in fact suffering an injustice, to the extent of their rateable share, in the sum devoted out of the common purse, to the so-called National Education system.

7. That your Petitioners, therefore, pray your Honorable House to redress this injustice, by causing the sum appropriated for Roman Catholic Schools to be set apart in the ratio of the Roman Catholics to the whole population, from the gross amount expended on public education, before deduction of the sum assigned to the said National Schools. Finally, that your Petitioners may have their Schools vested in Catholic trustees, and your Petitioners will ever pray.

[Here follow 71 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

SPECIAL ROMAN CATHOLIC EDUCATION.

(SHOALHAVEN.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Roman Catholics of the Parish and District of Shoalhaven,—

HUMBLY SHEWETH :—

1. That the Roman Catholics of the Colony cannot avail themselves of the National Schools.

2. That their objection to these Schools is not one which might be removed by any modification in matters of detail, but that it lies against the fundamental principle of indifference, in respect of Denominational religious teaching, training, and practice, and is therefore insuperable.

3. That your Petitioners are firmly convinced that Roman Catholic children cannot be properly educated, except in Roman Catholic Schools taught by Roman Catholics, and amidst the symbols and practices of Catholic devotion.

4. That the practically compulsory forbearance from Catholic devotional habits, and destitution of Catholic symbols imposed on Catholic children in National Schools, although in theoretical statement they may be represented as simply negative, are in reality a most subtle and positive persecution.

5. That Catholics are as willing as any of their fellow Australians to yield any matters purely indifferent, or even practically separable, for the sake of mutual accommodation and comprehension; but that in this most important affair of education, the abandoning of their own integral system would be a barter of religious duty and privilege, for which no secular advantages could be an adequate compensation.

6. That your Petitioners, therefore, nothing able to participate as other denominations may, in the presumed benefits of the National Schools, are in fact suffering an injustice, to the extent of their rateable share, in the sum devoted out of the common purse to the so-called National Education system.

7. That your Petitioners therefore pray your Honorable House to redress this injustice, by causing the sum appropriated for Roman Catholic Schools to be set apart in the ratio of the Roman Catholics to the whole population, from the gross amount expended on public Education, before deduction of the sum assigned to the said National Schools. Finally, that your Petitioners may have their Schools vested in Catholic trustees. And your Petitioners will ever pray.

[Here follow 65 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

CHARITABLE AND EDUCATIONAL INSTITUTIONS.

(WITHIN THE CITY OF SYDNEY, AND COUNTY OF CUMBERLAND.)

Ordered by the Legislative Assembly to be Printed, 17 October, 1861.

FURTHER RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 24 April, 1860, That there be laid upon the Table of this House,—

“ Information connected with the Charitable and Educational
 “ Institutions, wholly or in part maintained by Public Funds,
 “ within the City of Sydney and County of Cumberland—being
 “ Returns from the Sydney University.”

(*Dr. Lang.*)

SCHEDULE.

NO.	PAGE.
1. The Registrar of the Sydney University to the Colonial Secretary, 9th October, 1861, forwarding Returns respecting the University, called for by the Legislative Assembly ..	2

CHARITABLE AND EDUCATIONAL INSTITUTIONS.

No. 1.

REGISTRAR OF SYDNEY UNIVERSITY to COLONIAL SECRETARY.

University of Sydney,

9 October, 1861.

SIR,

I do myself the honor to transmit herewith the following Returns called for by the Legislative Assembly, viz. :—

1. The Names and Dates of Appointment of the Members of the Senate of the University, from 1st January, 1855, till 31st December, 1859.

2. The Names and Dates of Appointment of Officers, &c., of the Institution ; together with the particulars of the annual Salaries, Fees, and Allowances, of same.

3. Number of Attendances of Members of the Senate at Meetings of the Senate, during each year.

4. The Number of times in each Year in which the Transaction of Business was postponed, in consequence of the non-attendance of a Quorum.

5. A detailed Account of all Moneys received and expended during the period from 1st January, 1855, to 31st December, 1859.

I have, &c.,

HUGH KENNEDY,

Registrar.

CHARITABLE AND EDUCATIONAL INSTITUTIONS.

3

No. 1.

RETURN shewing the Names and Date of Appointment of the Members of the Senate of the University, from 1 January, 1855, to 31 December, 1859.

NAME.	DATE OF APPOINTMENT.	REMARKS.	
Allen George	7 September, 1859.	The Visitor of the University is the Governor of the Colony for the time being.	
Allwood Robert, B. A.	15 May, 1855.		
* Boyce William Birmingham	24 December, 1850.		
* Broadhurst Edward	24 December, 1850.		
Cooper Sir Daniel	9 February, 1857.		
* Darvall John Bayley, M. A.	24 December, 1850.		
Denison Alfred, M. A.	5 August, 1857.		
* Donaldson Stuart Alexander	24 December, 1850.		
Douglas Henry Grattan, M. D.	10 December, 1853.		
Fancutt Peter, B. A.	4 May, 1859.		
* MacArthur James	24 December, 1850.		
Martin James	4 August, 1855.		
* Merewether Francis Lewis Shaw, B. A.	24 December, 1850.		Elected Vice-Provost, 13th March, 1854, and annually re-elected. Elected Provost, 13th March, 1854, and triennially re-elected.
* Nicholson Sir Charles	24 December, 1850.		
* O'Brien Bartholomew, M. D.	24 December, 1850.		
* Plunkett John Hubert, B. A.	24 December, 1850.		
Polding the Most Rev. Archbishop, D. D.	21 March, 1856.		
Purves William, M. A.	10 February, 1855.		
* Terry Roger	24 December, 1850.		
* Thomson Edward Deas	24 December, 1850.		

* Constituted Members of the Senate by Royal Proclamation, 24th December, 1850.

No. 2.

RETURN shewing Name and Date of Appointment of Officers, &c., of the University, and Annual Salary, Fees, and Allowances of same.

NAME.	OFFICE.	DATE OF APPOINTMENT.	ANNUAL SALARY.	ALLOWANCES.	FEES.	TOTAL.	REMARKS.
			£ s. d.	£	£ s. d.	£ s. d.	
John Woolley, D.C.L.	Professor of Classics and Logic.	2 Feb., 1852	925 0 0	* 200	110 10 0	1,235 10 0	The fees are calculated on the average of five years.
Morris Birkbeck Pell, B.A.	Professor of Mathematics.	Do.	825 0 0	* 150	141 15 0	1,116 15 0	
John Smith, M.D.	Professor of Chemistry, &c.	Do.	675 0 0	* 120	141 15 0	936 15 0	
Hugh Kennedy, B.A.	Assistant Professor of Classics.	2 Apl., 1855	.....	.....	47 5 0	47 5 0
John F. Hargrave, M.A.	Reader in General Jurisprudence.	15 Sep., 1858	100 0 0	.....	33 12 0	133 12 0
Pierre Dutruc	Reader in French	4 June 1853	30 0 0	.....	25 4 0	55 4 0
Hugh Kennedy, B.A.	Registrar	10 Sep., 1853	400 0 0	.....	.....	400 0 0
Ditto	Librarian	2 Apl., 1855	.....	.....	.....	.....
Henry Cary, M.A.	Examiner in Classics	1 Sep., 1855	21 0 0	.....	.....	21 0 0
William Scott, M.A.	Examiner in Mathematics	Do.	21 0 0	.....	.....	21 0 0
Richard Greenup, M.D.	Examiner in Chemistry, &c.	Do.	21 0 0	.....	.....	21 0 0
A. M. A'Becket	Examiner in Medicine	2 July, 1856	.....	.....	.....	.....
George Bannet	Do. do.	Do.	.....	.....	.....	.....
Richard Greenup	Do. do.	Do.	.....	.....	.....	.....
John M'Farlane, M.D.	Do. do.	Do.	.....	.....	.....	.....
Charles Nathan	Do. do.	Do.	.....	.....	.....	.....
James Robertson, M.D.	Do. do.	Do.	.....	.....	.....	.....
George West	Do. do.	Do.	.....	.....	.....	.....
W. C. Windoyer, M.A.	Esquire Bedell	13 June 1856	.....	.....	.....	.....
Joseph Burrows	Yeoman Bedell	1 Nov., 1852	100 0 0	House	.....	100 0 0
George Peeps	Messenger	31 Dec., 1857	145 12 0	.....	.....	145 12 0
Joseph Eggleston	Gardener	1 Apl., 1856	109 4 0	House	.....	109 4 0

* House.

HUGH KENNEDY,
Registrar.

No. 3.

RETURN of Attendances of Members of the Senate, at Meetings of the Senate, from 1st January, 1855, to 31st December, 1859.

NAME OF MEMBER OF SENATE.	NUMBER OF THE MEMBER'S ATTENDANCES.					REMARKS.
	1855.	1856.	1857.	1858.	1859.	
Allen George .....	..	..	..	..	3	Elected, 7th September, 1859.
Allwood Robert, B.A.	12	21	22	15	18	Elected, 15 May, 1855.
Boyce William Binnington	15	4	..	..	..	Left the Colony, May, 1856.
Broadhurst Edward	7	7	..	..	..	Resigned, February, 1857.
Cooper Sir Daniel .....	..	..	15	16	14	Elected, 9th February, 1857.
Darvall John Bayley, M.A. ....	..	..	4	..	..	Left the Colony, 1858.
Denison Alfred, M.A. ....	..	..	5	18	20	Elected, 5 August, 1857.
Donaldson Stuart Alexander	15	11	17	14	3	Left the Colony, February, 1859.
Douglass Henry Grattan, M.D.	12	12	12	10	11	
Faucett Peter, B.A. ....	..	..	..	..	5	Elected, 4th May, 1859.
Macarthur James	1	6	4	5	8	
Martin James .....	..	..	..	2	4	Elected, 4th August, 1858.
Merewether Francis Lewis Shaw, B.A. ...	20	17	22	26	20	
Nicholson Sir Charles	21	8	..	1	22	Absent on leave, from March, 1856, till February, 1858.
O'Brien Bartholomew, M.D.	14	16	18	16	12	
Plunkett John Hubert, B.A.	9	17	20	16	17	
Polding The Most Revd. Archbishop, D.D.	..	5	18	10	4	Elected, 21st March, 1856.
Purves William, M.A.	1	4	5	7	8	Elected, 10th February, 1855.
Therry Roger	5	5	7	7	2	
Thompson Edward Deas .....	..	12	25	14	18	Absent on leave, from January, 1854, till February, 1856.

The Governor visits annually at the Commemoration.
No case requiring a special visitation has arisen.

HUGH KENNEDY,
Registrar.

No. 4.

RETURN, shewing the number of times in each Year in which the Transaction of Business was postponed, in consequence of the non-attendance of a Quorum.

1855.	1856.	1857.	1858.	1859.
3	3	4	3	4

HUGH KENNEDY,
Registrar.

No. 5.

RETURN of the Receipts and Expenditure of the University of Sydney, for Year ended 31st December, 1855.

RECEIPTS.			DISBURSEMENTS.		
	£	s. d.	£	s. d.	
Received—					Paid—
From the Government, the amount of Endowment under the Act	5,000	0 0			For Salaries, charges for Printing, repairs to Building (Hyde Park), Stationery, and sundry charges
From the Government, for Building Fund	10,000	0 0			4,054 12 8
Loan from Commercial Bank, to pay the Shareholders of the Sydney College	1,000	0 0			On account of the new Buildings, and Architect's Commission
Pasturage	192	10 0			20,150 0 0
			16,192	10 0	University Scholarships. .
					662 10 0
					Placed at the disposal of the Trustees of the Sydney College, per credit on Commercial Bank
					1,000 0 0
Balance in Commercial Bank, 1st Jan., 1855—					25,867 2 8
Building Fund	9,800	0 0			Balance in Commercial Bank—
			9,800	0 0	Building Fund Account
					28 15 0
					General Account
					96 12 4
					125 7 4
			£	25,992 10 0	£
					25,992 10 0

RETURN

CHARITABLE AND EDUCATIONAL INSTITUTIONS.

5

RETURN of Receipts and Expenditure of the University of Sydney, for Year ended 31st December, 1856.

RECEIPTS.				DISBURSEMENTS.							
	£	s.	d.	£	s.	d.	£	s.	d.		
Received—							Paid—				
From the Government, the amount of Endowment under the Act ..	5,000	0	0				For Salaries, charges for Printing, Stationery, and sundry expenses ..	3,309	10	11	
From Sale of Debentures, with Interest added to date of sale	15,144	12	9				On Account of the Building, including Architect's Commission	20,808	1	0	
For Sale of Sydney College Building to Trustees of Grammar School	12,000	0	0				Commercial Bank Loan, incurred last year to pay Trustees of Sydney College	1,000	0	0	
Interest on Debentures belonging to Scholarships under Private Foundations	173	11	9				University Scholarships	475	0	0	
Vice-Provost, for a Medal	10	0	0				Ditto under Private Foundations	100	0	0	
Pasturage	123	15	0				For Debentures for the Levey Scholarship	647	10	0	
Fees from Students, after paying Professors their shares	174	12	6				Balance in Commercial Bank—				
Balance in Commercial Bank, 1st Jan., 1856—							Building Fund Account	366	12	9	
Building Account....	28	15	0				General Account.....	5,445	4	8	
General Account	96	12	4								
(Besides Debentures on hand valued at £16,800.)											
				32,751	19	4					
									32,751	19	4

RETURN of Receipts and Expenditure of the University of Sydney, for Year ended 31st December, 1857.

RECEIPTS.				DISBURSEMENTS.									
	£	s.	d.	£	s.	d.	£	s.	d.				
Received—							Paid—						
From Government, the amount of Endowment under Act.....	5,000	0	0				Salaries, charges for Printing, Stationery, and sundry expenses.....	2,967	13	11			
From sale of Debentures, with Interest thereon..	13,098	1	9				For Building, including Architect's Commission	22,240	0	0			
Interest on Barker, Cooper, Deas Thomson, Levey, and Wentworth Debentures	144	0	7				Furniture.....	400	0	0			
Pasturage.....	151	5	0				University Scholarships	262	10	0			
Fees from Students, after paying Professors their shares	212	12	9				Ditto under Private Foundations.....	101	5	0			
From Sir D. Cooper, for Scholarship Stipend for 1857	50	0	0				To London Agents, for disposal by Sir Charles Nicholson.....	260	0	0			
From W. Fanning, Esq., (not yet appropriated)	100	0	0				Interest to Commercial Bank on overdrawn Account	92	0	8			
Balance in Commercial Bank, 1st Jan., 1857—				18,756	0	1	Total of Expenditure.....			26,323	9	7	
Building Fund Account	366	12	9				* Being in excess of Receipts			1,755	12	1	
General Fund Account	5,445	4	8				Due to Commercial Bank, thus:—						
				5,811	17	5	To debit Building Fund Account	2,462	9	9			
							Less at credit, General Account	706	17	8			
				£	24,567	17	6				1,755	12	1

* To cover this, there are in the hands of the Bank 44 Government Debentures of £100 each, worth, at this date, 96 per cent., say £4,224.

1861.

NEW SOUTH WALES.

DENOMINATIONAL SCHOOL BOARD.

(REPORT FOR 1860.)

Presented to both Houses of Parliament, by Command.

CHAIRMAN OF DENOMINATIONAL SCHOOL BOARD to COLONIAL SECRETARY.

*Denominational School Board Office,
26 August, 1861.*

SIR,

In reply to your communication of the 7th of January, 1861, I have the honor, on behalf of the Denominational School Board, to submit their Report for the year 1860.

This Report would have been forwarded at an earlier date had the Board been fully supplied with the necessary information.

I have, &c.,

GEO. ALLEN,

Chairman.

FINANCE.

RECEIPTS.

	£	s.	d.
Vote for Denominational Schools for 1860	25,000	0	0
Church and School Estates Revenue for 1859-60	802	19	8
	<hr/>		
	£25,802	19	8

DISBURSEMENTS.

	£	s.	d.	£	s.	d.
Teachers' Salaries and Allowances	16,185	17	0			
Books and Apparatus, Freight and Expenses	1,102	0	1			
Travelling Expenses of Teachers	198	4	0			
Printing, Stationery, Advertisements, &c.	227	16	0			
Building and Repairing Schoolhouses	461	3	7			
Office Expenses, including Secretary's Salary, Rent, Contingencies, &c.	557	11	0			
	<hr/>					
				18,732	11	8
February 15th, 1861—Balance				7,070	8	0
				<hr/>		
				£25,802	19	8

E. E.

53—A

RETURNS

DENOMINATIONAL SCHOOLS.

RETURNS CONNECTED WITH DENOMINATIONAL SCHOOLS FOR THE YEAR 1860.

SCHOOLS

Number of Schools.	DENOMINATION.	Number of Children on the Books, December 31st, 1860.			Average Number of Children for each School.			Average Daily Attendance during 1860.	SUPPORT FROM GOVERNMENT.			Fees paid by Parents to Teachers in 1860.	Total Cost of Children's Education in 1860.	Proportion paid by Government for each Child in 1860.	Proportion paid by Parents for each Child in 1860.	Average Cost of each Child's Education in 1860.																
		Boys.	Girls.	Totals.	Boys.	Girls.	Totals.	Totals.	Vote for 1860.																							
									Salaries.	Books, &c.	Totals.																					
		£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.													
147	Church of England ..	4,466	3,872	7,838	30	23	53	5,360	11,738	0	0	1,014	0	0	12,752	0	0	6,774	1	1	19,526	1	1	1	12	7	1	3	1	2	15	8
18	Presbyterian.....	699	450	1,039	33	25	58	880	2,289	0	0	198	0	0	2,487	0	0	989	4	11	3,476	4	11	2	7	10	0	18	0	3	5	10
12	Wesleyan	438	307	740	36	25	61	508	1,262	0	0	109	0	0	1,371	0	0	730	0	8	2,101	0	8	1	1	0	0	18	5	1	19	5
87	Roman Catholic	3,203	2,547	5,750	30	29	65	3,876	7,171	0	0	619	0	0	7,790	0	0	3,960	18	4	11,760	18	4	1	7	1	1	3	9	2	10	10
..	Board Expenses ....	....	....	....	..	..	..	.....	.....	.....	.....	600	0	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
264	TOTALS	8,701	6,676	15,377	..	..	..	10,574	22,460	0	0	1,940	0	0	25,000	0	0	12,454	5	0	37,454	5	0	.....	.....	.....	.....	.....	.....	.....	.....	.....

10 May, 1861.

C. E. ROBINSON,
Secretary.

SCHOOLS.

Urgently as the increase (viz. £5,000) voted for Denominational Schools for the year 1860 was required, the Board were unable to take full advantage of it during that year, owing to the late period at which the Estimates were passed in Parliament.

Notwithstanding the pressing applications which the Board had for some time been receiving for the establishment of new Schools (copies of which applications have been appended to Reports for previous years), and the great desire on the part of the Board to commence a system of School inspection, they were unable to take any steps in reference to these important matters until the increase to the vote in question was secured.

In ordinary establishments, where a more extended sphere of operations is contemplated, it is comparatively easy to effect such changes almost as soon as the necessary funds are obtained; but, in opening Denominational Schools, where the assistance granted by the Board is only a portion of the whole expenditure required, both as regards salaries and buildings, other elements have to be brought into operation before Schools can be set going, not that the Board find any backwardness on the part of the originators of new Schools, but because they cannot encourage private enterprise, which of itself is not sufficient for its purpose, by promises of assistance until the means of fulfilling these promises are secured.

The same remarks applied to Denominational Schools in the year 1858, when an increase was made for that year, so late in the Session, that full advantage could not be taken of it during the then current year; yet, in the first six months of the succeeding year, the number of the Schools and of the children in attendance was much increased.

Among the objects which, owing to the extended means placed at their disposal, the Board have lately been able to accomplish, are the establishment of a regular Training School in connection with the Church of England, the appointment of an Inspector of Roman Catholic Schools, and the re-organization of the Wesleyan Model School under a Teacher lately arrived from the Wesleyan College, at Westminster. In addition to these important changes, the Board have been able to slightly raise some of the salaries of Teachers, and to grant salaries to some of the new Schools, which have been urgently brought before them by the various heads of religious bodies. They have also had it in their power to allow several grants of money in aid of building and repairing Schoolhouses, where the sites are held in trust for School purposes, and where sums equal to (and, as it appears in many cases, far exceeding) those granted have been locally contributed.

The Board hereto append Reports and communications from the Church of England Appendix A,
Bishops of Sydney and Newcastle, the Roman Catholic Archbishop of Sydney, the Moderator " B,
of the Presbyterian Synod, and the Master of the Church of England Training School at " C,
St. James'. " D,
" R

The great encouragement which the small increase to the Denominational Vote appears to have given, and the large field of improvement which, from these communications, is still shewn to exist, opens up this important question—"Should the willing exertions of the various religious bodies in favour of Denominational Education continue to be retarded and discouraged from want of reasonable means?" The Board again respectfully urge upon the Government that a further increase should be placed at their disposal, to enable them to meet some of the pressing demands made upon them.

GEO. ALLEN, Chairman.

JOHN DUNSMURE.

P. FAUCETT.

ALEXR. GORDON.

APPENDIX A.

*Church of England Schools Office,
1 July, 1861.*

Sir,

I regret that I have been prevented, by various circumstances, from replying at an earlier date to your letter of May 7, in which you ask for information regarding the operations of our Training Schools during the past year, and our Schools generally within the same period. I beg now to enclose a copy of the Report of the Training Master, in a letter to the Lord Bishop, which supplies, as far as regards the Training School, all the information you desire.

It affords me much pleasure at the same time to bear testimony, not only to the accuracy of the statements which are contained in the Report, but also to the regularity and assiduity with which both the Training Master, and the Head Master of the Model School have attended to their respective duties.

The Board will be glad to learn, that there are good evidence in several quarters of the improvement which has been effected in the training of our Teachers, and that the expense which has been incurred for this object is justified by experience. There are now in the Diocese of Sydney, several Schools conducted with a fair amount of ability and efficiency, by Masters who have received their only training in the Model School; while we have ample proof that without this means of preparing Teachers it would be quite impossible either to supply the vacancies which occur from time to time in existing Schools, or to provide for the due management of new Schools, as they may be brought into operation.

The subject is, however, one which should be viewed prospectively; and its aspect when thus regarded, becomes still more important. The steady increase of our population, and their probable dispersion throughout the Colony; the upgrowth of new townships and villages, and the settlement of agricultural and gold-digging, and other communities in various parts, will, ere long, render the demand for increased means of education, and among these of competent Teachers, much greater than at present. And if we do not train them, we can hardly expect that they will be found when required.

In connexion with this view of the subject, I would invite the attention of the Denominational School Board, to the fact, that hitherto no provision has been made in our Schools for pupil Teachers, owing to the utter inadequacy of the funds provided to meet the demands made upon them. And yet these are the material out of which our Teachers ought, as in the English National Schools, to be reared.

The

The reason why His Lordship has forborne to press this matter upon the consideration of the Board, has been his knowledge that the whole of our share in the Educational Grant was absorbed in satisfying the most urgent claims for Primary and Infant School Teachers; and, that there are numerous applications for these, which, for the above reason, could not be brought forward at all.

It is greatly to be regretted that a more liberal Educational Grant has not been made by the Parliament, and that our means of providing for the education of that portion of the youth of the Colony which falls under our care is so limited.

II.—But I pass on to speak of our Schools and their condition.

The number sanctioned by the Denominational School Board, at the close of the year, was ninety-five; but of these, seven were not brought into operation, partly from the want of Teachers to conduct them; partly because the buildings in which they were to be conducted were not ready for occupation. To this number may be added (5) five *supplemental* Schools, *i.e.*, Schools to which a salary is granted for one year, without any pledge for its continuance beyond that period. Such, however, is the desire for Church Schools, under the superintendence of the Clergy, that nearly (20) twenty applications have been recorded in addition to the above; the answer which His Lordship is obliged to give to the applicants being that there are no funds available. The children in these districts are, in consequence, growing up destitute of the means of scholastic training, or even of acquiring the simplest rudiments of instruction.

Regarding the *condition* of our Schools, the Board will bear in mind that, during the second half-year, there was no paid Inspector recognized by them. Having resolved to terminate their engagement with the late Inspector, on the 30th June, Mr. W. J. Cuthbert, ceased from that date to hold that office, and the inspection has since been left to the Clergy and the Local Boards.

From the Returns sent in by them, and from information otherwise obtained, there is reason to believe that a considerable number of our Schools are very creditably conducted; though, in some respects, there is still room for improvement in all.

During the present year, it is intended to employ the Training and Organizing Master occasionally in the duties of Inspector.

There is one point which I should wish to bring under the notice of the Board, in connexion with the Resolution passed by them, that no salary should be under sixty pounds (£60) for a Primary, and fifty pounds (£50) for an Infant School Teacher.

As a general rule, this is undoubtedly desirable; and it would be well if we could afford to *increase* the stipends of the majority of the Teachers. But there are some Schools whose average attendance is so small as to enhance considerably the cost of education to each child, and it may be a question whether such a rule should apply to them. I find that, of our Schools now in existence,

2	have an average attendance of	150
3	"	100
4	"	80
6	"	70
9	"	60
15	"	50
11	"	40
24	"	30
14	"	20
12	"	below

Now, it is undoubtedly necessary, if the children of the Colony are to be educated, to have these small Schools in the sparsely peopled districts of the interior; for, if such Schools are not sustained by some allowance from the Public Funds, it is very problematical, to say the least, whether they will be carried on at all. Rather, it is tolerably certain that they will not. And I would suggest for the consideration of the Board, whether it might not be expedient so far to modify this rule as to allow of such small Schools as I have referred to, where the average attendance is under twenty, to be placed on the list as somewhat exceptional; one-half of the ordinary stipend being allotted to them upon the condition—to be attested by some competent person—that the School has been satisfactorily conducted. It is probable, that, by such encouragement being held out to Teachers in small country districts, education, in its simpler elements, might be much more widely extended.

III. Great inconvenience has been felt from the want of funds for School buildings and repairs. The amount accruing from the Church and School Estates Revenue each year is so small that it affords only the most scanty relief to those by whom such relief is needed.

Were local efforts aided by public contributions to the extent which is afforded under the National Board, the stimulus to the erection of Church Schools would be far greater than at present; and many substantial buildings would exist in places where they are at present only temporary. Would it not be possible for the Denominational School Board to obtain some additional funds from the Government for this object, in order that the two Boards might, in this respect, be placed upon an equality?

In the meantime, however, I would beg leave to recommend, on behalf of His Lordship, and with his sanction, that the balances which may annually accrue from vacancies in Schools, &c., may be regarded as generally applicable to this purpose, upon such terms as to stimulate the private benevolence and liberality of the members of our Church in providing and furnishing buildings for the education of our youth.

Trusting that the remarks now offered may be acceptable to the Board, while showing at the same time our increasing wants, and the urgent need of further assistance,

I remain, &c.,

WILLIAM M. COWPER.

The Secretary of the Denominational School Board.

APPENDIX B.

Morpeth, 25 May, 1861.

Sir,

In reply to your letter of the 9th instant, in which you ask me to furnish you with any information relative to the Church of England Schools, in the Newcastle Diocese, which I consider might be advantageously inserted in your Report, I send you, with much pleasure, some information on the following subjects:—

I.—The present state of our Schools.

II.—The reasons why the state of our Schools should be considered highly satisfactory.

III.—Some suggestions relative to the appropriation of future grants.

I.—The present state of our Schools:—

I may confidently affirm that the Church of England Schools in this Diocese have, during the last few years, greatly improved. They are still far from perfect—because we have not yet granted for Denominational Schools a due proportion of the public funds available for education, and, therefore, have not the means of providing either agents or machinery, such as we could desire. Still our Schools have greatly improved. They are really progressive, and this progressive improvement is very obvious with respect both to School Masters and School buildings.

(a.)

DENOMINATIONAL SCHOOL BOARD.

5

(a.) We now each year obtain from England some regularly trained Masters, and this is effected not only through my Commissaries in England for the Diocese in general, but some of the Clergy have, through their friends in England, taken great pains to obtain a really efficient Master and Mistress for the School in their own parish. The Masters thus chosen are referred to my Commissaries, who inquire into their general character, and examine their testimonials, and provide such as they approve of with £50, if married, and with £25, if unmarried, towards the expenses of their passage to this Colony.

I may mention the Schools of Christ Church, Newcastle, and of Scone, and of Raymond Terrace, as greatly improved under the charge of Masters lately obtained from England; and there is every prospect, that, in a few years, the old class of Masters will give way to others who are fully qualified for their important office.

(b.) Our School buildings also have been greatly improved: much more improved than could have been expected, when we consider the little aid your Board is able to give for this purpose from the funds at its disposal.

From the last printed Report of your Board, it appears that, during the year 1859, aid was given towards the building and repair of the 227 Denominational Schools, to the very small amount of £664; while the National Board expended during the same year, 1859, on its 73 vested Schools the sum of £5,356.

One excellence, however, of your Denominational system is the strong appeal which it makes to the religious sympathies of the members of the different denominations; and for the generous aid thus obtained I have been enabled to provide excellent School buildings at Morpeth; Christ Church, Newcastle: St. John's, Newcastle; Stroud, Tamworth, and Armidale; and this year we are building or rebuilding superior Schools at St. Mary's, West Maitland, East Maitland, Singleton, Nundle, and Rolland Plains; while almost all the other School buildings are being placed in good substantial repair.

Thus our School Masters and School buildings are really improving. I will mention—

II.—The reasons why this progressive improvement should be considered highly satisfactory:—

I have already said that our Schools are far from perfect; and the reason of this is, that your Board has not the means placed at its disposal to make them so, except by the long process of gradual improvement. If we are asked whether we have an efficient department for training Masters, like the National Board, we must answer, no. If we are asked whether we have any general system of inspection in operation, we must again answer, no. And why not? Is it because the Denominational system of education does not admit of these valuable aids? Far from it. The warmest supporters of the National or Irish system of education do not assert this. In the Second Progress Report, from the Select Committee of Education (1854), in the evidence of Sir Charles Nicholson, it is asked (Question 68, p. 61).—"Are there any of the regulations you have stated, as to the training of Masters incom-
patible with the Denominational system?" And the answer to this question is—"Certainly not."

Why then has not the Denominational Board these valuable aids to efficient education in operation? For this simple reason—It has not the funds necessary to maintain a training department, or a system of effective inspection. For many years, the whole grant of the Denominational Board was absorbed in the payment of existing stipends, and in the purchase of school books; and though the grant has for the last two years been increased, it is still wholly insufficient, and more urgent wants have still to be first supplied.

What facts respecting funds do the last printed Reports of the two Educational Boards (for 1859) disclose? During 1859, the average attendance of children in—

Denominational Schools, was	11,268
National Schools	6,450

which is in the ratio of 44 to 25. If, then, the grants to the two Boards were in due proportion to the number of children educated by them, and the grant for National Schools for 1860 and 1861, was £25,000, the grants for Denominational Schools should have been £44,000 instead of £25,000, the amount really granted; while the grants to the two Boards are so disproportionate to the number of children educated by them, it is no wonder that the Denominational Schools are without many advantages which the National Schools enjoy; or that only £664 was expended in 1859, in the erection and repair of 227 Denominational Schools, while £5,356 was expended on the 73 vested Schools of the National Board.

And if it be said that large sums of public money may now justly be expended in the erection of National Schools, because in past years very large sums of public money have been granted for the erection of Denominational Schools; the answer to this statement is this,—That the fact asserted is untrue, and completely refuted by the return made to the Legislative Council, of all moneys expended in the erection of Denominational Schools, shewing the amount derived from private sources, and the amount granted from public funds. This Return was as follows:—

Expenditure in erecting the School Buildings of the different Denominations.

	Private Subscriptions.			Government Aid.			Total Expenses.		
	£	s.	d.	£	s.	d.	£	s.	d.
Church of England Schools—									
Diocese of Sydney	7,350	0	0	1,779	0	0	9,129	0	0
Diocese of Newcastle	4,534	0	0	770	0	0	5,304	0	0
Presbyterian Schools	2,897	17	8	241	1	10	3,138	19	6
Wesleyan Schools	1,583	0	0	92	0	0	1,675	0	0
Roman Catholic Schools	4,364	0	0	960	0	0	5,324	0	0
	£20,726	17	8	£3,842	1	10	£24,570	19	6

Thus the whole amount of Government funds expended in the erection of 171 Denominational Schools, which were in existence when this Return was made, was £3,842, while the amount expended in the erection of 73 National Schools has been, on the average, for each of twelve years, more than £5,000, and, in some years amounted, as in 1855, to upwards of £10,000 in one year.

These are the facts which make the progressive improvement of our Denominational Schools so highly satisfactory. If we consider the smallness of the funds at the disposal of your Board, it must be acknowledged that the good effected has been far beyond what could have been expected, and thus the opinion of Sir John Kay Shuttleworth is confirmed, when he asserted the great advantage, if not the absolute necessity, of educating the children of England through the great religious bodies, which is the principle of Denominational Education.

III. I would now offer some few suggestions for the consideration of your Board, respecting the appropriation of the Government grant in future years.

In a late communication I tried to impress upon your Board that the two points in which Denominational Schools are working at a great disadvantage, in comparison with National Schools, are these: First—A great deficiency of the best School apparatus; and, secondly—An almost total absence of aid in erecting and repairing School buildings.

To remedy these defects would it not be expedient—

1st. If one-tenth of the Government grant is not now required for School books alone, still to allow the appropriation of one-tenth for the supply of books, with School furniture and apparatus.

2nd.

2nd. It is stated in the Report of the National Board for 1855, p. 13,—“Perhaps the most prominent of the hindrances to education is the difficulty in obtaining funds for the erection of decent School buildings. A proper Schoolhouse and Master's residence cannot be erected anywhere for much less than £400, and to contribute one-third of this sum is often beyond the means of the inhabitants of country districts.” And again, in the Report of the National Board for 1859 (p. 6, l. 2), it is stated—“This lack of the necessary funds (*i. e.*, of funds required to be contributed for the erection of Schools) is universally found to be the principal obstacle to the establishment of vested Schools, and consequently to the spread of the National system.”

If this be true in the case of vested National Schools, when two-thirds of the expense is provided by the National Board, and only one-third has to be contributed by the promoters of the School, how much more must it be the case, when, as hitherto, in establishing Denominational Schools, the residents are required to contribute the whole amount required for the buildings. If, then, the difficulty of providing one-third of the expense of building is confessedly so great—would it not be wise and expedient for your Board to exercise the power, which it undoubtedly possesses, of lessening the difficulty of providing the whole expense of building, and to appropriate some portion of the annual grant to building purposes. Why should not one-tenth of the grant be set apart for building and repairing Schools—when the National Board expends in this way more than one-fourth of its annual grant, in which case your Board might retain in force its present regulation of requiring any grant for building purposes, to be met by an equal amount contributed from other funds.

3rd. Again, in the Report of the National Board for 1859, p. 26, there is the following statement:—“We are aware of the existence of numerous localities in which a School of twenty children might be formed, but in which it is highly improbable that the minimum required by the Board could be obtained for many years to come. These places, which, perhaps, have the most imperative claim for state interference and assistance, are virtually excluded from any participation in the public funds by the operation of the Board's rule, which requires the attendance of thirty pupils at least. The difficulty may be met, to some extent, by awarding aid to such Schools at a reduced rate, in proportion to the number of pupils in actual attendance.”

On this subject I have conversed with you before, and, supported by this statement from the Report of the National Board, I would suggest, for the consideration of your Board, the expediency of encouraging Schools in thickly populated localities, by granting half salaries in cases where for a long time so great a number as thirty children are not expected to be in average attendance.

I will conclude this letter by calling your attention to the avowed failure of the local patrons of National Schools, as set forth in the last Report of the National Board (1859), p. 24, which should make us value most highly one of the chief excellencies of the Denominational system, namely, in the constant superintendence of our Schools—by the clergy, who thus fulfil the duty of feeding the minds of its flock committed to their care.

The Secretary of
The Denominational Board,
&c., &c., &c.

I remain, &c.,
W. NEWCASTLE.

APPENDIX C.

St. Mary's Cathedral,
29 August, 1861.

Gentlemen,

Having been informed that you are about to present to the Legislature your Annual Report of the condition and prospects of the Denominational Schools, I avail myself of the occasion to state to you, at once, my satisfaction in the results that have been obtained by the slight increase of means placed in our hands by the last year's vote, and my conviction that a still further increase is urgently called for. I am but adding my own testimony to the stock of general experience, when I express my belief that, unless a decently liberal scale of payment can be secured for our Teachers, it is in vain to hope for the qualifications and the perseverance necessary for their important but ill-appreciated work.

Whilst, however, I am most anxiously desirous that our School Masters should receive stipends adequate to their support in such condition and habits of life as befit their occupation, and that they should not relatively be worse paid than those who toil in unskilled labour, yet I would have them fully accomplished for their position, so that their acknowledged worth should be felt by all to merit more than we claim for them. I would by no means have any competent judge suspect that their remuneration went beyond their social value.

And, therefore, it is, Gentlemen, that I now do myself the honor to intreat you to provide me, if possible, with means to do something more towards raising the standard of qualifications in our Teachers. What we have already achieved in this sort gives me great desire and great hope of further success. Our present Model School has done what was fairly to be expected from it. I have no fault to find—rather praise is due. But still, as we have gained one step, we would mount the next higher, and I desire to establish a Model and Training School with more ample means, and, of course, with higher aims.

I have, therefore, determined, at some considerable inconvenience and cost, to allow St. Mary's Seminary, a large and handsome building, to be occupied as a Roman Catholic Metropolitan Model and Training School. My hope is, that the Denominational Board will be able to supply salaries for the School Master, for the Training Master, and allowances for candidate Teachers, at the rates adopted in other principal establishments in Sydney.

I should certainly recommend that funds necessary for insisting on a prolonged training of candidate Teachers be, if possible, provided. It is comparatively easy to obtain men possessed of sufficient knowledge. The grand difficulty lies in finding them endowed with desirable manner, and practised in successful methods of teaching. Our weak point is here, and it boots little to speculate on the cause. The only remedy is obviously a systematic and lengthened training of Teachers in their special work. This training, intended to form the Teachers to the requisite habits, and enable them to apply intelligently the sound theories they are taught, can only be given in such establishments as that for which I now solicit your support.

If you decide upon affording me this support, you will, perhaps, permit me to suggest, that, for the first year, funds may be derived from the unexpended balance of 1860. Afterwards, the Legislature, we must hope, may be pleased to extend its vote. We trust to give proof to it, and to the public generally, that, in this matter at least, pecuniary liberality is the true economy.

In the Report of the National Schools the two systems are spoken of as rival systems; one flourishing only in the weakening or destruction of the other. I think that no such antagonism need be kept perpetually in mind; and I say this without meaning in the least to express any abatement of the earnestness of my protest against a system of education which we believe to be fatally unsound in principle.

Yct,

DENOMINATIONAL SCHOOL BOARD.

7.

Yet, even for friendly rivalry, there should be fair conditions, and we have to hope that the Legislature will allot resources to the Denominational equal to those of the National Board. I should then have no fears for the result of public comparison, although the Denominational measures of value in the education of the young are not precisely the same, nor are they so readily exhibited to popular appreciation as those in favour with the National system. However, what we have at this moment to deprecate, is, the imposition of an Egyptian task, and to urge that the rulers and disbursers of the common revenue should not expect one class of the community to produce, in the work of education, the results, without the means, of labour.

The Denominational
Board of Education.

I have, &c.,
† J. B. POLDING SYDNEIEN.

Report of Roman Catholic Denominational Schools.

Sir,

I beg to state, for the information of the Denominational School Board, that great improvements have been made in Roman Catholic Denominational Schools within the last two years. Buildings for School purposes have been erected at the following places, viz.:—West Maitland, East Maitland, Braidwood, Miller's Forest, Araluen, Dapto, Newcastle, Armidale, Kincumber, Mudgee, and Richmond.

Schools have also been established or revived at the undermentioned places:—Dapto, North Richmond, Bulli, Wagga Wagga, Araluen, Lane Cove, Irish Town, and Bombala. Additions and repairs have been made to many of the old buildings. A considerable accession has been made to our staff of Teachers. Six were selected in Ireland, by the Very Revd. Dr. Woodlock, President of All Hallows College, under direction of His Grace the Most Revd. Dr. Cullen, Archbishop of Dublin, and have been sent to this Colony as School Masters of emigrant ships, by authority of the Emigration Commissioners.

Deserving Teachers have also received an increase to their stipends; and, where there was a sufficient number of both sexes, the Schools have been divided, and separate stipends given to the Masters and Mistresses.

The establishment of a Model and Training School for female Teachers has been commenced. It is also in contemplation to establish a Model and Training School for Masters at the building adjoining St. Mary's Church, at present known as St. Mary's Seminary.

An Inspector of Roman Catholic Schools has been appointed, with a stipend of £350 per annum, and travelling expenses. His duty will be to examine and report on the state of the Catholic Schools under the Denominational Board throughout the Colony. He has already visited the several Schools under the Board in the Northern, Western, and Central Districts.

The Teachers in a short time will be classified in the several Schools; a Board of Examiners having been appointed, whose duty it will be to give certificates of relative merit to the Teachers according to their competency.

By these means we trust to have, in a short time, a most efficient staff of Teachers.

C. E. Robinson, Esq.,
Secretary, Denominational School Board.

I remain, &c.,
J. M'ENCROE.

APPENDIX D.

Paddington, 28 August, 1861.

Sir,

I have the honor to inform you, for the satisfaction of the Denominational School Board, that on the receipt of your letter of the 4th of July, intimating that the sum of £607 of the vote for Presbyterian Schools for the current year remained unappropriated, I, as authorized by the Moderator of Synod, convened a meeting of the Synod's Committee on Schools and Education, to consider as to the most useful mode of appropriating the said sum. At the meeting of the Committee four modes of appropriation, all of them useful, were brought under consideration, namely:—The augmentation of the salaries of present Teachers, the erection of new Schools in localities where wanted, the establishment of a proper Model or Normal School in Sydney, and the giving of salaries to female Teachers in connection with the Synod's Schools. The Committee finding that the comparatively small sum at their disposal confined them to one of the above proposals, and having considered the last mentioned the most needful, resolved to recommend to the Central Board the application of this sum of £607 as salaries to female Teachers qualified to instruct the girls attending School in the more useful branches of female education—as needle-work, cutting out, and knitting, besides to take a part, if necessary, in the general teaching of the School. At a subsequent meeting of the School Committee, called for the purpose of allocating the said sum among female Teachers, as agreed upon, it was found that the amount at their disposal was not sufficient to make them do justice to all the various Schools having or requiring female Teachers, as ascertained by circulars which had been issued to the Local Boards; it was, therefore, resolved to refer the whole matter of the division of funds to the meeting of Synod in October next.

I may here also observe, that the Synod's School Committee regret extremely their inability, from want of funds to carry into effect the often expressed wishes of the Synod in regard to the establishment of a proper Model or Normal School, under the superintendence of a Home trained and well qualified Teacher—an institution which they deem especially called for in this Colony, and, indeed, essential to the prosperity of the Schools in connection with the Synod, inasmuch as it would be the means of fixing a higher standard of qualification in the Teachers, and, likewise, of introducing a uniform and improved method of teaching in our Schools.

In order to carry out the above desirable objects for the advancement of education it is respectfully requested of your Honorable Board, that you will be pleased to take such steps as may be deemed fit to obtain such an increase of the existing Government grant as shall enable the Synod to establish a proper Model or Normal School, to provide additional Schools where wanted, and also to give suitable salaries to well qualified and efficient Teachers, both male and female, thereby rendering the Presbyterian Schools under their superintendence more extensively useful, and thus promoting the laudable desire of your Honorable Board in forwarding the interests of education in the Colony.

To the Secretary of the
Denominational School Board,
Sydney.

I have, &c.,
JAS. MILNE,
(for Moderator of Synod.)

APPENDIX

APPENDIX E.

REPORT on the Training Department, in connection with St. James' Model School, Sydney, for 1860.

31 May, 1861.

My Lord Bishop,

I have the honor to submit, for your Lordship's information, the following Report of the progress of the Training School during the past year.

No. in training during the year.

1. The number of candidate Teachers who have been under my charge during the year, has been seventeen (17); twelve (12) of these have begun and completed their course within the year; the remaining five (5) had not completed their training at its close.

Length of training course.

2. Of those who had completed their course during 1860,—

2 had remained in the School for 6 months.

1	do.	5	"
1	do.	4½	"
1	do.	3½	"
2	do.	3	"
2	do.	2	"
3	do.	1	"

It will be seen from this, that the period of training has varied during the year, from one (1) month to six (6) months; whilst the average length of course has been only two (2) months and a few days.

Irregularity in length of course, and causes thereof.

3. The principal causes of this irregularity have been: First—the number of vacancies in Schools in your Lordship's diocese, which vacancies have chiefly been caused by the creation of upwards of fifteen (15) new Schools; the increase to the vote for Denominational Schools, granted by the Parliament, having placed your Lordship in a position to recommend stipends to these places. Secondly—the great variation in the extent of acquirements of the candidates when they enter into training, some requiring a more lengthened period than others to fit them for their future duties.

Routine of admission to Training School.

4. In order to make the statements in this Report more intelligible, I will briefly describe the routine of admission to the Training School:—Candidates must produce satisfactory testimonials of their moral and religious character. This having been done, they are examined—chiefly on paper—in Scripture history, arithmetic, grammar, geography, and the rest of the ordinary subjects of instruction in Primary Schools. If they pass satisfactorily this test, they are admitted to one month's probationary training, one-half of which is spent in the Model School in actual teaching. Should the report of the Training and Model School Masters be favourable, as to the capabilities of the candidates, they are permitted to remain and complete the (nominal) six month's course. During the time of training, probational included, candidates are allowed thirty shillings (30s.) per week, or at the rate of £78 per annum, for their support. It is understood that candidates should be married men, in order that their wives may teach needlework in the Schools to which their husbands may be appointed. Some single young men, however, who have had sisters competent to assist in, and willing to accompany them to Schools, have been admitted to training during the year, and appointed to Schools. With respect to those who have offered themselves for training, and have been declined, I may state that five (5) were ineligible on account of age, some being more than 50 years old; four (4) in consequence of unsatisfactory testimonials as to moral and religious character; and five (5) could not pass the preliminary examination.

Routine of Study.

5. Having described the mode of admission, I will now briefly point out the order of study pursued by the successful candidates. The subjects of the curriculum are—reading, penmanship, grammar, geography, arithmetic, Scripture history and Liturgical instruction, and School management. The theoretical part of these subjects is taught by myself, in a room set apart for that purpose; while the practice of such knowledge is carried out in the Model School, under the superintendence of the Head Master, Mr. John Huffer. The amount of time devoted to each of these branches varies with, and is regulated by the (probable) length of stay of each candidate; but it may be stated, generally, that an equal portion is given to each. While under my direct personal instruction the candidates do as much of their work as possible on paper; especially is this the case in writing, at home, reproductions of the lessons or lectures delivered during the day. The work in the School takes the form of—

- (a) Class teaching;
- (b) Preparation and giving of lessons to groups or divisions;
- (c) Superintending, in rotation, the three (3) divisions;
- (d) Taking sole charge, in class-room, of junior School.

In order that candidates may follow up, in their own Schools, the instruction which has been begun in this, each, on leaving, is supplied with such books as he has been in the habit of using, and some others of a similar character. By this means every candidate has with him, in his own School, the foundation or nucleus of a Teacher's library, formed without expense to himself.

Results of Training.

6. The results of these attempts at training during the past year are, on the whole, satisfactory; but only so when regarded in the light of attempts. To suppose that even in six (6) months a man could be thoroughly trained for the office of Teacher would be absurd. It would be nearer the truth if we put years in lieu of months. With respect to those (12) who have gone out from us as Teachers, I believe that five (5) would pass with credit an examination for Class II. (vide Appendix A), and the rest for Class I. The second (2nd) class men would be competent to conduct efficiently—both as disciplinarians and Teachers—a mixed School of (say) eighty (80) children; and the others would satisfactorily fill the post of Master in a small country School, where the children remain just long enough to require the rudiments of education. With regard to the moral character of these candidates, I can refer your Lordship, with confidence, to the several Local Boards attached to their respective Schools.

7. In concluding this Report I would remark, that in the absence of any regular or authorized systematic test of the standing of the Teachers, both candidate and others, of your Lordship's Schools, I regret that I can offer no specific details other than those hinted at in section 6, as to the result of the labours of the past year. And I cannot conceal from myself, what your Lordship will be able from personal knowledge to uphold and confirm, this belief and strong conviction, viz.—that, unless some means of regular inspection and classification of the Schools and Teachers in your Diocese be soon devised, all the efforts that may be made at the beginning will fail, permanently and effectively, to raise the standard of elementary education in our Schools. In hope, however, that one result of the increased grant to Denominational Schools may be an effort made in this direction, the department under my charge continues to prepare the way for raising the character and tone of Denominational Education.

I have, &c.,

The Right Reverend
The Lord Bishop of Sydney.

ISAAC COBURN,
Training Master.

Enclosure

[Enclosure in Appendix E.]

APPENDIX A.

CLASS I.

Candidates for this Class will be required :—

1. To read with fluency, and due regard to emphasis, and punctuation, any passage selected from Reading Book, No. 3, I.N.B.,* or S.P.C.K.
2. To write a clear and legible hand, and exhibit a knowledge of the rules of penmanship.
3. To write, from dictation, with correct spelling and punctuation, any passage selected from Reading Book No. 3, I.N.B.,* or S.P.C.K.
4. To be thoroughly acquainted with numeration and notation, first four rules (simple and compound) and reduction ; to understand simple proportion, and to be able to work sums in these rules with facility, neatness, and accuracy.
5. To know the parts of speech, and their signification ; and to be able to parse and analyze any simple passage in prose.
6. To be acquainted with great divisions of the globe, and with local geography of Europe, Palestine, and Australia.

CLASS II.

The candidates for promotion to this Class will be required :—

1. To read with ease, and expression, and to be familiar with the principles of reading, and with the principles and difficulties of pronunciation.
2. To write, from dictation, in a neat and legible hand, with correct spelling and punctuation, any passage, selected from the new series of the S.P.C.K. Lesson Book, or I.N.B.
3. To know compound proportion, fractions, vulgar and decimal ; practice, simple interest, involution, and extraction of the square root ; and to be acquainted with the rules of mental arithmetic.
4. To be able to analyze and parse any sentence in prose—simple, or complex—selected from any of the first four Lesson Books, giving the roots, prefixes and affixes.
5. To know the elements of mathematical and physical geography, with the general geography of the other four divisions of the globe, especially that of Australia, and to be acquainted with the map of Palestine.
6. To know duodecimal multiplication, and the measurement of plane surfaces.
7. To be familiar with the improved methods of teaching, and with the rules and regulations of the Denominational School Board.

* I.N.B.—Irish National Board. S.P.C.K.—Society for Promoting Christian Knowledge.

1861.

NEW SOUTH WALES.

NATIONAL EDUCATION.

(REPORT FOR 1860.)

Presented to both Houses of Parliament, by Command.

THIRTEENTH REPORT OF THE COMMISSIONERS OF NATIONAL
EDUCATION IN NEW SOUTH WALES.*REPORT for the Year 1860.*To His Excellency the Right Honorable SIR JOHN YOUNG, Bart.,
Governor-in-Chief of New South Wales, &c., &c.

MAY IT PLEASE YOUR EXCELLENCY :—

We, the Commissioners of National Education in New South Wales, beg to
submit to your Excellency this our Thirteenth Report.

1.—SCHOOLS.

By a Return hereunto appended it will be seen that, during the year, we had 144 Appendix A.
Schools in operation, attended in the aggregate by 9,256 children. 25 of these Schools were
opened in 1860, namely :—

1. Aberglasslyn.	14. Myrtleville.
2. Adelong.	15. Omega Retreat.
3. Avisford.	16. Pitt Street.
4. Avondale.	17. Pyree.
5. Bendemeer.	18. Parkhaugh.
6. Broughton Creek.	19. Richmond.
7. Balmain.	20. Rockley.
8. Guntawang.	21. Strontian Park.
9. Kempsey West.	22. Telegerry.
10. Limekilns.	23. Tuena.
11. Luddenham.	24. Waller Owang.
12. Marulan.	25. Wagga Wagga.
13. Marengo.	

Eleven vested Schools were erected during the year, or were in progress of erection at
its close, viz. :—

1. Aberglasslyn.	7. Mount Macquarie.
2. Bendemeer.	8. Myrtleville.
3. Blaney.	9. Omega Retreat.
4. Binalong.	10. Wagga Wagga.
5. Evans' Plain.	11. Wallalong.
6. Gledswood.	

And

And twenty-five School buildings (vested) received important additions and improvements, namely:—

1. Albury.	14. Mudgee.
2. Brookfield.	15. Murrurundi.
3. Bega.	16. Orange.
4. Cambewarra.	17. Parading Ground.
5. Cleveland-street.	18. Paddington.
6. Dubbo.	19. Port Macquarie
7. Fort-street.	20. Seabam.
8. Gundagai.	21. Singleton.
9. Hinton.	22. Tamworth.
10. Jamberoo.	23. Wattle Flat.
11. Louisa Creek.	24. William-street.
12. Major's Creek.	25. Wollongong.
13. Meadow Flat.	

Appendix B.

A Return hereunto appended will shew that thirty-four new Schools were sought to be established under the Board during 1860, at the places therein mentioned; and what action was taken by the Board in each case.

2.—GRANTS IN AID OF SCHOOL BUILDINGS.

Appendix C.

The aggregate amount paid for the erection of School buildings, and for repairs, rent, and furniture for 1860, was £3,915 5s. 3d. At the close of the year we had pledged sums for similar purposes amounting to £1,900, contingent on the vote for 1861, being double the amount of local contributions promised, to be raised in accordance with our published regulations. The amount mentioned above as paid for School buildings, &c., does not include the sums locally contributed, but refers only to the expenditure of the public money.

3.—SALARIES.

The salaries and allowances paid to Teachers, officers, and servants of the Corporation for the year amounted, in all, to £17,360 6s. 6d., of which sum £14,535 0s. 8d. was paid to Teachers; and £2,825 5s. 10d. to the other officers, namely, Secretary, Chief Inspector, and District Inspectors (3), Accountant, Clerk, Architect, and Messengers (2). The gross amount of fees paid by the children during 1860, was £7,838 5s. 6d., shewing a decrease of £407 3s. 6d. on the fees paid for 1859.

4.—CLASSIFICATION OF TEACHERS.

In continuation of our previous efforts for raising the qualifications of Teachers, by affording frequent opportunities for examination, we endeavoured, during the past year, to devise means for making the examinations real tests of ability, and thus to give a value to the Board's certificates, which, in course of time, the public would recognise and appreciate. With this view, we invited the assistance and co-operation, as Examiners, of gentlemen eminent in their respective departments of learning, and thoroughly competent to examine Teachers, and to form a true estimate of their acquirements. The undermentioned gentlemen having intimated their willingness to undertake the duties of the office, were appointed a Board of Examiners, to examine Teachers, and report upon their qualifications in the subjects set opposite their names.

Dr. Woolley...	...	...	Logic and Mental Philosophy.
Professor Pell	...	...	Mathematic and Natural Philosophy.
W. J. Stephens, M.A.	...	...	Classics and English Literature.
Rev. Henry J. Hose	...	...	Modern Languages.
Professor Smith	...	...	Experimental Sciences.
S. R. Pittard, Esq.	...	...	Natural Sciences.
W. J. Cordner, Esq.	...	...	Music.
J. Fowles, Esq.	...	...	Drawing.

Annex B.

These arrangements were communicated to the Teachers in a circular, bearing date 1st November, 1860, of which a copy is annexed to this Report.

The

The Commissioners feel much pleasure in adverting to the fact, that the heads of some of the highest educational institutions in the Colony, are, by this arrangement, brought into direct connection with Primary Schools, and that the National System will receive the benefit of their ability and experience.

5.—TRAINING DEPARTMENT.

The arrangements for training candidates, in force during 1859, were continued in 1860.

6.—INSPECTION OF SCHOOLS.

The number of National Schools having increased considerably during 1859, we found it necessary early in 1860, to appoint an Inspector to supervise the Schools in the Southern Districts. This office was conferred upon Mr. A. L. Forbes, M.A., who had been upwards of six years in the Board's service in the Singleton National School, and held a certificate of the first class. Each district was, consequently, placed in charge of an Inspector. In other respects the arrangements for inspection remained the same as in the previous year.

The following report from the Chief and District Inspectors embodies their joint views, as expressed during their conference in Sydney, in the month of January last, on the state of the National Schools in the Colony, the comprehensive nature of which will render any lengthy observations of our own thereon unnecessary.

GENERAL REPORT upon the condition of National Schools in 1860.

I.—ARRANGEMENTS FOR INSPECTION.

At the beginning of the year, the staff of Inspectors was increased by the appointment of an officer to supervise the Schools in the Southern District. As by this appointment each of the four districts was placed in charge of an Inspector, the arrangements for the examination of Schools assumed a more complete character than they had possessed at any previous time; and it was confidently expected that the duties of inspection would have been carried out in a more thorough and systematic manner than had been possible with the limited agency employed in former years. These arrangements contemplated the visitation of every National School in the Colony, although some of them are situated at great distances from the Inspectors' stations; and the frequent inspection of those which, from their position, could be reached with less expenditure of time and labour.

II.—AMOUNT OF INSPECTION.

The extraordinary character of the weather during nearly the whole year, and the numerous floods that occurred, especially on the eastern side of the dividing range, seriously deranged the scheme of inspection, both by preventing the pupils from attending School for somewhat lengthened periods, and by rendering the roads impassable, and thus stopping the Inspectors on their tours. These facts will account, in a great measure, for the circumstance that several Schools, not remotely situated, were left unvisited, and that others were examined once only, instead of two or three times. The following Table will shew the number of Schools inspected in each district:—

DISTRICTS.	No. of Schools.		
	Visited.	Not Visited.	TOTAL.
Metropolitan	35	7	42
Northern	50	3	53
Western	33	3	36
Southern	18	3	21
TOTAL	136	16	152

NOTE.—In the case of four Schools, each consisting of three departments, under responsible Teachers, each department was considered as a separate School.

Of

Of the Schools inspected—

58	received one visit.
46	„ two visits.
22	„ three visits.
10	„ four or more visits.

In addition to the inspection of Schools in operation, visits were paid by the Inspectors to various localities for the purpose of inquiring into the merits of applications for aid in the establishment of Schools; and of giving information on the principles of the National System, and the means by which participation in its advantages might be secured. The duties performed by the Inspectors, in connection with Schools, may be thus summed up:—

Inspection of Schools in operation	...	...	261	visits.
„ of proposed Schools	...	...	34	„
Visits for the purpose of affording information	...	...	30	„
TOTAL	...	...	325	„

The labours of the Inspectors, in connexion with the examination of Teachers and candidates, will form the subject of remark in a subsequent portion of this Report.

We annex Tables, marked A and B, which exhibit the number of pupils on the Rolls of the various Schools inspected on the day of examination, and also the number actually present on the occasion, with their ages and sexes.

A.

TABLE shewing the Ages of the Pupils on the Roll of National Schools on the date of Examination.

DISTRICTS.	7 YEARS AND UNDER.		8 YEARS.		9 YEARS.		10 YEARS.		11 YEARS.		12 YEARS AND ABOVE.		TOTAL.	
	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	Male.	Female.
Metropolitan	800	577	199	164	225	146	223	146	196	106	355	222	1,998	1,361
Northern	537	522	137	110	138	117	134	113	105	89	195	173	1,246	1,124
Western	356	102	81	60	62	79	58	62	58	59	110	120	725	482
Southern	215	166	55	41	43	46	36	32	35	29	65	68	449	381
TOTAL.....	1908	1367	472	375	468	387	451	353	394	283	725	583	4,418	3,346

B.

TABLE shewing the Number of Children present at the Examination.

DISTRICTS.	7 YEARS AND UNDER.		8 YEARS.		9 YEARS.		10 YEARS.		11 YEARS.		12 YEARS AND ABOVE.		TOTAL.	
	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	Male.	Female.
Metropolitan	637	493	160	135	181	105	177	113	159	80	231	190	1,605	1,116
Northern	374	385	108	80	106	88	97	86	75	66	121	127	881	832
Western	258	233	68	42	48	63	49	44	45	38	82	85	550	505
Southern	150	132	36	36	30	31	18	15	21	21	34	40	289	275
TOTAL.....	1419	1234	372	293	365	287	341	258	300	205	528	442	3,325	2,728

On comparing these Tables with those contained in the Report for the preceding year, it will be found that, in some cases, the number on the Roll and in attendance had considerably declined. As a different state of things might have been expected, it may be desirable to explain the causes which appear to us to have produced this result. The first of these causes was the inclemency or uncertainty of the weather, and the continual recurrence of floods, which rendered it impossible, in many instances, for the children to reach the School. In some parts of the Colony scarcely two consecutive dry weeks occurred throughout the year; and, in the numerous localities in which children had to walk two or three miles to School, this circumstance proved a serious obstacle to regularity of attendance. The prevalence of influenza and measles was not less effectual in preventing the attendance of pupils, and in several Schools, owing to this cause, not half the average number was present at the examination. Again, during 1860, many children, who under ordinary circumstances would

would have continued at School, were withdrawn to assist their parents in farming operations. The additional demands upon the exertions of persons engaged in agricultural pursuits, required to repair damages occasioned by the floods, and their inability to employ hired labour, compelled many to have recourse to the services of their children, and thus led to the premature removal from School of a considerable number. These causes affected the attendance of pupils for at least nine months of the year.

III.—CHARACTER OF THE INSPECTION.

The process of inspection has already been minutely described; it only remains to state that, while the inspection was equally as minute and careful as in former years, attention was especially directed to a few prominent points, requiring more than ordinary care. Among these special subjects of inquiry were the questions as to the efficacy of the local supervision, the steps to be taken for securing regularity of attendance, and the mean of improving the instruction in a few branches of School instruction.

IV.—CONDITION OF SCHOOLS INSPECTED.

We append a detailed statement, shewing the condition in which the various Schools Annex A. were found at the time of examination. The state of each School is described under the heads of—

1. Material condition.
2. Moral character.
3. Subjects and methods of instruction.
4. Proficiency of the pupils.

In some cases, where Schools had been sufficiently long in operation to enable the Inspector to form a decided opinion, the effect of the discipline is described as the Moral Tone, and the result of the instruction is expressed by the terms Mental Capacity or Power, or Development of the Intelligence. When, in these cases, a decidedly favourable opinion is stated, it may be regarded as a strong testimony to the efficiency of the School, and as affording ground for present satisfaction, and for future hope. Some misconceptions having arisen respecting the detailed statement of Schools inspected in former years, we think it incumbent upon us to explain that the highest possible standard was kept in view in framing those Reports. In every case, the School visited was compared with the best known model, either in the home country or in the Colony. Thus, in every aspect, the School was measured by the standard of decided excellence, and no allowance was made for difference of circumstances. We still deem it advisable to retain this high standard, partly because circumstances vary so greatly as to render it difficult to fix upon any other, and partly because excellence cannot be generally attained, except by working up to a perfect model.

V.—MATERIAL STATE OF SCHOOLS.

The situations of the Schools inspected may be thus described:—

	<small>Situation.</small>
Good or fair	114
Tolerable	13
Indifferent or bad	9
TOTAL	136

Considerable improvement is manifest in the condition of the School buildings, the School buildings. number of those reported as indifferent or bad, being smaller than 1859, although many new Schools were established during last year. The condition of the School buildings is thus represented—

Good or fair	88
Tolerable or moderate	34
Indifferent or bad	14
TOTAL	136

Allusion has been made in former Reports, to the great value of a playground, in Playgrounds. connexion with Schools; and it is with much regret, that we are compelled to notice the

total

total absence of these adjuncts in no less than ten instances. Some of these are situated in Sydney, and in the larger towns of the Colony, where the high price of land renders it difficult to secure a suitable piece of ground for the purpose; and in other cases, there is plenty of unoccupied land, available for the purpose of recreation, but not otherwise suitably provided. No opportunity has been lost, of impressing upon the minds of persons interested in the establishment and success of National Schools, the importance of due attention to this point. The following is the character of the playground accommodation in the Schools visited:—

Good or fair	99
Tolerable or moderate	24
Indifferent or bad	3
None	10
TOTAL	136

Furniture.

The opinion of the local managers of Schools as to what constituted a sufficient and suitable supply of furniture, appears to have undergone considerable changes, inasmuch as a progressive improvement has taken place since 1858, as regards both the kind and the amount. As evidence of the more correct views on this head that now obtain, we refer to the Table annexed.

Number of Schools in which the supply of furniture is—

Good or fair	90
Tolerable or moderate	34
Indifferent or bad	12
TOTAL	136

Apparatus.

The amount of interest felt in a School in any locality, and the character of the patrons, may often be inferred from the quantity and description of the apparatus with which it is supplied. For when a School is adequately provided with maps, diagrams, blackboards, and other necessary articles, it is generally observed that the people are interested in the welfare of the School, and that the managers are persons holding enlightened views on Educational matters. On the other hand, when the School is scantily supplied, it is equally probable that those charged with the local guardianship of the School, either lack interest in its well-being, or fail to discern the necessity for providing the requisite material appliances for the use of the Teacher. Suggestions have been made from time to time by the Inspectors to local patrons on this subject, and, in some instances, with beneficial results. Still it must be acknowledged, that the *duty* of providing School requisites, is far from being generally felt or acted upon, and that, in many cases, a disposition has been evinced to deny the utility and necessity of such articles. In consequence of this feeling, it not unfrequently happens that Schools have to rely entirely upon the liberality of a few persons for obtaining a proper supply of apparatus; but, however praiseworthy the motive which prompts the contributors in making their donations, it must be a matter of extreme regret that there is not some other means of securing the object in view, than dependence upon the *charity* of a small section of the community. In expressing these opinions, we are not unmindful of the many difficulties to be encountered in remote country districts, in obtaining the necessary materials, especially when they have to be procured from the metropolis and conveyed long distances by dray. The year 1860 was a year of peculiar difficulty in this respect. That some improvement has been effected will appear from the following Table.

Number of Schools in which the supply of apparatus is—

Good or fair	88
Tolerable or moderate	32
Indifferent or bad	16
TOTAL	136

Books.

As regards the supply of books, it may be remarked that some Schools reported as badly provided, were newly established, and that, owing to the condition of the roads, the first

first stock granted to them by the Commissioners did not reach in time for the Inspector's visit. In some cases, books have been months in course of transmission before they arrived at their destination. This fact will account, in some measure, for the apparent want of improvement in respect of books, discernable in the following statement.

Number of Schools in which the supply of books is—

Good or fair	...	...	...	...	...	...	101
Tolcrable or moderate	...	...	...	...	...	...	27
Indifferent or bad	...	...	...	...	...	...	8
TOTAL							136

It is unnecessary to describe minutely the records kept in National Schools, a full ^{Registers.} account having been given in a previous Report. It may not be out of place, however, to repeat the opinion, that carefully preserved and correctly kept registers are frequently indications of well-managed Schools and conscientious Teachers.

Number of Schools in which the records are—

Correct	...	...	...	...	...	...	110
Incorrect	...	...	...	...	...	...	15
Incomplete	...	...	...	...	...	...	9
None	...	...	...	...	...	...	2
TOTAL							136

VI.—MORAL CHARACTER OF SCHOOLS.

While we are unable to report any improvement in the punctuality of the attendance ^{Punctuality.} of pupils during the past year, it is satisfactory to be able to state that, notwithstanding the hindrances caused by inclement weather and bad roads, the Schools have not visibly deteriorated in this respect. The condition of the Schools, as regards punctuality, may be thus stated,

Number of Schools in which the punctuality is—

Good or fair	...	...	...	...	...	...	80
Tolerable or moderate	...	...	...	...	...	...	32
Indifferent or bad	...	...	...	...	...	...	24
TOTAL							136

The extreme irregularity of the pupils in Country Schools has been adverted to in ^{Regularity.} former Reports, and we have expressed an opinion that this defect appears to grow more formidable every year. We regret that the past year's experience confirms us in this belief. Even when allowances are made for the many interruptions to which the Schools were subjected in 1860, it is plainly evident that no improvement has been effected. The knowledge of the wide-spread existence of this evil, and of its influence in neutralizing educational effort, has prompted us to study the question in all its bearings, in the hope that some practical remedy might suggest itself, by means of which a better state of things might be brought about, and the youth of the Colony no longer be debarred from participation in the advantages afforded by early instruction. We can add little, however, to the information contained in our last Report, though the following remarks may be of assistance in discussing the subject. The question is of wider and deeper import that would appear on the surface, as it involves the consideration of several points in the social economy of the people. Parents may be divided into three classes: 1st.—Those who send their children regularly to school; 2ndly.—Those who send them with varying degrees of irregularity; and 3rdly.—Those who keep their children at home entirely, or send them infrequently to School. Of the first class, some are actuated by a sense of duty, while others are influenced by the knowledge of the pecuniary value of Education. As the result in both cases is the same, it is not material, in this point of view, to inquire into the motive which prompts a parent to discharge his duty. In the second class, are to be found persons who act from
proper

proper motives, but who are too weak and vacillating in their own characters to follow out a systematic line of conduct which they know to be proper. The customs of the Colony unfortunately furnish such persons with excuses for their neglect. Ignorance of the value of time, lateness in rising, a trifling accident, or their desire to save the small sum paid as School fees,—all these supply excuses for the detention of children from School, to say nothing of the numerous cases in which parental caprice is the only motive. To the same class belong persons whose convictions are on the right side, but with whom the desire of gain is the ruling motive. These persons acknowledge the duty of educating their children; but to save or gain a trifling sum, they will sacrifice the best interests of their children, reconciling their minds to this course by the promise that, at a future time, they shall attend School regularly, and so compensate for the time lost. Persons who, from ignorance and prejudice, are often indifferent, or opposed to Education, constitute the third class. The arguments adduced by people of this class are literally the following:—In one case they say, “We have succeeded without Education,—why should not our children?” On the other hand, the remark is common enough in the mouths of persons who have themselves been educated, “What good has our Education been to us? None; we will not, therefore, waste our money in procuring it for our children.” We believe that, sooner or later, a legislative enactment must be passed to render Education to some extent compulsory. We are further of opinion that such an act would meet with very general concurrence, and would not practically interfere with the services of children to their parents in any material degree. Supposing that the law required all children, within certain ages, to attend some School for three hours on five days in every week, we think no serious objection would be raised to the scheme, and that, after a fair trial, it would be hailed as a practical benefit to all. It may be remarked, that a compulsory measure of the kind mentioned would not in any way interfere with the existing practice of the first class of parents who already, from principle, do all, and even more, than such a law would require. To many in the second class, it would be a positive relief, inasmuch as it would supply a stimulus—a stronger motive than now exists, and the want of which is much felt; while to others it would simply act as a curb upon their love of money. Persons who, from ignorance or prejudice, refuse to educate their children, would, perhaps, inveigh against such a law as an infringement upon the liberty of the subject. We do not undervalue that privilege; but, on the other hand, we cannot concede that it entitles any one to omit the performance of an obvious duty to the State, especially in a country where every individual, without distinction, will be entitled, on attaining a mature age, to participate in political privileges which Education can alone qualify them to employ advantageously for themselves and others. Such persons as those before alluded to are seldom amenable to reason, but require the exercise of authority to make them observant of their social duties. Before an Act were passed, making Education compulsory, the existing arrangements would need to undergo important modifications, or the working of the law would be nullified, and its requirements evaded. The general character of the attendance in National Schools may be gathered from the annexed Table:—

Number of Schools in which the regularity is—						
Good or fair	..	...	...	...	...	56
Tolerable or good	...	...	...	...	...	50
Indifferent or bad	...	...	...	...	...	30
TOTAL						136

Cleanliness.

Attention to personal cleanliness continues to characterize a large majority of National Schools, and constitutes one of their most pleasing features. On the whole, the condition of the Schools in this point has improved, fewer Schools being reported upon unfavourably, although the total number has increased since 1859. The following Table will exhibit this fact:—

Number of Schools in which cleanliness is—						
Good or fair	...	...	...	...	...	106
Tolerable or moderate	...	...	...	...	...	24
Indifferent or bad	...	...	...	...	...	6
TOTAL						136

We have constantly endeavoured to set before the Teachers a high standard by *Order*, which to judge of the *order* of their Schools. While cheerfully acknowledging the very considerable success of the more conscientious and painstaking, we cannot avoid the conclusion that a much higher standard of order might have been more generally attained. Teachers either fail to realize the importance of the subject in its influence upon the formation of the characters of their pupils, or they are unwilling to give themselves the trouble necessary to produce the desired results. They rest contented with a degree of success that reaches only far enough to shield them from positive blame. The bearing of *order* upon the moral tone of the School is not perceived, and hence Teachers are apt to regard the mechanical means employed to secure order as the results instead of the instruments, forgetting that the effect remaining after the mechanism has retired from view and is no longer felt, gives to the order of the School its proper value.

Number of Schools in which the order is—

Good or fair	...	...	...	...	...	97
Tolerable or moderate	...	...	...	...	...	30
Indifferent or bad	...	...	...	...	...	9
TOTAL						136

Under present circumstances, it is impossible wholly to dispense with corporal *Government*, punishment in the government of a School. In general, it is little resorted to in National Schools, and only in those extreme cases in which moral suasion has been found to fail. Perhaps the general tendency is towards laxity in the government of our Schools, though, in a few instances, undue severity has been noticed.

Number of Schools in which the government is—

Good or fair	...	...	...	...	91
Tolerable or moderate	...	...	...	...	29
Indifferent or bad	...	...	...	...	16
TOTAL						136

In this Table, those Schools are rated as indifferent or bad, as respects government, in which the Teacher is either too severe, or too lax in his discipline.

VII.—INSTRUCTION.

Compliance with the provisions of the Table of Minimum Attainments, as the *Classification*, standard for the arrangement of the various classes, has been rigidly insisted upon by the Inspectors, and, in general, has been observed by the Teachers. Instances have occurred in which Teachers, from underrating the importance of some subjects, or from deference to the wishes of ill judging parents, have departed from the proper principles of classification, and have, consequently, entailed upon themselves greater difficulties in the instruction of the pupils. But on the whole, there is little cause for complaint on this score, as may be inferred from the following Table.

Number of Schools in which the classification is—

Good or fair	...	...	...	...	99
Tolerable or moderate	...	...	...	...	28
Indifferent or bad	...	...	...	...	9
TOTAL						136

The occupation of the pupils in National Schools is regulated by the *Time Table*, *Occupation*, which, together with the Table of Minimum Attainments, and the Programme of Lessons, forms a series of documents by which the course of instruction is defined and systematized. In some cases, difficulty has been experienced in causing Teachers to construct Time Tables and Programmes of Lessons. This has arisen, in some measure, from ignorance and want of skill, from conceit, or in a few instances, from reluctance on the part of Teachers, to commit themselves to a course which supplies a check upon their own proceedings. On the whole, however, there is evidence that considerable pains have been taken to secure an equitable distribution of time among the various subjects and classes, and to provide stated and suitable occupations for the pupils. With the exceptions above alluded to, the Time Tables appear to be faithfully observed.

Number of Schools in which the arrangement of occupations is—

Good or fair	97
Tolerable or moderate	26
Indifferent or bad	13
TOTAL	136

Subjects.

All the ordinary subjects of instruction are taught in nearly every National School, and the giving of object lessons has become much more general. The number of Schools is still small, in which the pupils remain sufficiently long to profit by instruction in the higher branches, although a considerable proportion of the Teachers are qualified to impart it, in its elementary stages at least. The extra subjects taught and the number of Schools are given below :—

Vocal Music	21
Outline Drawing	22
Algebra	8
Mensuration	8
Geometry	9
Latin	4
French	3

The number of pupils receiving instruction in the various subjects is exhibited in the following Table :—

Reading	6,053
Writing	5,681
Arithmetic	5,751
Grammar	3,343
Geography	3,912

Methods.

No decided improvement has been manifested during the past year in the methods of teaching employed: The Teachers have, generally speaking, put forth a greater amount of energy, and have been guided in their work by more definite aims. But, with a few marked exceptions, they are not in the habit of studying methods and comparing results, with the view of ascertaining which are the most suitable to their own powers and to the circumstances of the pupils. Independently of the want of skill, there are other faults of method which only require industry for their remedy. Such are, the omission to test the effect of their teaching by searching examination; neglecting to revise frequently lessons formerly given, and the disposition to rest satisfied with small and imperfect results. The character of the methods in use may be gleaned from the annexed Table :—

Number of Schools in which the methods are—

Good or fair	53
Tolerable or moderate	54
Indifferent or bad	26
TOTAL	136

Character of the instruction.

The character of the instruction has not improved to any considerable extent during the year. The theory of National Schools, as regards the course of instruction, has not yet received a sufficiently general exemplification in practice. This conclusion will have been anticipated from previous portions of this Report. Deficiency of material appliances, irregularity in the pupils' attendance, their early removal from School, and want of skill and industry on the part of the Teachers, may be assigned as the most evident causes of the want of improvement. The remarks which follow are intended to describe the character of the instruction in each of the ordinary branches.

Reading.

At the commencement of the year it was agreed by the Inspectors, that reading, from the comparatively imperfect results hitherto attained, from its importance to the pupil in after life, and from its utility as a means of mental culture, should receive a larger share of attention than any other subject. In the merely mechanical part of this subject, the instruction has not materially improved. Few Teachers, we suspect, study reading as an *art*: they appear not to attach sufficient importance to it as a means of expressing sentiment, feeling, and thought. Hence there is still much monotonous and inexpressive reading in our Schools. But in other respects, the instruction in reading has been tolerably successful. The lessons have been more thoroughly prepared, more effectively treated, and more fully comprehended by the pupils. When examined upon the matter of their lessons, the pupils have

have answered more readily and exactly, and with much greater life and spirit. Teachers still complain of the difficulty they experience in convincing unreasonable people that the mere enunciation of words from a book is not "reading," but that it is a practice of no educational value, unless the information conveyed by the words, is properly understood. In this, as in some other departments of School instruction, it is necessary to teach the parents, before the children can be effectively dealt with. Ignorant themselves, it is not surprising that parents fail to realize the true object of reading, and thus impede the Teacher's exertions by their prejudices.

No decided advance has been made in the teaching of this branch, though it would Writing. convey a wrong impression of the fact, to omit to state that there has been no falling off as regards care and attention.

As in previous years, spelling is taught chiefly in connection with reading and Spelling. dictation lessons, and is practically impressed upon the minds of the pupils by the reproduction of object and other lessons in writing.

Somewhat more satisfactory results have been attained in the higher branches of Arithmetic. arithmetic, which is now very generally taught demonstratively, that is from principles, rather than rules. This advance is chiefly due to the increased use of the black board in giving explanations of arithmetical principles. The elementary operations of arithmetic are still taught to the junior classes, either in a mechanical or in an abstract manner, and the instruction consequently fails to produce the desired effect. Unless arithmetic be taught to children in a sound and effectual manner at the commencement, their subsequent progress must be greatly impeded, and their notions become so confused as to render proper instruction a work of great difficulty.

Except as regards the elementary portions, we are unable to report any advance Grammar of skill in treating this subject. Success in teaching grammar may be regarded as one of the tests of a Teacher's skill; and we accordingly find that none but the better class of Teachers are capable of leading their pupils forward beyond the introductory parts of the subject. The reasons assigned in our Report for 1859, for the defective teaching of grammar still hold good. They are, want of knowledge on the part of the Teachers, use of inappropriate text books, and absence of definite aims and systematic arrangement of lessons.

In teaching so extensive a subject as geography, it is but reasonable to expect Geography. that errors of fact and of method may occasionally be discernable; but, on the whole, there is little ground for dissatisfaction with the manner in which this branch is treated. The errors of method have been neglect of frequent recapitulation, irrelevancy, and want of systematic arrangement of facts. Mistakes have frequently been committed, from the omission, on the part of long established Teachers, to read up the subject from modern books. Since geography is constantly receiving accessions of new facts, as well as modifications of statements formerly received as correct, it is obvious that a Teacher who relinquishes the study of the subject and rests content with the knowledge already acquired, will, in time, fall behind and become liable to error. The instruction given by such Teachers must, consequently, be defective or unsound. No more striking example of this fact could be adduced than one which actually occurred in a School in charge of a Teacher of considerable skill, but deficient information in geography. Being ignorant of the explorations of Dr. Livingstone, he had described the whole interior of the southern part of Africa as a barren desert which the foot of white man had never trod. And, notwithstanding that Australian geography is now much better understood and taught, it is not uncommon to find children describe the interior of Australia as a vast sandy desert, rivalling the Sahara in extent and sterility.

Object lessons have been more generally taught during the past year, and some of Object lessons. the Teachers have exhibited increased skill in their treatment. But much remains to be done before these lessons can be viewed as successfully given. There is in many Teachers a striking absence of resource, which prevents their seeing that the "common things" around them are the most suitable for object lessons, both from the fact that they lie within the sphere of their pupils' observation, and because they are easily understood, and convey much useful information.

While no great increase of knowledge was exhibited last year, it is satisfactory to Scripture lessons know that the leading facts of Scripture, especially of those portions contained in the
 Scripture

Scripture lessons, No. 1 of the Old and New Testaments, are well understood and remembered. The principles of the general lesson have been regularly inculcated.

Proficiency of
the pupils.

We annex Tables, shewing the proficiency of the pupils who were examined in the various ordinary branches.

I.—READING.

II.—WRITING.

ACTUAL PROFICIENCY OF PUPILS.	NUMBER OF PUPILS ABLE TO READ.				ACTUAL PROFICIENCY OF PUPILS.	NUMBER OF PUPILS ABLE TO WRITE.		
	Mono-syllables.	Easy Narrative.	Ordinary Prose.	Totals.		On Slates.	In Copybooks.	Totals.
Indifferent	793	322	165	1,280	Indifferent	936	445	1,381
Tolerable	978	961	623	2,562	Tolerable	1,142	1,303	2,445
Fair to Good....	783	781	647	2,211	Fair to Good	736	1,119	1,855
TOTALS	2,554	2,064	1,435	6,053	TOTALS	2,814	2,867	5,681

III.—ARITHMETIC.

IV.—GRAMMAR.

ACTUAL PROFICIENCY OF PUPILS.	No. OF PUPILS LEARNING ARITHMETIC.				ACTUAL PROFICIENCY OF PUPILS.	No. OF PUPILS LEARNING GRAMMAR.		
	Simple Rules.	Compound Rules.	Higher Rules.	Totals.		Elementary.	Advanced.	Totals.
Indifferent	1,381	45	32	1,458	Indifferent	521	254	775
Tolerable	1,923	675	333	2,931	Tolerable	1,001	405	1,406
Fair to Good	757	314	291	1,362	Fair to Good	735	427	1,162
TOTALS	4,061	1,034	656	5,751	TOTALS	2,257	1,086	3,343

V.—GEOGRAPHY.

ACTUAL PROFICIENCY OF PUPILS.	No. OF PUPILS LEARNING GEOGRAPHY.		
	Elementary.	Advanced.	Totals.
Indifferent	729	90	819
Tolerable	1,246	561	1,807
Fair to Good	903	383	1,286
TOTALS	2,878	1,034	3,912

The amount of proficiency exhibited in these Tables, compared with that shown in our Report of 1859, is not of an encouraging description. There is no doubt that the character of the seasons and the restrictions upon School attendance, produced by the frequent floods, have materially contributed to bring about this state of things. A more favourable year may probably enable us to exhibit more satisfactory results of the teaching in National Schools.

VIII.—LOCAL SUPERVISION.

No perceptible improvement in the mode in which the duty of local supervision has been discharged, can be recorded as one of the results of last year's work. With the exception of the small number of Schools in which the local patrons are qualified for the office by education, social position, and influence, interest in Education, and high sense of duty—the defects noted in our Report for 1859—remain in full force, and it is questionable whether, on the whole, matters have not grown worse. In many places the local patrons continue to be as unsuitable as in former years; their visits to the School and their meetings on School business occur at long intervals, and are irregularly attended, and their proceedings are seldom recorded. So far as zealous and intelligent co-operation with the Teacher is concerned, the local patrons are, in not a few cases, utterly useless, and, in some, positively injurious to the best interests of the Schools. In accounting for this state of things, it may be remarked, in the first place, that many persons, otherwise quite eligible, neglect their duties as patrons, from the pressure of private business, or public business of another kind. It would scarcely be fair to blame these persons, however much the circumstance may be regretted

regretted; for even if they resigned the office, the duties of which they are unable to fulfil, it would often prove most difficult to find equally suitable successors. The utility of the system of local patronage would be open to serious question, were it not for its complete success in the case of a few Schools more fortunate than the majority. We are inclined to think that some considerable modifications in the system are necessary, to make it generally efficient. Suggestions on some of these points are included in this Report, and others in the Report for 1859.

IX.—TEACHERS.

While some amelioration has undoubtedly been effected in the position of Teachers, ^{Position of Teachers.} during the past year, the instances are still numerous in which much suffering has been occasioned by the arbitrary conduct of local patrons, and the unreasonable interference of parents. In one case, the local patrons of a School met, and without previous notice, reduced the School fees fifty per cent., thus depriving the Teacher of a considerable proportion of his emoluments, at a time when his wife was suffering from an illness, of which she died shortly after. It is true, such practices arise from ignorance, rather than design; and, as the steps taken to acquaint local patrons with their duties gradually accomplish that object, it is to be hoped, that grounds of complaint on this score will be proportionately diminished.

The average amount of emoluments, from all sources, received by National Teachers of all classes, including probationers, was one hundred and twenty-nine pounds eighteen shillings, of which eighty-nine pounds three shillings constitute the salary paid by the Board, and the remainder was derived from School fees. In addition to these sums, each Teacher of a National School in the country had a residence rent free.

The following Table shows the average amount of emolument received by Teachers of each grade in country Schools, exclusive of residence.

CLASS OF TEACHERS.	EMOLUMENTS.		
	Salary.	Fees.	TOTAL.
	£ s.	£ s.	£ s.
First Class	144 0	49 9	193 9
Second Class	113 7	51 7	164 14
Third Class and Probationers	78 14	36 17	115 11

Compared with a statement of Teachers' incomes, contained in the Report for 1859, the foregoing figures would appear to indicate a considerable reduction in the average amount of emolument. In some respects, the diminution is more apparent than real. For example, the average amount of fixed salary appears to be less by three pounds than in last year, but this arises simply from the appointment of a number of Teachers as probationers, but does not imply that the salaries of classified Teachers have been reduced. It is true that, with a larger number of Schools in operation, a smaller aggregate amount of fees was paid in 1860. Various causes may be assigned in explanation of this fact: increasing disinclination to pay School fees, and in some instances, doubtless, inability to pay, arising out of the impoverished state of the country in consequence of floods and bad seasons.

The qualifications of the Teachers employed during the year in the Schools that were inspected may be ascertained from the following Table, which exhibits the number holding each grade of classification, pupil Teachers not being included:—

NO. OF TEACHERS HOLDING CERTIFICATES OF	SECTION A.	SECTION B.	TOTAL.
First Class.. .. .	1	3	4
Second Class	21	25	46
Third Class	39	34	73
Probationists .. .. .	....	....	60
			173

Efforts

Efforts have been made to induce the Teachers to raise their qualifications, by affording opportunities for re-examination, with a view to gain a higher classification and proportionate increase of salary. At the same time, in order to prevent Teachers from retrograding, all beneath a certain rank have been required to undergo examination annually. The issue of the experiment has been of a kind to demonstrate the absolute necessity for this regulation, but in no other respect has the result been of a gratifying character. Comparatively few Teachers have voluntarily sought re-examination for the purpose of securing a higher grade of classification, and among those whose examination was compulsory not a few proved that their attainments had decreased since leaving the Model School. This result is easily accounted for. While at the Model School, they are subject to a strong and constant stimulus, which incites them to make the greatest exertion in study of which they are capable; but when removed to the country this pressure is removed, and, there being no present necessity for continuous study, their efforts at self-improvement become feeble and intermitting, and gradually cease altogether. While this is the state of things with many Teachers as regards their own personal culture, similar defects may be observed in their mode of managing their Schools. There may be literal obedience to rule, and conscientious discharge of the mechanical round of duties imposed, while the vivifying spirit and animating intelligence are entirely absent. In this point of view, the result of our inspection during the past year appears the least satisfactory. The causes producing the defects complained of are patent. The Teachers to whom we have just referred, having in most cases adopted teaching late in life, have neither the personal cultivation nor the technical skill required for success in their new profession; *nor have they the disposition to labour with sufficient energy for the attainment of these essentials to their own efficiency.* It is not merely that the best part of their lives has been spent in other and uncongenial pursuits—that, as many examples among National Teachers would prove, is no insurmountable barrier to success. The great difficulty is the '*vis inertia*' which characterizes so many Teachers, the impossibility of rousing them from their intellectual apathy and inducing habits of vigorous thought and exertion. It is probable that, after another year's trial of examinations, we may be able to report more favourably on this point, and that the spirit of inquiry and desire for self-improvement which now characterizes but a portion of the National School Teachers may be spread through the whole body. Some allowance must also be made for the fact, that the system of examinations has not yet been fully developed, and that the machinery has hitherto been imperfect and inadequate.

Even supposing all the Teachers now in the Board's service to have become thoroughly efficient, there will yet be a deficient supply of Teachers or candidates to fill vacancies caused by the rapid extension of the National System—that is, of men willing to devote themselves to the scholastic profession for life, and to assume its responsibilities and duties. The remedy for this deficiency that approves itself to our minds as least encumbered with objections, is the gradual extension of the Pupil Teacher System, by which persons are trained and instructed from early youth, for the office of Teacher. Under judicious training, we anticipate much good from the labours of the youth of this country, when they enter upon the business of teaching. With sympathies confined mainly to their own Country, and quickened by patriotic zeal for the advancement of their native land, with hopes and aspirations limited to the noble profession they have chosen, and with the personal culture and technical skill requisite for success, they will be likely to avoid the errors and failings which now render the labours of so many of the present race of Teachers ineffectual and unproductive.

It would be unfair to omit reference to the serious discouragements to which Teachers have been subjected during the past year, and the various impediments to their success. The foregoing portions of this Report will shew that we take pleasure in acknowledging the zeal and energy with which some of the Teachers have struggled against overwhelming difficulties. We believe that, with scarcely an exception, the Teachers in the Board's service are persons of good moral character, and exemplary members of society.

X.—SPECIAL SCHOOLS.

The Model Schools in Sydney suffered the same interruptions from storms and
sickness

sickness as National Schools in the Country Districts. The Table annexed exhibits the condition of these Schools as regards attendance during the year 1860.

SCHOOL AT	Average No. on the Rolls.	Average Daily Attendance.	Amount of School Fees Paid.
Fort-street	1,005	641	£ s. d. 1,215 15 7
William-street	754	461	710 18 6
Cleveland-street	262	170	333 6 9
Paddington	202	124	209 13 10
TOTAL.....	2,243	1,396	2,469 14 8

There is nothing of importance to record in the history of these Schools during the past year, as respects the primary department.

In the training department, twenty-five candidates were instructed and prepared for situations. Eighteen of these succeeded in obtaining certificates and were classified as follows:—

CLASS.	SECTION A.	SECTION B.	TOTAL.
I .....	...	1	1
II .....	...	4	4
III	4	9	13

The average period of training was two months. The insufficiency of this period has been adverted to in former Reports, but the expensiveness of the only available means of improvement, has hitherto rendered a more satisfactory arrangement impossible.

The District Model School at Mudgee, the only one yet established, still maintains its character and efficiency. The advantages attendant upon the establishment of similar institutions in the other principal country towns of the Colony, have been described on former occasions. For the training of candidates, for the guidance of Teachers already in charge of Schools, for the exposition of the best methods of teaching and of School management, District Model Schools are invaluable and essential.

XI.—GENERAL RESULTS OF INSPECTION.

It will be seen from the foregoing portions of this Report that, during the past year, improvements have been effected in the material state of our schools; that, with the exception of regularity of attendance, the moral tone has been considerably raised; but that the character of the instruction has not been distinguished by any noteworthy increase of skill, though communicated with greater industry and sincerity. Making allowance for the exceptional character of the seasons, the proficiency of the pupils may be regarded as slightly improved. The position, qualifications, and emoluments of Teachers remain nearly as in previous years. While therefore the National System has been steadily advancing as regards the number of Schools, the progress in efficiency has been but small.

XII.—HINDRANCES TO EDUCATION.

In our Report for 1859, we stated, the principal obstacles to educational success to be—

1. The existence of two rival systems.
2. The ignorance of parents.
3. Irregularity of pupils' attendance.
4. Deficiency in professional qualifications on the part of Teachers.

These impediments continue to exist, nor is the force of any of them lessened. It will be observed that the first of all these difficulties is imposed by the Legislature, by whom
it

it is easily removable. We are convinced that the advent of a general system, based on liberal views of Education, would be hailed with satisfaction by a great majority of the colonists; and that, after a fair trial of its working, many, who would now oppose its introduction, would acquiesce in its universal establishment. The second obstacle mentioned, is the fault of the public in its social capacity. No improvement can be expected on this point, unless by the gradual progress of public opinion, and the education of the public mind. Another generation will probably have to grow up before a satisfactory state of things can be anticipated on these grounds. The irregularity of attendance has undoubtedly become worse during the year, and at present there appears to be no reasonable prospect of amelioration, unless some stronger motive than any now existing be induced in the minds of parents to send their children regularly to School. Some steps have been taken to remedy the defective qualifications of Teachers, but as yet the measures initiated for this purpose have been productive of little practical benefit, partly because time is needed to bring them into full operation and observe the results, and partly because they are necessarily partial in their character, and inadequate to cover the whole ground of complaint.

XIII.—SUGGESTIONS FOR FUTURE IMPROVEMENT.

Most of the suggestions contained in our Report for 1859 have been carried out, and now form part of the ordinary administration of the system. The following matters still require consideration :—

School sites. 1. In some localities it is found impossible to procure land for School sites, either from the fact that all land belonging to the Government has been alienated, or because land is too costly to be given by a private owner. In such cases there is danger that the establishment of a National School may be rendered impossible from the large amount of local contributions necessary to be raised, and which it is probable the inhabitants may be unable to collect. We, therefore, think it desirable that, in such cases, the Commissioners should contribute, in the usual proportion, towards the cost of purchasing a site.

Teachers' residences. 2. We are of opinion that, in future erections, the number of apartments in the Teacher's residence should be at least three, together with a kitchen. By adopting this rule, the Commissioners will be enabled to add materially to the Teacher's comfort, and to enhance greatly the respectability of his position.

Local patrons 3. The necessity of defining the qualifications required in local patrons has long been apparent, and has been urged upon our attention by the extreme unfitness of certain persons elected to that office during the past year. We submit, therefore, that no persons should be appointed as local patrons unless they are capable of reading and writing, exhibit prudence and discretion, and are especially of temperate habits and good moral character.

School fees. 4. Notwithstanding the salutary changes introduced by the Board last year, in the regulations bearing upon the subject of School fees, much yet remains to be done before a thoroughly satisfactory arrangement can be arrived at. As an example of the abuses still existing, we have before mentioned the case of a Teacher whose income was lessened very considerably by the arbitrary and unjust conduct of certain local patrons, who suddenly, and without notice, reduced the rate of School fees by fifty per cent. In this case, the tacit contract implied between Teacher and patrons was evidently violated; and although such a course was not forbidden by the Board's rules as then existing (and was, therefore, not legally wrong), it is difficult to view the transaction in any other light than as being morally indefensible. The following rule would meet such cases as that under consideration :—
“ The scale of fees having been fixed, must not be altered without the sanction of the Commissioners; and six months' notice must be given to the Teacher before a revised scale can be acted upon.”

District Model Schools. 5. As far as we are aware, no steps have been taken towards the erection of District Model Schools, although, in our Report for 1859, we pointed out at some length the advantages likely to accrue from the establishment of such institutions in the large towns of the Colony. The experience of the past year confirms our opinion as to the desirability and even necessity for these Schools. It is evident to us that, until each inspectorial district is supplied with a good Model School, the National System, however much it may extend its operations

APPENDIX A.

NAME OF SCHOOL.	NUMBER OF CHILDREN ON THE ROLLS.			AVERAGE DAILY ATTENDANCE.			VESTED OR NON-VESTED.	REMARKS.
	Boys.	Girls.	Total.	Boys.	Girls.	Total.		
Aberglasslyn.....	22	27	49	12	15	27	V.	Re-opened as a vested School, 1st July.
Avondale	19	19	38	14	10	24	N.V.	Open the whole year.
Avisford	11	9	20	8	7	15	N.V.	Opened in September.
Adelong	14	10	24	9	8	17	N.V.	Opened in March.
Albury	60	45	105	27	14	41	V.	Open the whole year.
Bendelba	15	29	44	4	12	16	V.	Ditto.
Bolwarra	24	30	54	16	17	33	V.	Ditto.
Black Creek	28	14	42	21	9	30	N.V.	Closed in May.
Bishopsbridge	16	17	33	8	9	17	N.V.	Open the whole year.
Brookfield	41	32	73	19	17	36	V.	Opened in May.
Bendemeer	12	21	40	15	17	32	V.	Opened in December.
Braidwood	46	42	88	20	25	45	V.	Open the whole year.
Bega	28	14	42	20	8	28	V.	Closed in September.
Bangalore	17	13	30	13	11	24	N.V.	Open the whole year.
Burwood.....	13	14	27	6	6	12	N.V.	Closed in November.
Balmain	94	44	138	66	27	93	N.V.	Opened in February.
Berrima	19	18	37	15	14	29	N.V.	Open the whole year.
Broughton Creek	27	20	47	10	9	19	N.V.	Opened in June.
Botany Road	33	22	55	23	14	37	N.V.	Open the whole year.
Berkeley.....	37	20	57	27	14	41	V.	Ditto.
Bishopgate (Glebe) ..	112	99	211	84	64	148	N.V.	Ditto.
Bathurst	88	31	119	55	15	70	N.V.	Ditto.
Blaney	27	22	49	16	15	31	V.	Ditto.
Burrundulla	18	22	40	11	13	24	N.V.	Ditto.
Bowenfels	21	20	41	16	14	30	V.	Ditto.
Cessnock	8	18	26	3	10	13	N.V.	Closed in December.
Clarence Town	27	28	55	19	16	35	V.	Open the whole year.
Cundletown	30	25	55	20	18	38	V.	Ditto.
Camden	35	22	57	30	19	49	V.	Ditto.
Castlereagh	29	19	48	20	10	30	N.V.	Ditto.
Cawdor	11	27	38	6	15	21	N.V.	Ditto.
Cambewarra	24	24	48	19	18	37	V.	Ditto.
Clifton	16	19	35	16	14	30	N.V.	Opened in December.
Cobbity	22	23	45	14	13	27	N.V.	Open the whole year.
Cowra	23	23	46	18	15	33	N.V.	Ditto.
Carcoar	20	38	58	14	29	43	V.	Ditto.
Campbell's River	12	12	24	10	11	21	V.	Ditto.
Dunmore	23	21	44	11	12	23	V.	Ditto.
Dungog	49	65	114	27	37	64	V.	Ditto.
Dennis Island	15	21	36	11	16	27	V.	Ditto.
Dubbo	34	34	68	22	22	44	V.	Ditto.
Ellalong.....	18	21	39	9	11	20	N.V.	Ditto.
Eden	51	58	109	23	25	48	V.	Ditto.
Eling Forest	29	8	37	19	4	23	V.	Ditto.
Evans' Plains	19	13	32	15	9	24	V.	Ditto.
Falbrook	19	8	27	13	5	18	V.	Ditto.
Fishery Creek	29	27	56	15	18	33	V.	Ditto.
Four Mile Creek	18	13	31	13	9	22	V.	Ditto.
Fairy Meadow	30	36	66	19	25	44	V.	Ditto.
Glen William	29	29	58	7	12	19	V.	Ditto.
Gosforth.....	15	12	27	8	9	17	V.	Ditto.
Grafton	71	35	109	41	20	61	V.	Ditto.
Gunning.....	22	9	31	17	7	24	N.V.	Ditto.
Goulburn	26	18	44	23	13	36	N.V.	Ditto.
Gundagai	45	41	86	27	26	53	V.	Ditto.
Guntawang	17	13	30	8	4	12	N.V.	Opened in September.
Hinton	38	52	90	20	18	38	V.	Open the whole year.
Iona	28	28	56	16	12	28	V.	Ditto.
Ironbark.....	9	7	16	8	6	14	N.V.	Ditto.
Jamberoo	27	20	47	19	16	35	V.	Ditto.
Keen's Swamp	6	7	13	4	6	10	N.V.	Ditto.
Kirkconnell	23	34	57	11	23	34	V.	Ditto.
Long Reach	11	10	21	6	7	13	N.V.	Ditto.
Luddenham	8	16	24	6	13	19	V.	Opened in November.
Limekilns	8	10	18	7	8	15	N.V.	Opened in October.
Louisa Creek	19	21	40	11	14	25	V.	Open the whole year.
Mosquito Island	11	14	25	9	9	18	N.V.	Ditto.
McDonald River	12	12	24	8	10	18	V.	Ditto.
Mercndec	7	14	21	5	10	15	N.V.	Ditto.
Merriwa	20	21	41	18	16	34	V.	Ditto.
Murrurundi	38	24	62	24	11	35	V.	Ditto.
Myrtleville	13	11	24	9	9	18	V.	Opened in November.
Marengo.....	12	17	29	8	12	20	N.V.	Opened in March.
Marulan	9	23	32	6	16	22	N.V.	Opened in September.
Major's Creek	44	33	77	33	23	56	V.	Open the whole year.
Manly	16	11	27	9	2	11	V.	Ditto.
Marshall Mount	18	32	50	13	20	33	V.	Ditto.
Molong	23	23	46	13	13	26	N.V.	Ditto.
Mudgee	121	93	214	92	65	157	V.	Ditto.
Carried forward	2,186	1,950	4,136	1,412	1,205	2,617		

APPENDIX A—Continued.

NAME OF SCHOOL.	NUMBER OF CHILDREN ON THE ROLLS.			AVERAGE DAILY ATTENDANCE.			VERTED OR NON-VERTED.	REMARKS.
	Boys.	Girls.	Total.	Boys.	Girls.	Total.		
Brought forward	2,186	1,950	4,136	1,412	1,205	2,617		
Meadow Flat.....	13	12	25	9	9	18	V.	Open the whole year.
Morangaroo.....	7	14	21	5	6	11	N.V.	Closed in April.
Mt. Macquarie.....	6	18	24	5	14	19	V.	Open the whole year.
Nelson's Plains.....	23	27	50	14	16	29	V.	Ditto.
Newcastle.....	56	39	95	39	23	62	V.	Ditto.
Oswald.....	32	30	62	18	19	37	N.V.	Ditto.
Omega Retreat.....	11	6	17	8	4	12	V.	Opened in November.
Ophir Road.....	12	12	24	8	7	15	N.V.	Open the whole year.
Orange.....	47	42	89	33	29	62	V.	Ditto.
Parading Ground.....	18	21	39	9	13	22	V.	Ditto.
Pitt Town.....	85	84	169	73	67	140	N.V.	Ditto.
Parkhaugh.....	20	13	33	12	9	21	N.V.	Opened in September.
Purfleet.....	22	24	46	15	14	29	V.	Open the whole year.
Port Macquarie.....	5	19	24	3	12	15	V.	Frequent change of Teachers.
Panbula.....	12	8	20	6	5	11	V.	Open the whole year.
Pennant Hills.....	16	23	39	13	16	29	V.	Ditto.
Picton.....	15	12	27	10	8	18	V.	Ditto.
Pitt-street.....	71	53	124	50	26	76	N.V.	Opened in September.
Pymont.....	11	12	23	11	12	23	N.V.	Closed 1st February; re-opened 1st December.
Pyree.....	30	24	54	21	15	36	N.V.	Opened in September.
Peel.....	26	23	49	19	17	36	V.	Open the whole year.
Redbank.....	26	21	47	13	13	26	V.	Ditto.
Raymond Terrace.....	32	31	63	25	21	46	N.V.	Closed in March.
Richmond.....	40	27	76	40	18	58	N.V.	Opened in July.
Rylstone.....	11	14	25	8	8	16	N.V.	Open the whole year.
Rockley.....	20	14	34	12	11	23	N.V.	Opened in June.
Singleton.....	61	24	75	37	16	53	V.	Open the whole year.
Seaham.....	22	24	46	13	14	27	V.	Ditto.
Stanhope.....	16	23	39	8	12	20	V.	Ditto.
Strontian Park.....	22	23	45	16	17	33	N.V.	Opened in January.
Sugarloaf.....	27	22	49	17	12	29	V.	Open the whole year.
Smithfield.....	22	17	39	17	7	24	V.	Ditto.
Shell Harbour.....	28	13	41	20	9	29	N.V.	Ditto.
South Head.....	10	12	22	7	8	15	N.V.	Ditto.
Telagherry.....	26	22	48	17	13	30	N.V.	Opened in May.
Tilimby.....	10	10	20	6	9	15	N.V.	Open the whole year.
Tamworth.....	27	14	41	20	11	31	V.	Ditto.
Tomago.....	27	35	62	12	16	28	V.	Ditto.
Tinonee.....	14	15	29	4	10	14	N.V.	Ditto.
Taralga.....	19	22	41	11	10	21	N.V.	Ditto.
Tumut.....	28	28	56	17	16	33	N.V.	Ditto.
Towrang.....	10	13	23	6	9	15	N.V.	Ditto.
Tarlo.....	16	20	36	14	18	32	N.V.	Ditto.
Tucua.....	23	21	49	13	11	24	N.V.	Opened in March.
Tambaroora.....	18	20	38	13	14	27	N.V.	Open the whole year.
Vacy.....	21	31	52	13	16	29	N.V.	Ditto.
Violet Hill.....	13	23	36	10	16	26	V.	Ditto.
Walcha.....	17	16	32	14	15	29	V.	Ditto.
Wollombi.....	54	55	109	36	34	70	V.	Ditto.
West Kempsey.....	23	18	41	17	13	30	N.V.	Opened in October.
Waratah.....	34	37	71	24	27	51	N.V.	Open the whole year.
Warkworth.....	13	18	31	9	6	15	N.V.	Ditto.
Woola Woola.....	6	22	28	3	19	22	N.V.	Ditto.
Wesley Vale.....	24	20	44	24	20	44	N.V.	Opened in October.
Wentworth.....	13	18	31	10	17	27	N.V.	Opened in July.
Westbrook.....	25	18	43	17	9	26	V.	Open the whole year.
Wollongong.....	104	71	175	68	42	110	V.	Ditto.
Windeyer.....	25	16	41	14	10	24	V.	Ditto.
Wallerawang.....	19	20	39	10	12	22	N.V.	Opened in March.
Wattle Flat.....	38	35	73	25	16	41	V.	Open the whole year.
Winburndale.....	5	7	12	4	5	9	N.V.	Ditto.
Sydney:—								
Fort-street.....	578	380	958	429	268	697	V.	Open the whole year.
William-street.....	457	257	714	323	178	501	V.	Ditto.
Cleveland-street.....	188	111	299	137	78	215	V.	Ditto.
Paddington.....	103	85	188	72	56	128	V.	Ditto.
TOTALS.....	5,048	4,208	9,256	3,418	2,695	6,113		

APPENDIX B.

NUMBER of SCHOOLS sought to be ESTABLISHED during 1860.

No.	NAME OF PLACE WHERE SCHOOL APPLIED FOR.	VESTED OR NON-VESTED.	REMARKS.
1	Adelong	N. V.	Opened in March.
2	Avondale	N. V.	Opened in January.
3	Avisford	N. V.	Opened in September.
4	Baudon Grove	V.	Awaiting erection of School premises.
5	Broughton Creek	N. V.	Opened in June.
6	Charleston	V.	Awaiting completion of arrangements.
7	Clifton	N. V.	Opened in December.
8	Gunnedah	N. V.	Awaiting formal application.
9	Guntewang	N. V.	Opened in September.
10	Hartley	N. V.	Awaiting completion of arrangements.
11	Luddenham	V.	Opened in November.
12	Limekilns	N. V.	Opened in October.
13	Minni	N. V.	Awaiting formal application.
14	Marulan	N. V.	Opened in September.
15	McDonald's Creek	N. V.	Awaiting completion of arrangements.
16	Monkerai	N. V.	Ditto ditto.
17	Nundle	N. V.	Ditto ditto.
18	Pitt-street	N. V.	Opened in September.
19	Parkhaugh	N. V.	Ditto.
20	Rockley	N. V.	Opened in June.
21	Richmond	N. V.	Opened in July.
22	Scott's Creek	V.	Awaiting formal application.
23	Stoney Creek	V.	Awaiting the conveyance of the land.
24	Sandy Creek	V.	Awaiting formal application.
25	Stockton	N. V.	Opened in December.
26	Truskett's Flats	N. V.	Preliminary application received.
27	Taranah	N. V.	Awaiting appointment of Teacher.
28	Umarra	V.	Awaiting completion of School premises.
29	Uralla	N. V.	Awaiting appointment of Teacher.
30	Ulladulla	N. V.	Ditto ditto.
31	Woolsheds	N. V.	Ditto ditto.
32	Wentworth	N. V.	Opened in July.
33	Wellington	V.	Awaiting formal application.
34	Wesley Vale	N. V.	Opened in October.

APPENDIX C.

RECEIPTS and DISBURSEMENTS of the BOARD of NATIONAL EDUCATION, from 1st of JANUARY, to the 31st DECEMBER, 1860.

RECEIPTS.		AMOUNTS.	DISBURSEMENTS.		AMOUNTS.
	£ s. d.	£ s. d.		£ s. d.	£ s. d.
Vote, 1860	20,000 0 0		GENERAL MANAGEMENT.		
Ditto, Supplementary	5,000 0 0	25,000 0 0	Salaries	2,825 5 10	
Church and School Estates Fund		802 19 8	SUNDRIES.		
			Buildings and repairs—Rent and furniture	369 15 7	
			Travelling Expenses	534 10 0	
			Books, printing, and stationery	267 1 3	
			Petty expenses, carriage, and postage ..	99 6 7	
			Law Charges	43 1 2	
			General School furnishings	232 10 0	
				1,046 4 7	4,471 10
			School Salaries	14,535 0 8	
			SUNDRIES.		
			Buildings and repairs—Rent and furniture	3,915 5 3	
			Travelling Expenses	278 15 0	
			Books and stationery	184 17 3	
			Petty expenses, fuel, lighting, labour, &c. ..	59 13 3	
				4,438 19 9	18,973 11 9
Total Receipts		25,802 19 8	Total Disbursements		23,445 1 10
Balance on 31st December, 1859		52 14 7	Balance on 31st December, 1860		2,410 12 5
		£ 25,855 14 3			£ 25,855 14 3

ANNEX D.

DETAILED STATEMENT of the condition of National Schools inspected during the year 1860:—

- The remarks under the head I. relate to the material condition of the Schools.
 Under II. To their moral character.
 Under III. To the subjects and methods of instruction.
 Under IV. To the proficiency of the pupils.

NATIONAL EDUCATION.

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METROPOLITAN DISTRICT.

NAME OF SCHOOL	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Avondale (Non-vested.)	1860. 22 May..	14	18	32	<ol style="list-style-type: none"> 1. The material state of the School is not satisfactory, but as measures are in progress for the erection of a vested School, the defects of the present buildings, may be borne with for a time. 2. On the whole, the School in its moral aspect is promising. The pupils have not attended the School long enough to become thoroughly disciplined, but the defects now visible will probably disappear in time. 3. With most of the pupils, the Teacher had to commence from the very rudiments of School knowledge, and, consequently, none but the ordinary subjects have been introduced. The methods are characterized by a considerable amount of natural tact, and are fairly adapted to the capacities of the pupils, though defective in a few technical points. 4. The actual attainments of the pupils are inconsiderable; but their progress relatively to the period they have been under instruction, and to their ignorance at the outset, may be fairly regarded as satisfactory. Little can as yet be said as to the effect of the instruction in developing the intelligence of the pupils.
Burwood..... (Non-vested.)		6	6	12	<ol style="list-style-type: none"> 1. The School building is a very good one, but in all other respects the material state of the School is unsatisfactory. 2. The attendance of the pupils is irregular, having been frequently interrupted by heavy rains and by sickness. No decided opinion can be given as to the moral tone of the School. 3. Some important matters have been omitted from the instruction. 4. The attainments of the pupils are very meagre in every subject, and the development of mental power very small. <p>The general tone and spirit of the School are, at present, not satisfactory.</p>
Botany Road..... (Non-vested.)	18 July..	20	11	31	<ol style="list-style-type: none"> 1. The School building is fairly suitable and in good condition, and the supply of furniture, apparatus, and books, is adequate to the present requirements of the School. 2. The pupils are irregular in their attendance, though this fault may have been partly occasioned by the prevailing epidemic; and many are unpunctual. The majority are clean and tidy, in fair order, obedient, and pleasing in their manners. On the whole, but with a few very decided exceptions, the moral tone of the pupils may be considered as fair. 3. Some necessary subjects have hitherto been omitted from the course of instruction. The methods are not very suitable. 4. The attainments of the pupils are but small.
Berkeley (Vested.)	21 May..	31	19	50	<ol style="list-style-type: none"> 1. The School buildings are in good condition, and the supply of furniture, apparatus, and books, is sufficient for present wants. 2. With the exception of the elder children, the pupils are tolerably regular and punctual, they are clean, very orderly, obedient, and well conducted. The moral tone appears to be good.

METROPOLITAN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Berkeley—continued.	1860 .....	....	....	....	<p>3. None but the ordinary branches are taught. The methods employed are fairly judicious and skilful, there being a proper admixture of individual with collective lessons, and a careful adaptation of the instruction to the capacities of the pupils.</p> <p>4. The proficiency of the pupils may be considered as very fair. Great improvement is visible since the last inspection. The general tone of the School is very satisfactory.</p>
Berrima (Non-vested.)	17 Oct..	13	16	29	<p>1. The School buildings are in a ruinous condition. Suitable furniture and additional apparatus are required. The material state of the School is very unsatisfactory.</p> <p>2. The pupils are irregular, but tolerably punctual, clean, and orderly. The moral tone is, on the whole, good. The discipline of the School is very strict.</p> <p>3. The subjects of instruction do not accord with the requirements of the Table of Minimum Attainments. The methods are almost wholly individual, and exhibit a fair amount of skill.</p> <p>4. The actual proficiency of the pupils is moderate, on the whole; but there is a wide difference in this respect between the classes. For example, the first-class pupils rank low in point of attainment, while those in the third class are fair in this particular.</p>
Bishopsgate (Non-vested.)	11 July..	82	51	133	<p>1. No improvement has been effected in the material condition of this School, except that the supply of books has been increased.</p> <p>2. The pupils are still irregular and unpunctual, but have greatly improved in conduct and demeanor. While some defects still exist, the moral tone of the School may now be regarded as very promising.</p> <p>3. Generally speaking, the subjects of instruction are judiciously selected. The methods employed are fairly skilful.</p> <p>4. On the whole, the progress of the pupils can only be regarded as moderate, though it is probably as good as could be expected under the very difficult circumstances in which the Teachers are placed.</p>
Balmain..... (Non-vested.)	27 Sept..	68	25	93	<p>1. The Schoolroom is small and unsuitable. It is badly supplied with furniture. The material state is altogether unsatisfactory.</p> <p>2. From the crowded state of the room, proper discipline is impossible, however much the Teacher may strive to preserve order.</p> <p>3. The subjects of instruction are those prescribed in the Table of Minimum Attainments. The methods in use can scarcely be defined, on account of the imperfect means of organizing the School.</p> <p>4. The actual proficiency of the pupils is low, and their intellectual development very small. The average of each child's attendance is but short.</p>
Cleveland-street (Vested.)	Dec...	154	92	246	<p>1. This School is well supplied with furniture and apparatus. Its material state is good.</p> <p>2. The pupils are regular, clean, and in good order. The moral character of the School is good.</p>

METROPOLITAN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Cleveland-st.—continued	1860. .....	....	....	....	<ol style="list-style-type: none"> In addition to the ordinary branches, instruction is given in vocal music and elementary drawing. The methods employed are skilful. The proficiency of the pupils is good, and their mental power fair.
Castlereagh (Non-vested.)	13 June..	6	5	11	<ol style="list-style-type: none"> After being closed for some time, this School has recently been re opened under a new Teacher. Only eleven pupils were present, some being kept away by influenza, and others being required at home to assist their parents in repairing the damage occasioned by the late floods. The attainments of the pupils are very meagre in every subject.
Cobbity Paddock (Non-vested.)	8 Oct. ..	20	22	42	<ol style="list-style-type: none"> The School building needs repair, the furniture is of an inferior description, the apparatus is deficient, and the stock of books is reduced to nine servicable volumes. A remarkable improvement is manifest in the moral character of the School since the appointment of the present Teacher. The pupils are punctual and regular in their attendance, considering the obstacles to be overcome; clean in person and dress; quiet, orderly, and well behaved. Fair judgment has been shown in the selection of lessons; and the methods in use are, in the main, correct and effective. The actual proficiency of the pupils is very moderate; but their progress under the present Teacher is highly satisfactory. In all but its material aspect, the School is in a promising condition.
Cawdor (Non-vested.)	10 Oct. ..	8	21	29	<ol style="list-style-type: none"> The material state of this School is very good in every respect. The cleanliness and order of the pupils are particularly worthy of note; they are less regular than could be wished, the district being agricultural. The subjects of instruction are appropriate, and accord with the Table of Minimum Attainments. The methods employed are characterized by average skill, but are applied with great industry and perseverance. The actual proficiency of the pupils is somewhat better than moderate. All things considered, this is not an unsatisfactory amount of progress.
Camden (Vested.)	4 Oct. ..	30	20	50	<ol style="list-style-type: none"> The School buildings require some repairs; and the stock of books is insufficient. In other respects, the material state of the School is good. The pupils are, generally speaking, irregular in their attendance, and not very punctual. In personal appearance, they are clean and tidy. The subjects of instruction are selected with judgment, and the methods in use are, in general, decidedly good. Considering all the difficulties the Teacher has had to contend with, such as floods, sickness, and the disorganized state in which he found the School; the proficiency of the pupils may be estimated as fair.

METROPOLITAN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Eling Forest (Vested.)	1860. 16 Oct. ..	23	7	30	<ol style="list-style-type: none"> Repairs are needed to the School-house and Teacher's residence, and a larger supply of books is required. In other respects, the state of the School as regards material appliances is satisfactory. The School bears a high character for the efficiency of its discipline, and, with the exception of some slight remains of bashfulness, the moral tone is very good. Considerable judgment and much earnestness have been evinced in the selection of lessons; and the methods in use indicate a fair amount of skill on the part of the Teacher. On the whole, this aspect of the School is very gratifying. The proficiency of the pupils is but moderate. Irregularity of attendance arising in part from sickness and bad weather, and the advanced age at which some of the pupils began their Education, account for their slow progress.
Fort-street (Boys) (Vested.)	Dec. ..	232	....	232	<ol style="list-style-type: none"> The material state of this School continues to be the best possible in the Colony. The regularity, punctuality, cleanliness, and order, are still satisfactory. As in previous years, vocal music, and outline drawing are taught to the whole School, in addition to the ordinary branches; and algebra, geometry, and the rudiments of Latin are learned by the advanced classes. Satisfactory progress has been made by the pupils, both as regards acquirement and mental culture.
Fort-street (Girls) (Vested.)	Dec. ..	....	170	170	<ol style="list-style-type: none"> This School, in its material aspect, closely resembles the boys. The pupils are tolerably regular in their attendance, clean, and in tolerably good order. No change has been made in the list of subjects taught, and the methods continue to be characterized by fair skill. Fair progress has been made by the pupils, and the cultivation of their minds has been tolerably successful.
Fort-street (Infants) .. (Vested.)	Dec. ..	151	117	268	<ol style="list-style-type: none"> As remarked in previous reports, the Schoolrooms are inconveniently small. The material appliances are, in other respects, amply sufficient. The moral character of the School is very fair for an Infant School. Suitable subjects are taught by methods appropriate to young children. Very fair proficiency has been attained in the subjects taught, and the cultivation of the children's minds has received due attention.
Fairy Meadow (Vested.)	15 Nov. ...	27	33	60	<ol style="list-style-type: none"> On the whole, this School is well furnished with material appliances. The moral aspect of the School is good. The conduct and demeanour of the pupils are highly pleasing. Both subjects and methods are judiciously chosen. The instruction is farther characterized by careful adherence to a systematic course, by energy and industry, and thoroughness to the extent to which the various branches are taught. The attainments of the pupils are barely tolerable, but the efficient instruction of the Teacher will probably soon have the effect of raising their proficiency.

METROPOLITAN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Jamberoo (Vested.)	1860, 30 May..	29	19	48	<ol style="list-style-type: none"> 1. The Schoolroom is suitable and in good repair. There is a tolerably plentiful supply of furniture, apparatus, and books. 2. Considerable improvement is manifest in the moral aspect of the School, though there is still ground for complaint in connection with the irregularity of attendance. The cleanliness and order are good; and it is worthy of notice that the bashfulness complained of in former years has greatly diminished, and that the pupils manifest some willingness to answer questions. 3. The ordinary subjects are taught as directed in the Table of Minimum Attainments, and the methods are fairly suitable. 4. The pupils exhibit moderate proficiency; but on a few subjects their attainments are rather meagre.
Manly (Vested.)	19 Sept...	9	1	10	<ol style="list-style-type: none"> 1. In every respect the material state of this School is good. 2. It ranks very low in point of punctuality and regularity of attendance. Otherwise the moral character is good. 3. The subjects of instruction are selected with tolerable skill, and accord with the provisions of the Table of Minimum Attainments. The methods are of an individual character. 4. The proficiency of the pupils is small.
Marshall Mount (Vested.)	23 May..	15	27	42	<ol style="list-style-type: none"> 1. The School buildings, furniture, apparatus, and supply of books, are all excellent. In this respect the School will bear comparison with the best in the Colony. 2. The discipline of this School is good. The pupils are orderly and well conducted, and much of the bashful timidity they exhibited on former occasions has disappeared. 3. The subjects of instruction are confined to those named in the Table of Minimum Attainments; the Teacher having of late discontinued his lessons on vocal music, on account of the irregular attendance of the elder pupils. His methods are judicious. 4. On the whole, the progress of the pupils has been moderate, though the School appeared to some disadvantage from the fact that all the more advanced pupils had left since my previous visit.
Omega Retreat (Vested.)	20 Nov...	6	2	8	<ol style="list-style-type: none"> 1. This School had been open but one week, when visited; and, during that period, the weather had been very wet. 2. The building is new, well suited for its purpose, and well furnished.
Paddington (Vested.)	Dec.	76	58	134	<ol style="list-style-type: none"> 1. The School is well furnished with appliances for teaching, and its general condition in this respect is good. 2. In point of discipline there is little to be desired; the moral tone is good. 3. Besides the ordinary branches, instruction is given in vocal music, drawing, and algebra. The methods employed are skilful. 4. The proficiency of the pupils is good, and their mental power considerable.

METROPOLITAN DISTRICT—*Continued.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Picton..... (Vested.)	1860. 12 Oct. ...	10	9	19	<ol style="list-style-type: none"> 1. This School is badly situated, and the building is fast decaying. The furniture is in bad condition; but there is a fair supply of apparatus and books. 2. The pupils are unpunctual and irregular; but tolerably clean and orderly. 3. The Teacher is capable of making a judicious choice of lessons, and possesses a very fair acquaintance with good methods. The teaching lacks energy and system. 4. The attainments of the pupils are very moderate in extent, and in grammar they are very small. The excessive irregularity of the attendance partly accounts for the want of progress.
Pitt-street..... (Non-vested.)	25 Oct. ...	47	38	85	<ol style="list-style-type: none"> 1. No playground is attached to this School. With this exception, the condition of the School, with regard to material appliances, is very fair. 2. Considering that the School has been opened but six weeks, the discipline and moral tone are creditable. 3. The matter of instruction is judiciously chosen, and the methods in use are of an excellent description. 4. The proficiency of the pupils is barely moderate.
Shell Harbour..... (Non-vested.)	24 May ..	22	15	37	<ol style="list-style-type: none"> 1. The School building is not a very good one, and more furniture is required. In other respects, the material state of the School is satisfactory. 2. The regularity and punctuality are still somewhat defective; but, in those points of discipline over which the Teacher is able to exercise any control, a decided improvement is visible since my former visit. I have a very favourable impression of the moral tone of the School. 3. The ordinary branches are taught, and the methods are judicious and earnest. 4. On the whole, the pupils have made fair progress.
South Head..... (Non-vested.)	26 Sept...	6	9	15	<ol style="list-style-type: none"> 1. In its material aspect, this School is in fair condition. The furniture is not well adapted to its purpose. 2. The pupils are tolerably punctual, but very irregular. The cleanliness and order are satisfactory; and, excepting a little bashfulness, the conduct of the children is pleasing. 3. Tolerable judgment has been shewn in the choice of lessons. The methods are necessarily of an individual character. 4. The proficiency of the pupils is very small.
Smithfield..... (Vested.)	2 Oct.....	17	11	28	<ol style="list-style-type: none"> 1. The School is, on the whole, in favourable condition as regards its material appliances. 2. In its moral aspect, the School has improved in every point but regularity of attendance, in which it has rather deteriorated. Sickness, bad weather, and other causes, have contributed to produce this result. 3. In general, the Teacher adapts the matter of his lessons to the capacities of his pupils with fair skill. His methods are chiefly of the individual kind. The irregularity of the attendance has rendered the adoption of these methods necessary.

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METROPOLITAN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Smithfield—continued ..	1860. .....	....	....	....	4. The attainments of the pupils are but small, and their mental powers have received but little cultivation.
Violet Hill..... (Vested.)	17 May ..	6	11	17	1. The material state of the School still remains imperfect, several additions to the building being required. 2. The day being wet, only half the usual number of pupils attended. These were clean and in good order. 3. The children present were examined and found to be making fair progress.
Wollongong (Girls).... (Vested.)	13 Nov...	....	33	33	1. This School is tolerably well furnished with material appliances. 2. The pupils are tolerably punctual, but irregular in their attendance. They are very neat and clean, obedient, and in good order. The discipline is strict and effective. 3. Fair skill has been exhibited by the Teacher in the selection of both subjects and methods, and it is especially manifest that she has industriously striven to advance her pupils. 4. Taking the average of the different classes, the proficiency of the pupils may be described as tolerable. The absence of some of the more advanced pupils reduces the character of the attainments, which would otherwise rank as fair.
Wollongong (Infants).. (Vested.)	13 Nov...	16	21	37	1. The Schoolroom is scarcely a suitable one, and the supply of furniture and apparatus is defective. 2. The discipline of the School, as far as it depends upon the Teacher, is creditable, the pupils being very neat, clean, and in good order. They are punctual, but not regular. 3. Some judgment has been exhibited in selecting from the round of subjects proper to Infant School instruction, such as are specially appropriate under present circumstances, and lie within the Teacher's power to deal with effectually. Very fair skill has been evinced in the choice of methods, which, both in form and spirit, are identical with those in use in the Model School. 4. The actual proficiency of the pupils is small, as might be expected from their tender age and the shortness of the period—a few weeks only—they have been under instruction.
Wollongong (Boys).... (Vested.)	14 Nov...	70	..	70	1. The material state of this School is tolerably satisfactory. The School buildings exhibit marks of the effects of the weather. 2. The punctuality and regularity of attendance are still less satisfactory than could be wished, but the discipline has improved in every other particular. 3. Fair skill is shewn in the selection of appropriate lessons, and the methods in use are generally good. 4. Considering all the circumstances of the School, the amount of progress made must be deemed fair.
William-street (Girls).. (Vested.)	Dec. ....	..	101	101	1. The material state of the School has been improved by flooring the room with boards. It is now in excellent condition. 2. The pupils are in good order, very clean, and tolerably regular.

METROPOLITAN DISTRICT—*Concluded.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
William-street (Girls) <i>continued.</i>	1860. .....	....	....	....	<ol style="list-style-type: none"> 3. In addition to the ordinary branches, vocal music and elementary drawing are taught. The methods in use are characterized by a fair amount of skill. 4. The pupils have made fair progress and display a considerable amount of intelligence.
William-street (Boys) (Vested.)	Dec.	204	....	204	<ol style="list-style-type: none"> 1. The material state of the School is now good in every respect. 2. The pupils are punctual and regular in their attendance, clean, and in good order. 3. Vocal music, elementary drawing, mensuration, and geometry, are added to the ordinary branches of instruction. As before, the methods of teaching are skillful. 4. The pupils have made good progress in all the branches taught.
William-street (Infants) (Vested.)	Dec.	125	98	223	<ol style="list-style-type: none"> 1. The material condition of this School is excellent. 2. The discipline is very good, the pupils being clean, orderly, and as regular in attendance as could be expected of infants. 3. Appropriate subjects of instruction are chosen, and the methods adopted are those best suited to Infant Schools. 4. The proficiency of the pupils in the subjects taught is very fair, and the development of their intelligence considerable.
Westbrook (Vested.)	9 Oct. ...	24	14	38	<ol style="list-style-type: none"> 1. The School building is somewhat leaky; but as regards furniture, apparatus, and books there is no reason to complain. 2. The School ranks low in respect of punctuality and regularity, but otherwise the discipline is very fair. The pupils are clean, orderly, and well conducted. The moral tone is satisfactory. 3. The Teacher is fairly judicious in his choice of lessons. His methods are a tolerable imitation of those employed in the Model School. His teaching is defective in system and thoroughness. 4. The attainments of the pupils are of moderate extent.
NORTHERN DISTRICT.					
Aberglasslyn (Vested.)	1 Nov...	14	13	27	<ol style="list-style-type: none"> 1. This is a new building, substantially constructed. The ground is enclosed, and out-buildings have been provided. The furniture and apparatus are also new. Altogether the material condition is satisfactory. 2. The regularity and punctuality are not fully satisfactory. The pupils are clean in person, and in general are orderly, but deficient in habits of attention. The government is not sufficiently firm. 3. The instruction is to a certain extent judiciously chosen, and carefully conducted, but requires a greater degree of precision. 4. In the second and sequel classes, the attainments in reading, writing, and grammar are very fair; in arithmetic fair; in geography and Scripture, tolerable. The first-class pupils are low in point of attainments. The mental power is tolerable; self-reliance, moderate. 5. The local patrons of this School are attentive and zealous.

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NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Bendolba (Vested.)	1860. 30 May..	2	18	20	<ol style="list-style-type: none"> 1. With the exception of out-buildings, not yet provided, and interstices in the slab walls, which require to be filled up, there is little to complain of in the material condition of this School. 2. The pupils are irregular in attendance, but in general they are punctual, clean in person, and neatly dressed. They are very bashful; but in other respects behave with propriety. 3. The subjects taught are appropriate; while the methods employed are judiciously chosen, and rationally applied. 4. In reading and writing, the attainments may be considered very fair; in arithmetic, grammar, and geography, fair; in object lessons and Scripture, tolerable. The mental capacity is moderate.
Bishop's Bridge (Non-vested.)	17 July..	8	10	18	<ol style="list-style-type: none"> 1. The building is too small, and in very bad repair. The furniture is unsuitable, and the apparatus insufficient. It is proposed to erect a better building, as soon as a suitable site can be obtained. 2. The children are in general regular and punctual. They are clean, orderly, and well conducted. 3. The subjects taught are those prescribed in the Table of Minimum Attainments. The instruction is conducted with perseverance, but with moderate skill. 4. The attainments in writing, arithmetic, and grammar, are very fair; in reading, good; in object lessons, tolerable, in geography and Scripture, good. The older pupils shew a fair degree of animation and intelligence.
Black Creek (Non-vested.)	22 March.	14	7	21	<ol style="list-style-type: none"> 1. The general condition of this School in its material, moral, and intellectual aspects, was so unsatisfactory, as to render it expedient in the early part of the year to discontinue the aid granted, until a better arrangement could be effected. The building used was especially unsuitable. 2. Measures have been adopted for the erection of new premises on a more convenient site.
Bolwarra (Vested.)	25 June..	18	12	25	<ol style="list-style-type: none"> 1. The Schoolhouse having been rendered unsafe by a storm, the School business is conducted in temporary premises adjoining. The furniture, apparatus, and books are sufficient in quantity, and in fair condition. 2. The attendance is irregular; but the greater number of the pupils are tolerably punctual and clean. They are decently attired and well conducted. 3. The subjects taught are appropriate. The instruction is modern, and is characterized by attention, patience, and skill, but requires greater force. 4. The attainments in reading and writing rank as very fair; in arithmetic, grammar, and geography, as fair; in Scripture, as tolerable. The mental capacity may be considered fair.
Brookfield (Vested.)	31 May..	12	16	28	<ol style="list-style-type: none"> 1. This building has lately undergone repair, and considerable additions have been made. On the whole, its material condition is very good. The furniture and apparatus are sufficient and suitable.

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Brookfield—continued ..	1860. .....	....	....	....	<p>2. Generally speaking, the children have not been regular, but usually they are punctual. With some exceptions, they are clean and properly dressed. The order is fair.</p> <p>3. The subjects taught are appropriate, and the methods of instruction are judiciously chosen, but require more energy.</p> <p>4. In attainments, the first class may be considered fair; and the second as very fair; mental capacity and general intelligence, tolerable. The School had lately been reopened, after a considerable recess.</p>
Cessnock (Non-vested.)	July 14 ..	....	....	....	<p>1. The arrangements, as regards the School building, ground, furniture, and apparatus, are temporary, and very unsatisfactory. From the lack of public interest, no effective measures have yet been taken to remedy these defects.</p> <p>2. The pupils are neither regular nor punctual, but are clean, neat, and orderly.</p> <p>3. The instruction is obsolete, mechanical, and therefore of little value.</p> <p>4. The attainments in reading and Scripture are fair; in writing, tolerable; in arithmetic and grammar, low; and in geography, very limited. Mental power, not cultivated.</p>
Clarence Town (Vested.)	1 June ..	23	28	51	<p>1. This building is a good one; but it stands in need of repair. Otherwise, the material condition is good. The furniture, apparatus, and books are sufficient.</p> <p>2. The pupils are punctual; and, generally speaking, regular in attendance. They are clean, neat, and orderly. The moral tone is good.</p> <p>3. The subjects taught are appropriate. The instruction is modern, and conducted with skill.</p> <p>4. In the first, second, and third classes, the reading and writing may be considered very fair. Arithmetic, grammar, geography, object lessons, and Scripture, range from fair to very fair. The attainments of the fourth class range from very fair to good. The mental power is fair.</p>
Cundletown (Vested.)	22 May ..	21	18	39	<p>1. The Schoolhouse, out-buildings, and fences, are in good preservation. The furniture, apparatus, books, and registers, are in a satisfactory condition.</p> <p>2. No cause of complaint exists as regards the regularity, punctuality, and cleanliness of the pupils. They are orderly, attentive, and obedient.</p> <p>3. The instruction is earnest and skillful.</p> <p>4. The attainments in reading, arithmetic, grammar, and geography, are very fair; in writing, good; and in vocal music, fair. The pupils display a very fair degree of observation and of general intelligence. The local patrons are attentive and zealous.</p>
Dungog (Vested.)	29 May ..	25	40	65	<p>1. The building is old and unsuitable. The ground is destitute of fences and out-buildings. The furniture, apparatus, and books, are sufficient in quantity. Measures are in progress for the erection of a better Schoolhouse.</p>

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NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Dungog—continued	1860. .....	....	....	....	<ol style="list-style-type: none"> The attendance fluctuates greatly; but the children are reasonably punctual, clean, and neatly clothed. The order, attention, and general demeanour of the pupils should be better than they are. The subjects taught are appropriate. The instruction is characterized by attention, perseverance, and a considerable degree of skill. In the first and second classes, the proficiency ranges from tolerable to fair; in the sequel, from fair to very fair; and in the third, from very fair to good. The mental power is fair. A new body of Patrons has lately been appointed.
Dunmoro (Vested.)	10 Dec. ...	16	16	32	<ol style="list-style-type: none"> The Schoolhouse, fences, and Teacher's residence, are in want of repair. The furniture and apparatus are sufficient, and in fair condition. The supply of books needs renewal. The pupils are tolerably regular and punctual. They are clean and neat; but the order is not good. The moral tone is low. The instruction is judicious and earnest. The proficiency in reading and grammar may be considered fair; in writing, arithmetic, and Scripture, very fair; in geography and object lessons, tolerable. The mental power, sustained attention, and inclination to exertion, are all very unsatisfactory. The Teacher has only lately taken charge of the School.
Ellalong (Non-vested.)	13 July..	6	13	19	<ol style="list-style-type: none"> This building has lately been repaired, and the material condition of the School considerably improved. It is not yet fully satisfactory. As an educational institution it is badly supported. The few pupils who do attend are reasonably punctual. The order and attention have slightly improved since last year. The instruction is characterized by patience and attention, though moderate skill. In reading, grammar, and needle-work, the attainments are very fair; in writing and Scripture, fair; in arithmetic, geography, and object lessons, tolerable. The mental capacity is tolerable.
Falbrook (Vested.)	28 Aug. ..	16	8	26	<ol style="list-style-type: none"> The ground is properly enclosed; but the Schoolhouse stands in need of some repair. The furniture is rude and unsuitable, and the apparatus is insufficient. The books are in fair condition. The children are neither regular nor punctual. They are clean, tolerably neat, and, in general, well conducted, but want animation. The subjects taught are those required. The instruction is fairly skilled, but wants energy and care. The attainments are not satisfactory. In the first class they are only tolerable; in the second they are fair; in the sequel, very fair. In general intelligence, and in habits of observation, the pupils are below the average.
Fishery Creek..... (Vested.)	6 Aug. ...	11	14	25	<ol style="list-style-type: none"> This is a new building properly enclosed. The supply of furniture, apparatus, and books, is good. On the whole, the material condition is satisfactory.

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Fisbery Creek — continued.	1860. .....	....	....	....	<p>2. The pupils are punctual, but irregular in attendance. They are much more cleanly and neat, but less orderly than before. Their demeanour is not sufficiently subdued.</p> <p>3. The subjects taught are appropriate, and the instruction is fairly adapted to the capacities of the pupils.</p> <p>4. In attainments, the first class may be considered fair; the second fair; and the sequel class good. Upon the whole, the mental power is fair.</p>
Four Mile Creek (Vested.)	26 July ..	7	6	13	<p>1. The Schoolhouse, furniture, and apparatus, are in fair condition. The books are much worn, and scarcely sufficient. The Registers are properly kept. The fencing is of a very temporary character.</p> <p>2. The School is not well supported. The children are punctual, but not regular. They are clean and orderly. The moral tone is fair.</p> <p>3. The subjects taught are those prescribed. The instruction is patient and earnest, but is not sufficiently intellectual.</p> <p>4. The attainments of the first class may be considered tolerable; of the second, fair; of the third, very fair. In self reliance and mental exertion the pupils do not stand high.</p>
Glenwilliam (Vested.)	4 June ..	13	17	30	<p>1. This building was undergoing repair at the date of inspection. The ground is not enclosed. The furniture, apparatus, and books, are sufficient for present wants, and in fair condition.</p> <p>2. The children are not regular in attendance, though usually they are punctual. They are clean, neatly dressed, and attentive, but are not sufficiently animated.</p> <p>3. The subjects taught are those required. The instruction is judicious, and is conducted with a fair degree of skill.</p> <p>4. In attainments, the reading is good; writing, arithmetic, grammar, and Scripture, are very fair; geography and object lessons are fair.</p>
Gosforth (Vested.)	26 June..	10	6	16	<p>1. The buildings are in good preservation, but part of the ground only is fenced, and no outbuildings have been provided. The furniture, apparatus, and books, are in fair condition, but scarcely sufficient.</p> <p>2. The children attend very irregularly, but are tolerably punctual. The cleanliness, order, attention, and moral tone of the School may be considered fair.</p> <p>3. The subjects taught are appropriate. The instruction is earnest, and otherwise is of an average character.</p> <p>4. The attainments of the first class are fair; in the second class they range from fair to very fair; and, in the sequel class, are very fair. The mental power is tolerable.</p>
Grafton (Vested.)	23 Oct. ...	42	20	60	<p>1. From the increase of the population, this building is not now central nor is it of a very suitable character for a large School. It requires cleaning, painting, and other repairs. The fences, furniture, and apparatus are in fair preservation; but the books are much worn and need replacing.</p>

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NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Grafton—continued	1860. .....	....	....	....	<p>2. The children attend irregularly; but they are punctual, clean, and becomingly dressed. The order and moral tone are fair.</p> <p>3. The instruction is modern and skilful; but the subjects taught do not satisfy the requirements of the Table of Minimum Attainments.</p> <p>4. The attainments of the first class are moderate; of the second tolerable; of the third, fair; and of the fourth very fair.</p> <p>On the whole the School has improved since last year; but sustained attention, and individual thought are yet deficient. The mental power is tolerable.</p>
Hinton (Vested.)	27 June..	26	23	49	<p>1. This School is well organized. There is very little to complain of in the material condition of the establishment.</p> <p>2. The pupils are neither regular nor punctual in attendance. They are clean, becomingly dressed, and attentive. The moral tone is fair.</p> <p>3. The subjects taught agree with the Table of Minimum Attainments. The instruction is adapted to the capacities of the pupils.</p> <p>4. In attainments, the first class may be regarded as fair. Those of the second class range from fair, to very fair; and of the third class, from very fair to good.</p> <p>The pupils are deficient in sustained attention. The mental power is fair. Observation and general intelligence in the younger pupils tolerable.</p>
Iona (Vested.)	14 Aug..	22	11	33	<p>1. The Schoolhouse, outbuildings, furniture, and apparatus are in fair condition, but not so well kept as could be desired.</p> <p>2. The pupils are neither regular nor punctual. They are clean, tolerably neat, and more orderly than before. The moral tone has slightly improved.</p> <p>3. The subjects taught do not fully agree with those prescribed. The instruction requires more precision, vigour, and searching examination.</p> <p>4. Through the various classes, the attainments range from tolerable to fair. Only the writing and arithmetic of the third class rise above this limit. Mentally, the children are very indolent.</p>
M'Donald River..... (Vested.)	10 July ..	12	11	23	<p>1. This is a slab building, but is so well cared for as to rival many Schoolhouses of a more costly nature. The furniture and apparatus are in good condition.</p> <p>2. The pupils are generally regular and punctual in attendance. They are clean, orderly and attentive. The moral tone is good.</p> <p>3. The subjects taught are those prescribed. The instruction is evidently conducted with care and diligence.</p> <p>4. The attainments of the first class are good; of the second, very fair; of the third, ranging from very fair to good. The elder children shew a very creditable degree of general intelligence and mental capacity.</p>
Merriwa (Vested.)	20 Sept...	16	14	30	<p>1. This building is substantial, but, both it and the outbuildings are in need of repair. The fences, furniture, and apparatus are in fair condition.</p>

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Merriwa— <i>continued</i>	1860 .....	....	....	....	<p>2. With a few exceptions, the pupils are regular and punctual in attendance. Most of them are clean, well dressed and attentive, although the moral tone scarcely rises to the average limit.</p> <p>3. The subjects taught are those prescribed. The instruction is appropriate and judicious.</p> <p>4. The attainments in reading, grammar, and geography are good; in writing, object lessons, and scripture very fair; in arithmetic and needlework they range from fair to very fair. Upon the whole there is a decided tendency to improvement since last year's examination.</p>
Mosquito Island (Non-vested.)	29 Nov. ...	9	14	23	<p>1. This building is too small, and not in good repair. No accommodation has been provided for the teacher. The School ground is not enclosed, nor are outbuildings provided. The furniture, apparatus, and books are sufficient in quantity, and in fair condition.</p> <p>2. No cause of complaint exists as regards regularity, punctuality, or cleanliness; but more noise than is necessary pervades the School business. The moral tone is tolerable.</p> <p>3. The subjects taught are those prescribed; but the classification is defective. The instruction is suitable and earnest.</p> <p>4. Compared with the usual standard the attainments of the first class are fair; of the second, fair; and of the sequel class, very fair. The mental power is tolerable.</p>
Murrurundi (Vested.)	31 Aug.	31	16	47	<p>1. This building has been repaired, and is now in a very good condition. In other respects the material state of the School is reasonably good.</p> <p>2. The pupils are not regular, nor are they, generally speaking, punctual. They are clean, neat, and attentive. The moral tone is very fair.</p> <p>3. The subjects taught are those prescribed, and the instruction is on the whole good.</p> <p>4. The attainments of the first class are fair; of the second class, good; of the sequel good; and of the third, ranging from good to very good. The mental power is very fair. Since last year this School has greatly improved. Some of the local patrons are very attentive.</p>
Nelson's Plains (Vested.)	15 Oct.	24	20	44	<p>1. The Schoolroom is in fair condition, but the Teacher's residence is out of repair. The fences are broken, and there are no outbuildings. The furniture, apparatus, and books, are sufficient, and in fair preservation.</p> <p>2. The pupils are irregular, but reasonably punctual. They are clean and orderly. The moral tone is fair.</p> <p>3. The subjects taught are those required. The instruction is appropriate, and shews a fair degree of skill.</p> <p>4. The attainments of the first class are tolerable. In the other classes the proficiency in reading, writing, geography, and Scripture, ranges from fair to very fair. Arithmetic and grammar are good. The mental capacity is fair.</p>

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Newcastle (Non-vested.)	1860. 20 June..	54	20	74	<ol style="list-style-type: none"> 1. The Schoolroom is in good condition. The ground is only partially enclosed, and is not provided with outbuildings. The furniture and apparatus are sufficient, but the books are insufficient and much worn. 2. The pupils are irregular and not punctual. They are clean and properly dressed. The order and moral tone are somewhat better than last year. 3. The subjects taught are appropriate. The instruction is not deficient in skill, but is superficial and not sufficiently earnest. 4. The attainments in reading, writing, and object lessons are fair; in arithmetic, unsatisfactory; in grammar, geography, and Scripture, the proficiency ranges from fair to very fair. The pupils cannot sustain their attention in any subject, even for a reasonable time. The mental capacity is tolerable.
Oswald..... (Non-vested.)	23 July..	18	22	40	<ol style="list-style-type: none"> 1. The material condition of this School is, upon the whole, very fair. 2. The pupils are clean, orderly, punctual, and tolerably regular. The moral tone is good. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is attentive, earnest, and judicious. 4. The attainments in reading, arithmetic, writing, and Scripture, are good; in grammar, very good; in geography and other subjects, very fair. The general intelligence of the younger children, and mental capacity of the older pupils, are very encouraging, and speak favourably for the industry of the Teachers.
Parading Ground (Vested.)	15 Nov...	14	17	31	<ol style="list-style-type: none"> 1. The general condition of this School, materially considered, is tolerably good. 2. The children are not regular in attendance, but are reasonably punctual. They are clean, orderly, and subdued in their demeanour. 3. The subjects taught agree with those required. The instruction is conducted with care, and a fair degree of skill. 4. The attainments in reading and writing are good. The arithmetic also is good. The other subjects range from tolerable to fair. The children sustain their attention tolerably well. The mental power is fair.
Parkhaugh (Non-vested.)	7 May..	17	13	30	<ol style="list-style-type: none"> 1. The playground attached to this place was too limited in extent; and, when visited, the out-buildings had not been erected. In other respects, the material condition was fair. 2. The pupils attended with punctuality and regularity. They were clean, orderly, and attentive. 3. The instruction was fairly adapted to the capacities of the pupils; and, considering the time which the School had been in operation, the proficiency attained was gratifying.
Pitt Town (Non-vested.)	20 June..	33	20	53	<ol style="list-style-type: none"> 1. A very good building, well supplied with furniture, apparatus, diagrams, and books. The playground, however, is not yet enclosed. 2. At the date of examination nearly one-half of the pupils were

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Pitt Town—continued..	1860. .....	....	....	....	absent through sickness. They are usually regular and punctual. The cleanliness, order of the School, and general demeanour of the children are tolerably satisfactory. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is careful and judicious. 4. The attainments of the first class are fair; of the second and sequel classes, very fair on the whole; of the third class, approaching to good. General intelligence, fair; sustained attention and mental power, tolerable. The local patrons of this School are very attentive.
Port Macquarie (Vested.)	10 May ..	2	9	11	1. The Schoolroom and the premises generally are in fair condition. The furniture is sufficient, and in good condition. The apparatus and supply of books are insufficient. Owing to a change of teachers the School records were mislaid, and could not be found at the date of inspection. 2. The School having been lately re-opened, the attendance was limited. The pupils are tolerably regular, but not punctual. They are clean, neatly dressed, and well-conducted. 3. The subjects taught are in conformity with the prescribed standard. The instruction is judicious and skilful. 4. Considering the time the School has been in operation, and the disadvantages with which the teacher has to contend, the proficiency attained is as high as could be expected.
Purfleet (Vested.)	18 May ..	10	13	23	1. On the whole, the material condition of this School is tolerably good. 2. The children are punctual, and fairly regular in attendance. They are clean, neat, and orderly. The moral tone is good. 3. The subjects taught are those required by the Table of Minimum Attainments. The instruction is careful, earnest, and persevering. 4. In attainments the reading and geography are good. The writing, grammar, and Scripture are very fair. The arithmetic, and other subjects, are fair. The general intelligence and mental power are very fair.
Raymond Terrace (Non-vested.)	2 March .	25	20	45	1. The material condition of this School is satisfactory, upon the whole. 2. The children are tolerably regular and punctual in attendance. They are clean, orderly, and attentive. The moral tone is very fair. 3. The subjects taught are appropriate. The instruction is skilful and earnest. 4. The attainments of the first class may be considered fair; of the second, very fair; and of the third, good. The mental power is very fair.
Redbank (Vested.)	21 May ..	6	6	14	1. Fencing and out-buildings have yet to be erected for this School. In other respects the material condition is tolerably good. 2. The pupils are irregular and not punctual. They are clean, decently dressed, and tolerably well-behaved; but bashful, and void of animation.

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NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Redbank—continued....	1860. .....	....	....	....	<p>3. The subjects taught are those required. The instruction is obsolete, and too mechanical. Mental culture is little known.</p> <p>4. The attainments are meagre—much below the standard. In the first and second classes the attainments are barely tolerable; in the third class, tolerable. The mental power is low. The Teacher has since left.</p>
Scaham (Vested.)	6 June .. 5 Nov. ..	17 16	2 18	19 34	<p>1. This building has undergone a thorough repair. On the whole, the material condition is good.</p> <p>2. The pupils are more regular and punctual than formerly. They are clean, neat, and orderly. The moral tone is much improved.</p> <p>3. The subjects taught agree with the Table of Minimum Attainments. The instruction is judicious and skilful.</p> <p>4. In attainments, the reading, writing, object lessons, and Scripture knowledge vary from fair to very fair. The arithmetic, grammar, and geography are good. The range of observation and mental capacity is fair. The Local Patrons visit this School at stated and regular periods, and take a praiseworthy interest in all that concerns its welfare.</p>
Singleton (Vested.)	27 Aug...	40	19	59	<p>1. This is an excellent building, well enclosed, and provided with out-buildings. The material condition as regards furniture, books, and apparatus, is good.</p> <p>2. The children are regular and punctual—very clean, and well dressed. They are on the whole orderly and attentive. The moral tone is very fair.</p> <p>3. The subjects taught, agree with the Table of Minimum Attainments. The instruction is skilful and judicious.</p> <p>4. The attainments in reading, writing, grammar, and geography, may be considered very fair; in arithmetic and needlework, good; in object lessons and Scripture, fair. The mental power, and general intelligence of the children are fair. The Local Patrons exercise a wise supervision over this School, and take much interest in its welfare.</p>
Stanhope (Vested.)	17 Aug...	12	18	30	<p>1. With the exception of some additional furniture and apparatus required, the material condition of this School is very fair.</p> <p>2. The children are reasonably punctual in attendance, but not in general regular; they are very clean, and neatly clothed; though timid, they behave with propriety.</p> <p>3. The subjects taught, are those prescribed. The instruction is careful, and is conducted with a fair degree of skill, and much earnestness.</p> <p>4. In the subjects of reading, writing, arithmetic, and grammar, the attainments are very fair; in geography and Scripture, fair; in other subjects, tolerable. The mental power of the pupils, as a whole, is fair and promising.</p>
Strontian Park (Non-vested.)	20 Oct. ...	21	22	43	<p>1. The Schoolhouse is new, and in good order, but is not enclosed. The furniture, apparatus, and books are in good condition, but are scarcely sufficient in quantity.</p>

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Strontian Park— <i>continued.</i>	1860. .....	....	....	....	<p>2. Generally speaking, the pupils are regular and punctual in attendance. They are remarkably clean, neat, and attentive. The order and moral tone of the School are very fair.</p> <p>3. The subjects taught are appropriate. The instruction is conducted with energy and judgment.</p> <p>4. The attainments in reading and writing are good; in grammar and geography, very fair; in arithmetic, vocal music, and Scripture, fair. The mental power is moderate.</p>
Sugar Loaf (Vested.)	21 Nov...	15	11	26	<p>1. On the whole there is nothing to complain of in the material condition of this School. Its general keeping is tolerably satisfactory.</p> <p>2. The pupils are neither regular nor punctual in attendance. They are clean, neat, and for the most part orderly, but are not attentive.</p> <p>3. The subjects taught, agree with the Table of Minimum Attainments. The instruction is marked by industry and care, but requires more spirit to enforce it.</p> <p>4. In the upper classes the reading, writing, and grammar, are fair; and the arithmetic is very fair. The attainments in other subjects rank as moderate, or tolerable. In the older pupils the mental power may be regarded as fair.</p>
Tamworth (Vested.)	4 Sept. ...	21	14	35	<p>1. This building has been repaired, and the ground is now properly fenced. With the exception of some deficiencies in the furniture, apparatus, and books, which require to be made up, the material condition is good.</p> <p>2. Generally speaking, the children are punctual and regular. The girls are very neat and clean—much more so than the boys. The order, attention, and moral tone are fair.</p> <p>3. The subjects taught are those prescribed. The instruction is conducted with industry and skill.</p> <p>4. The attainments of the first class are tolerable; of the second, fair; and of the sequel, very fair. This is as much as could be hoped for, considering the previous backward condition of the School; and that the present Teacher has not been long in his situation.</p>
Tellegherry (Non-vested.)	12 Nov...	23	21	44	<p>1. The apparatus of this School is incomplete. In other respects, the material condition is good.</p> <p>2. This is a new School. The children have hitherto attended with punctuality and regularity. No cause of dissatisfaction exists as regards cleanliness, neatness of dress, or propriety of demeanour. The moral tone is very fair.</p> <p>3. The subjects taught are those required by the Table of Minimum Attainments. The instruction is earnest and judicious.</p> <p>4. The attainments in reading, writing, and needlework, range from very fair to good; in arithmetic, and in Scripture knowledge, they are fair; in the other subjects, tolerable. The pupils are very timid. Their mental power is high.</p>

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Thimby (Non-vested.)	1860. 8 Aug. ..	8	9	17	<ol style="list-style-type: none"> 1. The building is greatly in want of repair; although, in other respects, there is little to complain of. There is no want of furniture, apparatus, or books. 2. The pupils are not regular in attendance, nor are they so punctual as they should be. They are clean, and becomingly dressed, but the order is defective. The discipline, though improved, is not all that could be desired. 3. The subjects taught are those required. The instruction is fairly adapted to the capacities of the pupils. 4. In the first class the attainments are very fair; in the second class, they range from tolerable to fair; and in the sequel, are very fair. The general intelligence is fair.
Tinonee (Non-vested.)	25 May ..	8	13	21	<ol style="list-style-type: none"> 1. The apparatus of this School is incomplete. In other respects the material condition of the building, furniture, and books is tolerably good. 2. The children are regular, but not punctual. They are clean, neat in person, and orderly. The moral tone is fair. 3. The classification is defective, and the subjects taught do not conform to the Table of Minimum Attainments. The instruction is largely mechanical, individual, and not free from superficiality. 4. In attainments the first class pupils are tolerable; the second and sequel are moderate; the third are fair. Mental power undeveloped.
Tomago (Vested.)	31 July ..	18	23	41	<ol style="list-style-type: none"> 1. The buildings require to be repaired. The furniture, apparatus, books, and records are sufficient, and in fair condition. 2. The children are irregular and not punctual. They are clean, properly dressed, and orderly. The moral tone is good. 3. The subjects taught are appropriate. The instruction is conducted with earnestness and skill. 4. In attainments the reading, arithmetic, geography, and Scripture rank as good; the grammar as very fair; and the other subjects as fair upon the whole. The mental power is fair. In many respects the School must be regarded as having undergone a decided improvement.
Vacy (Non-vested.)	7 Aug. ..	20	17	37	<ol style="list-style-type: none"> 1. This is a very good building, but the ground is not fully enclosed. The furniture is temporary and very rude. The apparatus is incomplete. The material condition is unsatisfactory. 2. The pupils are tolerably regular and punctual. They are clean and neatly dressed, but not orderly. Most of them want that subdued demeanour so desirable in youth. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is mechanical, and to a considerable extent superficial. 4. The proficiency attained in reading is fair; in writing and arithmetic, very fair; in grammar, geography, object lessons, and Scripture, tolerable. Although many of the pupils have for some time attended other Schools, they are, with a few remarkable exceptions, inattentive and disinclined to exertion. The local patrons are attentive to the interests of the School.

NORTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Walcha (Vested.)	1860. 11 Sept..	12	15	27	<ol style="list-style-type: none"> 1. This is comparatively a new building. The material condition is, in general, satisfactory. 2. But for the very wet weather, a larger number of pupils would have been present at examination. The regularity and punctuality are, however, not satisfactory. The children are clean, neat in person, and well-behaved. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is skilful, but partakes a good deal of the individual character. 4. The attainments in reading, writing, arithmetic, and Scripture, are very fair. In grammar, geography, and object lessons, they range from tolerable to fair. The mental power is fair.
Waratah..... (Non-vested.)	4 Dec. ...	31	31	62	<ol style="list-style-type: none"> 1. The material condition of the School is not fully satisfactory. The furniture is rudely made, and not suitable; otherwise the general keeping of the School is fair. 2. The children are, upon the whole, regular and punctual. They are clean, neat, and attentive. Under the present Teacher the moral tone has greatly improved. 3. The subjects taught are those prescribed. The instruction is earnest, and fairly skilful. 4. The attainments of the first class may be considered fair; of the second very fair; of the sequel, good, in most subjects. A decided improvement is perceptible in this School.
Warkworth (Non-vested.)	24 Sept...	11	17	28	<ol style="list-style-type: none"> 1. The building used for a School is too small, and is quite unsuitable. It is occupied until new premises can be erected. The furniture and apparatus are sufficient. 2. The pupils are regular but not punctual. They are very clean, neatly dressed, orderly, and attentive. The moral tone is good. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is careful, and adapted to the capacities of the pupils. 4. The attainments in reading, writing, arithmetic, and grammar are very fair; in geography and Scripture, good; in object lessons, fair. The mental capacity is fair.
Wollombi (Vested.)	12 July ..	41	43	84	<ol style="list-style-type: none"> 1. This is a very good building, well enclosed, and properly kept. The supply of furniture and apparatus is ample. The books are considerably worn. 2. The children are regular and punctual. The cleanliness, order, attention, and moral tone of the School are good. 3. The subjects taught agree with the Table of Minimum Attainments. The instruction is earnest, judicious and skilful. 4. In nearly all subjects the proficiency ranges from very fair to good. The upper classes answer with alacrity and remarkable precision. The fourth class pupils work high in arithmetic, and are well acquainted with the first book of Euclid's elements, and with algebraic equations. The local patrons are very attentive, and take much interest in the welfare of the School.

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NORTHERN DISTRICT—*Concluded.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Woola Woola (Non-vested.)	1860. 23 May..	1	12	13	<ol style="list-style-type: none"> 1. The building is rude, but fairly suitable. The furniture is not suitable; the apparatus is incomplete, and the classification defective. 2. The pupils are irregular, and not punctual. They are tolerably clean, neat, and orderly, but disinclined to exertion. 3. The subjects taught do not agree with the Table of Minimum Attainments. The instruction is not deficient in either method or skill, but wants earnestness, if not sincerity also. 4. The attainments of the first class may be considered tolerable, and of the second class, fair. In general intelligence, and in habits of observation, the pupils are low.

WESTERN DISTRICT.

Bathurst (Non-vested.)	4 & 5 Dec.	68	17	85	<ol style="list-style-type: none"> 1. This is the largest, the leftiest, and the most suitable Schoolroom in the district. The furniture and apparatus are sufficient in quantity and in good condition. Its material state is very good. 2. The pupils are clean, orderly, and punctual. The discipline is greatly improved. The moral character of this School is very pleasing. 3. The pupils are properly classified, and the subjects are improved both in quantity and quality. The methods exhibit increased skill and judgment on the part of the Teacher. 4. The proficiency of the pupils is, on the whole, very satisfactory.
Blaney (Temporary vested.)	13 Nov..	17	21	38	<ol style="list-style-type: none"> 1. This School is held in temporary premises. It is not sufficiently large for the accommodation of the pupils. The supply of furniture and apparatus is good. The material state of the School is tolerable for the kind. 2. The pupils are tolerably punctual, but not very regular. Cleanliness and order are well attended to; the moral tone of the School is fair. 3. The ordinary subjects have not, in every case, been introduced to the extent required by the "Table of Minimum Attainments." 4. Little progress has been made during the year; the answering was as satisfactory at the end of the year 1859 as at the close of the year 1860.
Burrundulla (Non-vested.)	20 Feb..	13	12	25	<ol style="list-style-type: none"> 1. The School is in good repair. The supply of furniture and apparatus is tolerable. A black-board, however, forms an important deficiency. On the whole, its material state is tolerable. 2. The demeanour and conduct of the pupils have not been properly regulated; no well defined course of discipline has been introduced. The moral tone of the School is not satisfactory. 3. The subjects of instruction are of a very elementary kind, and the methods partake too much of the individual system. 4. The proficiency of the pupils which is small, is, except in a few cases, unsatisfactory.

WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Bowenfels (Vested.)	1860. 27 Sept...	21	16	37	<ol style="list-style-type: none"> 1. This School is not sufficiently large for the accommodation of the pupils. The furniture and apparatus, though sufficient in quantity, are neither suitable nor in good repair. Its material state is scarcely tolerable. 2. The pupils are tolerably punctual, and the attendance has been more regular than hitherto. They are also clean, and in good order. The moral tone of the School is improved. 3. The methods of instruction are too mechanical, but the subjects taught are appropriate. 4. A fair proficiency has been made during the year. <p><i>Note.</i>—These remarks are taken from my observations on the occasions of my secondary and incidental visits during the year, the School having been closed on the occasion of my primary inspection.</p>
Cowra..... (Non-vested.)	20 July...	19	19	38	<ol style="list-style-type: none"> 1. This School continues in bad repair; the furniture and apparatus are unsuitable, except in the case of a few articles. The material state of the School is indifferent. 2. The pupils are very clean, and very orderly. The School retains its previous high moral character. 3. The subjects have been generally carried out to the extent required by the Table of Minimum Attainments, and the methods of instruction are, on the whole, skilful—calculated to thoroughly educate the children. 4. The proficiency of the pupils is satisfactory. The Minimum Attainments have been often reached, and sometimes surpassed.
Carcoar (Vested.)	20 Oct. ...	16	34	50	<ol style="list-style-type: none"> 1. This is a very fine brick building well equipped in every respect. Its material state is very good. 2. The pupils are very clean, and their manners and demeanour seem properly regulated. The moral character of the School is very pleasing. 3. The subjects are appropriate, and the methods are tolerably skilful. This School is much improved under its present worthy master. 4. A fair progress has been made during the year.
Campbell's River..... (Non-vested.)	23 Nov...	3	4	7	<ol style="list-style-type: none"> 1. The School has undergone considerable repair during the year. The furniture and apparatus are reasonably sufficient in quantity, and in fair condition. The registers of the School have not been correctly kept. Otherwise, its material state is improved. 2. The moral character of the School is unsatisfactory. 3. The subjects are not entirely appropriate, and the methods of instruction are too mechanical. 4. Little progress has been made during the year. Only seven pupils were present on the day of my visit. The School has since been suspended.
Dubbo..... (Vested.)	27 Aug...	20	25	45	<ol style="list-style-type: none"> 1. The material state of the School is much improved. The furniture and apparatus are now sufficient in quantity, in good condition, and tolerably suitable.

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WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Dubbo—continued	1860. ....	....	....	....	<ol style="list-style-type: none"> The pupils are very clean, and very orderly. The moral tone of the School is fair. The subjects are appropriate, and the methods of instruction are tolerable. A fair proficiency has been made since the appointment of the present Teacher. The School promises to be a good one.
Dennis Island (Non-vested.)	18 Oct. ...	12	17	29	<ol style="list-style-type: none"> The School continues in good repair, and the furniture and apparatus are reasonably sufficient in quantity, well arranged, and suitable. This is a nicely organized School. Its material state is fair. The moral tone of the School is particularly pleasing. Everything under this head is very satisfactory. The ordinary subjects have been generally introduced to the extent required by the Table of Minimum Attainments. The methods of instruction, though yet too mechanical, are nevertheless improved. A fair progress has been made during the year. The School retains its previous good character.
Evans' Plains (Vested.)	10&14Aug.	17	12	29	<ol style="list-style-type: none"> This is a new School, well finished and well furnished in every respect. Its material state is good. The pupils are not very regular. The discipline is admirable for a country School. Its whole moral character may be considered good. Only the ordinary subjects have been introduced. The Table of Minimum Attainments has been fairly attended to. The methods of instruction are, on the whole, tolerable. A fair progress has been made during the year. The School is promising one.
Ironbark's (Non-vested.)	29 Aug. ...	7	7	14	<ol style="list-style-type: none"> The building is altogether unsuitable, and in bad repair. The furniture and apparatus are very deficient and very unsuitable. They are, for the most part, rough contrivances. The material state of the School is very bad. The pupils are very irregular. No well defined course of discipline has been introduced. The moral tone of the School is very low. The subjects are very elementary, and the methods of instruction entirely mechanical. The proficiency of the pupils is very small. The School has retrograded much. The salary has, I believe, been withdrawn.
Kirkconnell (Vested.)	10 Oct. ...	11	20	31	<ol style="list-style-type: none"> This is a large brick building, in excellent condition, and well furnished in every respect. Its material state is very good. The pupils were clean, in fair order, tolerably punctual, but not regular. Their manners and demeanour are modest and well regulated. The moral tone of the School is very good. The subjects are elementary, but yet appropriate, and the method of instruction are, on the whole, fair. A fair proficiency has been made during the year. This School is much improved.

WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Keen's Swamp (Non-vested.)	1860. 19 Nov...	6	6	12	<ol style="list-style-type: none"> 1. This School has been lately erected. It is a slab building, shingled, and, considering the locality, tolerably suitable. The furniture and apparatus are, at present, reasonably sufficient in quantity. 2. The few pupils present were punctual and regular. The discipline of the School is very indifferent. Its moral tone is not satisfactory. 3. Only the mere elements of reading, writing, and arithmetic have been introduced. The subjects are not appropriate, and the methods of instruction scarcely deserve the name. 4. The School having been closed for a considerable part of the year little progress has been made by the pupils. The School promises to improve.
Louisa Creek (Vested.)	22 Sept...	9	13	22	<ol style="list-style-type: none"> 1. Though improved, the material state of the School is not satisfactory. Its site is neither healthy nor pleasant. The furniture and apparatus, though sufficient in quantity, are not suitable. 2. The cleanliness of the School, of the Teachers, and of the pupils was satisfactory. The pupils are irregular in attendance, but the order and government of the School are very fair. The moral tone of the School, considering the locality, is good. 3. The subjects are appropriate, and the methods employed, considering he has not been trained, exhibit increased skill and judgment on the part of the Teacher. 4. A fair progress has been made since the appointment of the present Teacher. This School is improved in almost every respect.
Lime Kilns Non-vested.)	21 Nov...	11	12	23	<ol style="list-style-type: none"> 1. The building, which is constructed of slabs and bark, is in tolerable repair for the kind. It is sufficiently large for the number of pupils expected to attend. The furniture and apparatus are reasonably sufficient at present. Considering the locality, the material state of the School is tolerable. 2. The pupils were clean, but not in good order. The moral tone of the School is likely to improve. 3. The mere elements of reading, writing, and arithmetic have been introduced. From the Teacher's reputation, I have reason to believe the methods of instruction will be fair. 4. The pupils have, as yet, made but little progress, but the School is only in its infancy.
Merrendee (Non-vested.)	29 Mar...	6	10	16	<ol style="list-style-type: none"> 1. The building is in every way unsuitable. The whole material condition of the School is very unsatisfactory. 2. The moral character of this School is, on the whole, very low. 3. Only the subjects required to be taught to the first class have been introduced, but the methods of instruction are tolerable—more satisfactory than might be expected under such unfavourable circumstances. 4. The proficiency of the pupils is very small.

WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Meadow Flat..... (Vested.)	1860. 29 June..	8	11	19	<ol style="list-style-type: none"> 1. The several improvements which this School required at the time of my visit have since been carried out. The material state of the School is now, in every respect, satisfactory. 2. From the well founded complaints against the Teacher, I cannot say the moral character of the School is other than unsatisfactory. 3. The subjects do not accord with the Table of Minimum Attainments, and the methods of instruction employed are unskillful. 4. Owing to the unsettled state of the School, for several months, the progress of the pupils has been very slow. The Teacher has since been removed, and another appointed. The School is now in a fair way of becoming an efficient one.
Molong..... (Non-vested.)	31 Oct. ..	16	16	27	<ol style="list-style-type: none"> 1. The building, which is in good repair, is constructed of stone, and shingled. The furniture, though sufficient in quantity, is unsuitable. There is not a black-board in the School. On the whole, the School is imperfectly organized. 2. The discipline is very defective, and the moral tone of the School is otherwise defective. 3. The subjects are not in every case appropriate, and the methods are of a very mechanical character. 4. The proficiency of the pupils, except in a few cases, was unsatisfactory.
Mount Macquarie (Non-vested.)	19 July ..	7	14	21	<ol style="list-style-type: none"> 1. The building is in bad repair; and the furniture and apparatus are insufficient in quantity, and in bad repair. The whole material state of the School is unsatisfactory. 2. The pupils are tolerably clean, punctual, but not very regular. The manners of the pupils are simple, and their demeanour modest. The moral tone of the School is improved. 3. All the ordinary subjects are taught. The methods of instruction are unskillful; more calculated to cram the pupils' minds with knowledge than to cultivate their understanding or develop their intellectual understanding. 4. Considering the School has not been long in operation, and that few of the pupils received any previous instruction, the proficiency is reasonably satisfactory.
Mudgee (Boys) (Vested.)	7 March..	69	....	69	<ol style="list-style-type: none"> 1. Few Schools in the Colony are in a better position, as regards material appliances, than this. There is no important deficiency under this head. 2. In a general point of view the moral character of the School is good. The pupils are orderly, obedient, and clean, and exhibit considerable propriety of manner and demeanour. The discipline, however, is somewhat languid. 3. The ordinary branches are taught, together with mensuration, vocal music, and, at extra hours, Latin. The methods are skilful, and are moreover industriously used, but the teaching generally requires more vigour and animation. 4. The pupils have, on the whole, attained tolerable proficiency. Their mental power can scarcely be regarded in an equally favourable light.

WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Mudgee (Girls)..... (Vested.)	1860. 8 March.	....	50	50	<ol style="list-style-type: none"> 1. As regards material appliances this School is in excellent condition, being amply provided with every requisite for carrying on the work of instruction. 2. The moral character of the School is good, except that the elder girls are somewhat restless and intractable. 3. The matter of the lessons is in general judicious, and fairly adapted to the capacities of the pupils. The methods are good, but the teaching is not sufficiently impressive and favourable. 4. The average proficiency of the pupils is moderate.
Mudgee (Infants)..... (Vested.)	9 Mar. ...	41	35	76	<ol style="list-style-type: none"> 1. With the exception of the limited capacity of the Schoolroom and slight insufficiency of furniture, the material appliances of the School are of a satisfactory kind. 2. The moral character of the School is excellent. 3. The instruction is of the kind adapted to Infant Schools, and is imparted in a careful and judicious manner. 4. All things considered, the pupils have made good progress.
Ophir Road..... (Non-vested.)	9 Aug. ...	10	9	19	<ol style="list-style-type: none"> 1. The building, which is new, is in good repair. The furniture and apparatus are reasonably sufficient in quantity, tolerably suitable, and in good condition. On the whole, the material state of this School is very fair. 2. The pupils were not, in every case, clean, and the discipline is defective. The moral tone of the School is unsatisfactory, but improvements have taken place, under this head, since the date of my primary visit. 3. The subjects are not altogether appropriate, and the methods are unskilful. The Teacher is, however, eager for improvement, and intelligent. 4. The proficiency of the pupils is very small. The School is only a short time in operation.
Orange..... (Non-vested.)	29 July...	22	15	37	<ol style="list-style-type: none"> 1. The building which is in tolerable repair, is too small for the number of pupils expected to attend, and otherwise imperfectly planned. The furniture and apparatus are neither in good repair, nor exactly suitable. The premises are inadequate to the growing requirements of the School. 2. The pupils were very clean and orderly; they are also punctual and regular in attendance. The moral character of this School is fair. 3. The subjects are appropriate, and, in general, accord with the Table of Minimum Attainments. The methods of instruction are tolerable. 4. The proficiency of the pupils is comparatively small. The School is, however, in a promising state.
Peel..... (Vested.)	11 Oct. ...	23	12	35	<ol style="list-style-type: none"> 1. The building is in good repair, and in every way suitable. There is a scarcity of books, and the furniture is not exactly sufficient. 2. The pupils were clean, and in fair order. The punctuality and regularity are tolerable. The number of pupils in attendance has comparatively decreased. I cannot say the moral tone of the School is satisfactory. 3. The subjects of instruction are generally appropriate, and the methods tolerable.

WESTERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Pool—continued	1860. .....	....	....	....	4. The proficiency of the pupils is scarcely tolerable—small considering the School has now been some years in operation.
Rylstone. (Non-vested.)	19 Nov.	9	9	18	1. This School is in tolerable repair. The furniture and apparatus are sufficient in quantity, and in good condition. The records of the School have been incorrectly kept. Otherwise its material state is satisfactory. 2. The Schoolroom was not clean, and the pupils were not regular in attendance. The moral character of the School was scarcely tolerable. 3. The ordinary subjects have been introduced, but not in every case, to the extent required by the Table of Minimum Attainments. 4. The proficiency of the pupils is small. This School appears to retrograde rather than progress.
Rockley (Non-vested.)	31 July ..	11	10	21	1. The building which is constructed of slabs, shingled, plastered, and ceiled, is in good repair for the kind. The furniture and apparatus are also reasonably sufficient in quantity, suitable, and in good condition. The material state of the School is, on the whole, fair. 2. The pupils are clean and orderly; their manners are simple, and their demeanour modest. The moral tone of the School is very pleasing. 3. The subjects are, at present, necessarily of a very elementary character. The methods are tolerable, and the Teacher, though not trained, exhibits an aptitude for teaching. 4. The proficiency of the pupils is very small. The School has only been a short time in operation, and the books had only arrived a short time before my visit.
Tuena (Non-vested.)	26 Nov...	16	13	29	1. The building is unsuitable, and in bad repair. The furniture and apparatus are insufficient in quantity. The whole material state of the present School is bad. The former premises were partially burned. 2. The moral character of the School is, as far as I could judge, unsatisfactory. 3. All the ordinary subjects have been introduced, and the Master appears tolerably competent to teach. 4. The proficiency of the pupils is, as indicated by the classification, very small. <i>Note.</i> —The number of pupils above given, was gleaned from the registers, the School having been temporarily closed on the occasion of my visit.
Tambaroora (Non-vested.)	26 Sept ..	15	12	27	1. The Schoolhouse, which is not in very good repair, is rather small for the number of pupils sometimes in attendance. The furniture is unsuitable, but yet sufficient in quantity. The material state of the School is scarcely tolerable. 2. The discipline is defective, otherwise the moral character of the School is tolerable. 3. The ordinary subjects have been generally introduced to the extent required by the Table of Minimum Attainments. The methods of instruction are not very judicious; the Teacher is, however, industrious.

WESTERN DISTRICT — *Continued.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Tambaroora— <i>continued.</i>	1860. .....	....	....	....	4. The proficiency of the pupils is not very satisfactory; a fair progress has, however, been made. The School is a promising one, and the Teacher is a very worthy man.
Wattle Flat (Vested.)	12 Oct. ...	24	14	38	1. This Schoolhouse is much improved. The roof has been newly shingled, and the School ground has been fenced in. The furniture and apparatus are reasonably sufficient in quantity, but not very suitable. Its material state is tolerable. 2. The discipline is defective, and the moral tone of the School otherwise faulty. 3. The subjects are not, in every case, appropriate, and the methods are too mechanical. 4. The pupils having been injudiciously classified, their proficiency appeared to a disadvantage. The School appeared improved as regards attendance; but the number of pupils present, as returned by the Teacher, was incorrect.
Wallerawang (Non-vested.)	20 April. .	12	13	25	1. This School is a handsome stone building. It is in excellent repair, and suitable in every respect. 2. The pupils are particularly clean, tolerably punctual, but not regular in attendance. The order is good. The general tone of the School is very pleasing. 3. The subjects are, at present, necessarily very elementary; but they are, however, appropriate. The methods of instruction are rather mechanical, but they have since been improved. 4. The proficiency of the pupils, for the time, in reading, writing, and arithmetic, is satisfactory; but the progress in grammar and geography is very small. The School had only been a few months in operation. It is a very promising one.
Winburndale (Non-vested.)	17 May...	5	9	14	1. The building is in bad repair, and unsuitable. The furniture and apparatus are insufficient in quantity. A black-board is an important deficiency. The whole material state of the School is indifferent. 2. The furniture, books, &c., were not arranged in an orderly or becoming manner; the floor was not brushed, and the general tone or moral aspect of the School was very unsatisfactory. 3. The methods of instruction are very unskilful, and the subjects are inappropriate. 4. The proficiency of the pupils, notwithstanding the School has been a considerable time in operation, is very small. The School appears to retrograde rather than progress. The Teacher has since been removed.
Windayer (Vested.)	27 Jan....	14	19	33	1. This is a neat brick building, in good repair. It is suitably furnished in every respect. Its material state is very good. 2. The pupils were clean, tolerably punctual, but not very regular. The order is fair, and the general moral character of the School is satisfactory.

WESTERN DISTRICT—*Concluded.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Windcyer— <i>continued</i> ..	1860 ....	....	....	....	3. The subjects are very elementary, but yet appropriate. The methods of instruction exhibit, on the whole, tolerable skill in teaching. 4. The proficiency of the pupils, though small, is yet fair. The School has only been a few months in operation.

SOUTHERN DISTRICT.

Albury (Vested.)	22 Aug...	40	34	74	1. The Schoolhouse is by far too small, and in bad repair. Its furniture and apparatus are defective. 2. Regularity of attendance on the part of the pupils has been much impaired by the generally unfavourable character of the season; their punctuality has been similarly affected. They are clean, and generally well conducted. 3. The character of the instruction is fairly skilful, judicious, and efficient. 4. The proficiency of the pupils, in the main, is satisfactory. Several in the three more advanced classes read remarkably well, and write very fairly.
Adclong (Non-vested.)	16 Aug...	13	13	26	1. The School is conducted in a sort of tent, which is very uncomfortable. 2. The children are clean. Their attendance is tolerably regular; but in School there is the absence of that order and attention which are necessary to progress. 3. The instruction is not skilfully imparted. The subjects of instruction are very limited. 4. The attainments of the scholars are very low.
Bangalore (Non-vested.)	10 May..	10	12	22	1. The situation of the Schoolhouse is bad, being subject to floods, and its condition even worse. The furniture and apparatus are neither good in quality, nor sufficient in quantity. 2. Taking into account the locality, the character of the season, and the roads, the attendance of the scholars is tolerably regular and punctual. They are cleanly in person and respectful in demeanour. 3. The character of the instruction is somewhat unskilful. This may be caused partly by defective arrangements for conducting the School properly. The ordinary subjects of education are taught in the School. 4. The proficiency of the pupils is fair. Some of them write and perform the working of questions in arithmetic very well.
Bega (Vested.)	28 March.	18	10	28	1. The site of this School is central and pleasant; the land is enclosed with a good paling fence, and the Schoolhouse, erected of brick, is neat, substantial, and appropriate. The School is well supplied with furniture, books, and apparatus, with the exception of maps, which, however, have been ordered. 2. Little can be said as to the moral character of the School, as it has been but a very short time in operation. 3. As yet, scarcely anything has been attempted beyond the rudiments of reading, writing, and arithmetic. Few of the pupils had attended any other School,

SOUTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Bega—continued	1860 ....	....	....	....	and their average period in this was one month only. The methods are tolerably good. 4. The attainments of the pupils are very small.
Braidwood	14 Nov.	23	32	55	1. The School site is good, and the buildings substantial and suitable, but in need of some slight repairs. There is room for improvement in the furniture and apparatus, both as to quality and quantity. Owing to the unwillingness of the parents to comply with the ordinary rules, a very unsatisfactory mode of supplying books prevails in this School, viz., that of each pupil supplying his own books, and carrying them to and from School. 2. The demeanour of the pupils is in the main becoming. They are clean, and tolerably well conducted. 3. Only the ordinary subjects are taught. The methods are fairly judicious and effective. 4. The proficiency of the pupils is not very satisfactory. This is partly the result of their irregular attendance.
Edon	26 March	16	14	30	1. The material state of this School is not fully satisfactory; for though the building is a good one, the supply of furniture, books, and apparatus is deficient. 2. The School had been closed for some time previously to the appointment of the present Teacher. The few children who have returned since the re-opening of the School, do not afford sufficient material for forming a fair judgment as to its moral character. 3. Only the most elementary portions of the ordinary subjects can be taught at present, as the pupils are very backward. The Teacher's methods seem to promise fairly. 4. With the exception of one girl, the attainments of the pupils are very meagre. The development of their minds seems scarcely to have commenced, for they are puzzled to answer the simplest question involving the necessity for reflection. Although the general tone of the School is now unsatisfactory, there are grounds for hope in the energy and skill of the new Teacher.
Gunning	7 August	21	8	29	1. The slab building in which the School is held is in very bad repair. The furniture is rude, and ill adapted to school purposes. Apparatus is deficient. 2. The moral character of the School is fair. The scholars, though neither regular nor punctual, are clean and generally well conducted. 3. In addition to the ordinary subjects, a little Latin is taught. There is not sufficient in the method of teaching to call forth exercise and strengthen the mental faculties. 4. The writing of several of the scholars is very fair. In their lessons they manifest considerable mental inertness.
Goulburn	30 April..	22	15	37	1. The present Schoolrooms are too small. A new building is in progress for a boys' Schoolroom. Furniture and apparatus are somewhat defective in quantity.

NATIONAL EDUCATION.

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SOUTHERN DISTRICT—Continued.

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Goulburn—continued ..	1860 ....	....	....	....	<ol style="list-style-type: none"> 2. The moral character of the School is fair. The pupils are regular, cleanly, and in tolerably fair order. 3. Only the subjects usually taught in National Schools are taught; the collective method of teaching might be more adhered to with advantage. 4. The attainments of the scholars are, upon the whole, creditable.
Gundagai	13 Aug.	26	22	48	<ol style="list-style-type: none"> 1. The School building is neither substantial nor well arranged. The general organization of the School is fair. There is a deficiency of suitable furniture and apparatus. 2. The moral character of the School is fairly satisfactory. It would be well that the pupils attended more regularly and punctually. 3. In the selection of subjects, care is taken to adapt them to the capacities of the several classes. The minds of the pupils are fairly exercised; and on the whole, the methods of instruction are satisfactory. 4. The attainments of the pupils are of a very fair order.
Panbula	27 Mar...	11	6	17	<ol style="list-style-type: none"> 1. The School site is one of the most unsuitable that could have been chosen, being an alluvial flat near a river, and subject to inundation. The Schoolroom is small; the furniture is clumsy and so arranged as to prevent proper discipline, and the apparatus scanty. 2. The pupils are tolerably punctual, extremely irregular, and deficient in personal cleanliness. They are in fair order and appear to be quiet and tractable. 3. None but the ordinary subjects are taught, and of these only the most elementary portions. The methods are mechanical. 4. The attainments of the pupils are very small. Their mental development is also very backward. They are puzzled to answer very simple questions, and they appear almost incapable of thought.
Long Reach	17 May..	4	6	10	<ol style="list-style-type: none"> 1. The situation of the School exposes it to floods. The building is a very fair slab building, slightly open through the shrinking of the slabs. There is a fair supply of furniture. 2. The scholars are neither regular nor punctual in their attendance. They are clean and well behaved. 3. The ordinary subjects are taught in the School. The methods employed are not very skilful. 4. The proficiency of the pupils is upon the whole fair.
Major's Creek	15 and 16 Nov.	31	30	61	<ol style="list-style-type: none"> 1. The School occupies a very good site. It is a good building of sawn timber, and very well shingled, but it requires to be finished in order to its being fully comfortable. The furniture and apparatus are not what could be desired. Out-buildings and fencing are required. 2. The moral character of the School is tolerably fair. 3. The ordinary subjects are taught in the School. There is too much individual teaching, through ignorance of proper methods. 4. The proficiency of the scholars is upon the whole tolerably fair.
Marulan	26 Nov...	9	14	23	<ol style="list-style-type: none"> 1. The material state of the School is unsatisfactory. There is no suitable furniture, nor apparatus. 2. The moral character of the School is upon the whole tolerable.

SOUTHERN DISTRICT—*Concluded.*

NAME OF SCHOOL.	DATE.	NUMBER OF PUPILS PRESENT AT EXAMINATION.			REMARKS.
		Boys.	Girls.	Total.	
Marulan— <i>continued</i>	1860. ....	....	....	....	<ol style="list-style-type: none"> 3. Through some mistake the books had not arrived, and the School was not in fair working order. 4. There is not as yet much indication of mental energy among the pupils.
Myrtleville (Vested.)	19 Dec. . .	9	9	18	<ol style="list-style-type: none"> 1. The School is a new, substantial building of slabs, and shingled; fencing and out-buildings are provided. There is, as yet, a deficiency of furniture and apparatus. 2. The pupils are clean and orderly. 3. None but the ordinary subjects are taught. The methods employed are fairly effective. 4. The attainments of the pupils are tolerably satisfactory.
Tumut (Non-vested.)	15 Aug. . .	12	17	29	<ol style="list-style-type: none"> 1. The Schoolroom is rather small, but in good repair. The furniture and apparatus are neither sufficient nor suitable. 2. The moral character of the School is very fair. The pupils are very clean, and tolerably regular. 3. Only the ordinary subjects have been introduced. The rote system of teaching is too prevalent. There is little mental exercise. 4. The proficiency of the pupils is considerably below the Table of Minimum Attainments. This is partly to be ascribed to injudicious classification.
Tarlo (Non-vested.)	7 May . .	10	17	27	<ol style="list-style-type: none"> 1. The material aspect of the School is bad. There is a deficiency of furniture, books, and apparatus. 2. The moral character of the School is satisfactory. The pupils are clean, and tolerably punctual and regular. 3. The ordinary subjects are all that are attempted to be taught. The teaching is not such as to exercise and cultivate the mind. 4. The attainments of several of the elder pupils are fair.
Taralga (Non-vested.)	18 Dec. . .	11	7	18	<ol style="list-style-type: none"> 1. The material state of the School is unsatisfactory. There is a want of proper furniture and apparatus. 2. The moral character of the School is fair. 3. None but the ordinary branches are taught. Little knowledge of the art of teaching is manifest in the conduct of the School. 4. The attainments of some of the scholars were tolerably satisfactory; of others, indifferent.
Towrang (Non-vested.)	20 June. . .	7	5	12	<ol style="list-style-type: none"> 1. The material state of the School is good. 2. Its moral character is very fair. 3. The ordinary subjects are taught in the School. Energy and perseverance are manifested in the work of teaching. 4. The few scholars that attend are making fair progress.

ANNEX B.

(Circular No. 32.)

National Education Office,
Sydney, 1 November, 1860.

Sir,

I have the honor, by direction of the Commissioners of National Education, to acquaint you, that they have adopted the following revised Regulations for the examination and classification of Teachers in their service.

2. The Commissioners have constituted a Board of Examiners, for the purpose of setting Examination questions and revising the papers of answers. The undermentioned gentlemen have consented to act as Examiners in the subjects specified against their names :—

- Dr. Woolley Logic and Mental Philosophy.
- Professor Pell Mathematics and Natural Philosophy.
- W. J. Stephens, M.A. Classics and English Literature.
- Rev. Henry J. Hose Modern Languages.
- Professor Smith Experimental Sciences.
- S. R. Pittard, Esq. Natural Sciences.
- W. J. Cordner, Esq. Music.
- J. Fowles, Esq. Drawing.

In addition to these gentlemen, the names of the Inspectors and of the Head Master of the Model School must be included in the list of Examiners. They will be especially charged with the examination on the ordinary subjects, and with the estimate of the Teacher's practical skill.

3. Examinations will be conducted in the same manner as hitherto. The questions, being written, are to be answered on paper by the Candidate in the presence of an Inspector, who, at the close of the examination, will forward the replies to the Examiners for revision. Each Examiner will set questions on the subjects belonging to his own department, and will also assign a value to the papers of answers in accordance with his estimate of their merits. The values of the different papers will then be collated by the Inspectors and the Head Master, who will report the result to the Commissioners.

4. All Teachers holding a lower classification than Class II., Section A, will be required to undergo examination annually, as stated in Circular 27. Success in the examination will not necessarily entitle a Teacher to a higher classification, but failure will lead to a loss of classification, unless a very satisfactory reason could be assigned for the decrease of attainments. The precise date of the annual examination cannot be fixed, as it will depend much upon the engagements of the various Inspectors; but, in general, it will take place about the time of the Secondary Inspection of the School. Teachers who desire to be examined with a view to obtain a higher Certificate, must apprise the Inspector of the District of their wish; and, at the same time, furnish to him a list of the Alternative Subjects upon which they are prepared for examination.

5. The subjects on which Teachers may be examined are divided into two classes :—Ordinary and Alternative. The former class embraces those elementary branches with which it is necessary for every Teacher to be acquainted, inasmuch as they form the staple of daily instruction in School. Reading, writing, arithmetic, grammar, geography, and the knowledge of the School Books are of this kind; to which must be added, as being equally requisite, acquaintance with the principles of School Management. All other subjects are styled Alternative, because it is optional with the Teacher to undergo an examination in any of them with which he may be familiar.

6. In order to obtain a First or Second Class Certificate, Teachers must submit to examination in one or more Alternative subjects; and it is recommended that they should confine their attention to one group of subjects.

7. Teachers who undergo examination for a higher certificate will be expected, at every successive grade, to show increased acquaintance with the ordinary branches. In Alternative subjects, should one branch only be taken, higher proficiency will be required than where two or more subjects are selected. For example, less extensive knowledge in each branch would be required from a Teacher who chose Latin and Greek, than from another who was examined in Latin only.

8. No higher classification will be awarded, even if an examination be passed successfully by a Teacher, unless the Inspector's Reports upon his School speak in favourable terms of his ability, industry, and efficiency. Attainments, therefore, without practical skill, will not entitle a Teacher to promotion; while on the other hand, success in the actual work of the School will always be recognized and rewarded. It will be seen from the foregoing statements that a teacher's classification depends, first, upon his attainments, and, secondly, upon his practical skill.

9. Teachers who are desirous of being promoted to larger or more important Schools, are to intimate their wishes in this respect to the Inspector of the District, in writing. A list of such Teachers will be kept in the Board's Office, and all promotions will be made in accordance with the principle of classification and seniority, except in special cases.

10. The schedule annexed hereto is intended to exhibit the Alternative subjects of examination, and to advise teachers as to the study of suitable text books.

I have, &c.,

W. O. WILLS,
Secretary.

To Mr. _____
Teacher of the National School,
At _____

LIST

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

BENEVOLENT ASYLUM, SYDNEY.

REPORT FROM THE SELECT COMMITTEE

ON THE

BENEVOLENT ASYLUM, SYDNEY;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
7 January, 1862.

SYDNEY :
THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1862.

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1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY.

VOTES No. 16. FRIDAY, 27 SEPTEMBER, 1861.

13. Benevolent Asylum, Sydney :—Mr. Lucas moved, pursuant to *amended* notice,—
- (1.) That a Select Committee, with power to send for persons and papers, be appointed to inquire into and “report upon the” State and Management of the Sydney Benevolent Asylum.
- (2.) That such Committee consist of Mr. Sutherland, Mr. Caldwell; Mr. Alexander, Mr. Holt, Mr. Harpur, Mr. Sadleir, Mr. Love, Mr. Driver, Mr. Hay, and the Mover. Debate ensued.
- Mr. Wilson moved, That the Question be amended, by the omission of all the words of section (1) after the words, “report upon the,” with a view to the insertion in their place of the words “adequacy of the provision made for the Destitute, through the “instrumentality of the Sydney Benevolent Society.”
- Debate continued.
- Question,—That the words proposed to be omitted stand part of the Question,—put and negatived.
- Question,—That the words proposed to be inserted in the place of the words omitted be so inserted,—put and passed.
- Question, then,—
- (1.) That a Select Committee; with power to send for persons and papers, be appointed to inquire into and report upon the adequacy of the provision made for the Destitute through the instrumentality of the Sydney Benevolent Society.
- (2.) That such Committee consist of Mr. Sutherland, Mr. Caldwell, Mr. Alexander, Mr. Holt, Mr. Harpur, Mr. Sadleir, Mr. Love, Mr. Driver, Mr. Hay, and the Mover,—
- put and passed.

VOTES No. 23. FRIDAY, 11 OCTOBER, 1861.

6. Members of Legislative Council as Witnesses :—
- (1.) * * * * *
- * * * * *

(2.) Mr. Lucas moved, That the following Message be carried to the Legislative Council :—

MR. PRESIDENT,

The Legislative Assembly having appointed a Select Committee “to inquire into and report upon the adequacy of the provision made for the Destitute through “the instrumentality of the Sydney Benevolent Society,” and that Committee being desirous to examine the Honorable George Allen, Esquire, Member of the Legislative Council, in reference thereto, requests that the Legislative Council will give leave to its said Member to attend accordingly, on such day and days as shall be arranged between him and the said Committee.

*Legislative Assembly Chamber,
Sydney, 11th October, 1861.*

Speaker.

Question put and passed.

11. Members of Legislative Council as Witnesses :—The Speaker reported the following Messages from the Legislative Council :—

(1.) MR. SPEAKER,

In answer to the Message from the Legislative Assembly, dated the 11th instant, requesting leave for the Honorable George Allen, a Member of the Legislative Council, to attend and be examined before a Select Committee of the Legislative Assembly “to inquire into and report upon the adequacy of the provision made for “the Destitute through the instrumentality of the Sydney Benevolent Society,” the Council acquaints the Assembly that leave has been granted to its said Member to attend and be examined by the said Committee, if he think fit.

*Legislative Council Chamber,
Sydney, 11th October, 1861.*

W. C. WENTWORTH,
President.

- (2.) * * * * *
- * * * * *

VOTES No. 28. TUESDAY, 22 OCTOBER, 1861.

14. Benevolent Asylum, Sydney :—Mr. Lucas moved, pursuant to notice,—
- (1.) That the Select Committee appointed to inquire into and report as to the adequacy of the provision made for the destitute through the "instrumentality of the Sydney Benevolent Society," be authorized to make Visits of Inspection to the Institution in Sydney and Liverpool.
 - (2.) That the said Committee be authorized to require the services of a Short-hand Writer in such visits, and to receive any evidence that the majority of the Committee may deem necessary.
- Question put and passed.
-

VOTES No. 72. TUESDAY, 7 JANUARY, 1862.

3. Benevolent Asylum, Sydney :—Mr. Lucas, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee to whom it was referred, on the 27th September last, to inquire into and report upon the Adequacy of the provision made for the Destitute through the instrumentality of the Sydney Benevolent Society.
- Ordered to be printed.
-

1861-2.

BENEVOLENT ASYLUM, SYDNEY.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 27th September, 1861, "*to inquire into and report upon the adequacy of the provision made for the Destitute, through the instrumentality of the Sydney Benevolent Society, with power to send for persons and papers,*" and authorized on the 22nd October, "*to make visits of inspection to the Institution in Sydney and Liverpool, to require the services of a Short-hand Writer in such visits, and to receive any evidence that the majority of the Committee may deem necessary,*"—have agreed to the following Report:—

Your Committee have held meetings, and taken the evidence of sixty-one persons. The list of witnesses examined includes the Honorable Secretary, the Treasurer, the Accountant, several of the Committee of the Institution, the Visiting Clergymen, the Medical Gentlemen who visit, as well as the resident Surgeon; six Medical Gentlemen of large private practice in the City; and most of the Officers and Servants, as well as several Inmates of the Institution. The Committee have also paid three visits of inspection: two to the City, and one to the Liverpool Branch of the Institution.

Your Committee are of opinion that the Sydney House is not at all suited for its present uses, the buildings being far too small and inconveniently laid out; the ceilings are low; most of the wards badly ventilated; the drainage is defective; the land on which the Asylum stands is too limited to make any further improvements; and on the high land at the back of the Institution are several Burial-grounds, the drainage and exhalations from which, some of the medical gentlemen examined consider to be detrimental to the health of the inmates. The house is crowded to such an excess that it is not only injurious to the health of the inmates, but dangerous to the citizens generally. Your Committee are therefore of opinion, that it is positively necessary that immediate steps should be taken to complete, as soon as possible, a new Institution. To give an idea of the over-crowded state of the house, your Committee report that on their first visit, when passing through the Asylum, in No. 1 ward, in which there were 42 bedsteads

steads (but only sufficient room for 38,) they found 63 women, including 9 blind, 2 lame, 20 between 65 and 95 years of age, 32 young mothers, as also 36 infants, 4 of whom were foundlings—in all 99 human beings, huddled together in a room only calculated to accommodate 38.

No. 2, Infirm Ward, contains 24 bedsteads, but scarcely room for 20. There are 33 or 34 sick women.

In the Lying-in Ward, although there are but 8 beds, and scarcely room for this number, there often are 12 or 13 patients.

In the Women's Hale Ward, which is calculated to accommodate 42, your Committee found 44 bedsteads, and were informed by the Medical Officer that they have to make as many more beds on the floor.

The Children's Hale Ward, in which 63 children eat, sleep, wash; &c., Mrs. Stone, the wardswoman, in her evidence, said:—
 “The beds are laid close together all round the room; the children
 “are placed 4 at the head and 4 at the foot of the beds, by which
 “means we make one blanket cover 8 children. The children (63)
 “are all bathed in the same water, which is placed in a tub in the
 “room. When we wash their faces, hands, and feet, we are *obliged*
 “to change the water, because it is sometimes so very dirty.”

In the Male Hospital we found 17 patients, and the Medical Officer informed us that, although he had 20 bedsteads, he is often so much crowded that he has had as many as 8 patients lying on the floor. In this ward there are also 9 or 10 boys, from 10 to 14 years of age, who sleep on the floor.

In the Children's Sick Ward, in consequence of the overcrowded state and the defective ventilation, the atmosphere is so fetid that after breathing it for two or three minutes, your Committee were no longer at a loss to account for the large amount of juvenile mortality at the Sydney Benevolent Asylum.

The house at Liverpool is also very much overcrowded; for although it can only conveniently accommodate 190, the Master informed your Committee that there were 352 patients who slept in the house the night previous, and at one time he had as many as 389. But the overcrowding is not so perceptible there as in Sydney; the house being well situated, with lofty ceilings, well ventilated, and in other respects well suited for the purpose, having been built originally for an hospital. In the two houses there are twice as many inmates as can be conveniently accommodated. From the above facts your Honorable House will see that a new institution is most urgently required.

Your Committee cannot too strongly recommend, that in the construction of a new institution, means should be provided for the classification of the inmates. In passing through the present Asylum the want of classification becomes evident. The decent married

married woman (who may, from circumstances over which she has no control, be compelled to take advantage of the Asylum, to be confined), the seduced female, and the known common prostitute (who has made her second, or perhaps her third appearance) are all packed together in the same lying-in ward. Your Committee are of opinion that there should be at least three wards for this class of paupers; one for the married women, one for those who have made their appearance for the first time, and one for those of known bad character. Again, both in Sydney and Liverpool, your Committee were struck with the want of classification in the sick and infirm wards; persons who were suffering from cancerous, scrofulous, and other loathsome diseases, were lying side by side with others who were in a good state of health, excepting the effects of age. Your Committee also think there ought to be a sectarian classification in the infirm or hospital wards, the Roman Catholic and Protestant being disposed to ridicule the religious rites of each other, if administered in a room common to all; and the Rev. Mr. Allwood, the Rev. Mr. Sheridan, and other gentlemen, strongly complain of the want of such classification. Means should also be adopted by which the industrious and well-behaved could be kept apart from the idle and turbulent throughout the whole of the Institution.

Your Committee are of opinion that, when a new Asylum is erected, it should be so constructed that additions could be made at any time without interfering with the ventilation or other sanitary arrangements, and that sufficient space should be allowed for at least 1,200 inmates. For taking the present number of inmates (733), and allowing for increase at the same ratio for the last few years, there will be fully 1,000 paupers to be provided for by the time the new Institution is completed; so that, to prevent immediate overcrowding it is necessary to provide room for at least 1,200 patients.

Your Committee find that the Society have in hand £10,594 6s. 6d. as an Investment Fund, and they think that the property of the Society will realize £20,000, which, together, will go far to complete a new Asylum. The removal of the Institution to the suburbs will involve the necessity of a Depôt in the City, for the purpose of receiving cases of urgency and distributing out-door relief.

Considering it of the utmost importance to ascertain as far as possible, as to the suitability of the proposed site for the New Institution for the aged and infirm, your Committee have taken the evidence of ten members of the medical profession, who are engaged in large private practice in the City, and several other gentlemen who are well qualified to give an opinion. The greater portion of the medical evidence is opposed to, while the majority of the other gentlemen who were examined are in favour of the proposed site at Randwick.

On visiting the Asylum, your Committee found a large number of children between the ages of three and twelve; and they consider this Institution quite unsuited, both morally and physically,
for

for children of that age, and strongly recommend that immediate steps should be taken to remove (monthly) all such children, to either the Orphans' or Destitute Children's School; and that in future, no children of that age should remain above three months in this Institution.

As fully twelve-thirteenths of the expenses of the Society are supplied from the Public Revenue, your Committee are of opinion that the Government should have some official knowledge of the state of the Institution; and they would recommend that an Inspector be appointed, who should audit the accounts and make periodical reports on its condition.

The return of out-door patients shews that, in 1843, there were 225 persons receiving out-door relief, which number gradually increased to 840 in 1858. The next two and a half years shew an extraordinary increase; for we find on the 31st of December, 1860, the numbers were 3,276, being an increase of nearly 400 per cent. in that short period. But it is gratifying to be able to report that since then the number has decreased; for on the 31st of October last there were only 2,412, shewing a decrease of 864 in ten months.

Your Committee regret having to report a very large increase of in-door paupers during the last ten years, compared with the ten years previous, and a more than corresponding increase in the expenses of the Asylum.

In 1843 there were 346 inmates, and the expense during the year was £5,067. In 1851 the paupers numbered 375, and the expenses £5,369. In 1861 the paupers had increased to 733, and the annual expenses to £14,230. The first shews an increase of only 29 persons for the ten years, and a small increase of £302 in the annual expenses; while in the last ten years there is an increase of 358 paupers, and £8,861 in the annual expenses of the Institution.

There is an alarming increase in the number of women who take advantage of the Institution, to be confined. During the year 1860 there were 53; during this year they have increased to 98. There are conflicting opinions as to whether there should be a separate Asylum for this class of paupers. After taking into consideration the whole of the evidence on this question, and balancing the advantages against the objections, your Committee are of opinion that, with proper means of classification, the objections would be removed; and there are many advantages besides that of economy, which make it desirable that such separate Asylum should form a part of, and be under the same Committee of Management as, the Benevolent Asylum.

As, however, some years will probably elapse before a new Asylum can be fit for occupation, it will therefore be necessary that, in the meantime, some means should be taken to relieve the present houses; which, in Sydney, would in some degree be effected, if the children now in the Institution were removed (as your Committee recommend) to a more appropriate Asylum.

The

The Liverpool House could also be very much relieved if the Government were to allow the Society the use of the house purchased by the Railway Authorities from the trustees of the late Dr. Hill.

During your Committee's visit to the Asylums, they saw many inmates who were evidently able to work, and some of them expressed their willingness to do so, but there appeared to be a sort of forced idleness throughout the establishment. Your Committee therefore think it desirable that measures should be taken to correct this evil, by supplying such work as the inmates would be able to perform, and which may yield some revenue to the Institution. One of the greatest advantages of a proposed new site would be the possession of a large space of ground, a large portion of which might be cultivated by the paupers. If some such system as the above were adopted, your Committee believe that the Asylum would be relieved of a large number of idle impostors who seek there a home, to be clothed, fed, and kept in idleness.

It is very gratifying to your Committee to be able to report that the food supplied is of the best description, and sufficient in quantity, but wanting in variety. It is desirable that more vegetable and less animal food be supplied; and also that ovens be constructed, in order that baked meat can occasionally be substituted for boiled.

The evidence discloses some irregularities, which, from their nature, are matters for the consideration of the Committee of the Asylum. Those matters which are objectionable, and come under the province of your Committee, chiefly arise from the want of room, without a considerable increase of which it is impossible those objections can be removed, or the Institution satisfactorily conducted. When the present over-crowded state of the buildings, and the many other difficulties with which the Committee of the Asylum have to contend, are taken into consideration, your Committee believe the Institution has been as well managed as can be expected, and also that the thanks of the community are due to those gentlemen who have for so many years devoted much of their time and means to relieve the suffering of their infirm and destitute fellow-beings.

Attention having been called to the unhealthy and ill-ventilated state of the Sydney Benevolent Asylum at night, your Committee were desirous to ascertain by personal observation the condition of the sleeping wards; and with this view several of the Members visited the Institution, and were conducted over the building by the Master and Matron, after the inmates had retired to rest.

The ward pre-eminent for its deficient accommodation, and for its fetid atmosphere, was that devoted to the sick children. In this room were 16 children, with their nurse. The foul effluvia arising from so many human beings, (several suffering from an offensive cutaneous disease,) and crowded into a very limited space, was so overpowering that the visitors were unable to remain longer than two or

three minutes in the room. The windows and ventilators of this apartment were tightly closed, and the offensiveness of the atmosphere was increased by the fumes from a common oil lamp.

In the Children's Hale Ward, although the windows were also closed, the air was less impure, a larger amount of space being allowed to each inmate. Here the children were lying upon the floor closely huddled together, on each side of the room, while their clothing was thrown in heaps in the centre, no care being apparently taken to keep the apparel of one child distinct from that of another. Eight boys of from ten to fourteen years of age were lying upon the floor of the Male Hospital.

The Females' Hale Ward was much crowded. This was originally intended to accommodate about 45 inmates; but at the time of the visit referred to it contained nearly 90, including aged and infirm women, and young women with their infants. A large number of the mothers, with their children, lay upon the floor, on mattresses placed between the feet of the bed, on each side of the room. This room was better ventilated than the ward above, which was devoted to the sick. In the latter the air was very close and oppressive, and the windows were not allowed to be open during the night.

JOHN LUCAS,
Chairman.

*Legislative Assembly Chamber,
Sydney, 6 January, 1862.*

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 8 OCTOBER, 1861.

MEMBERS PRESENT :—

Mr. Alexander, | Mr. Caldwell,
Mr. Lucas.

The above Members not proceeding to the election of a Chairman this day, the meeting lapsed.

[To be called for Friday; 11th instant, at *Eleven o'clock.*]

FRIDAY, 11 OCTOBER, 1861.

MEMBERS PRESENT :—

Mr. Caldwell, | Mr. Lucas,
Mr. Hay, | Mr. Morrice,
Mr. Sadleir.

J. Lucas, Esq., called to the Chair.

Order of the House appointing Committee, upon the Table.

Committee deliberated on the course to be adopted in carrying out the inquiry.

Mr. R. Anderson, Accountant, Benevolent Asylum, to be examined.

The Chairman requested to move, in the House, that a Message be transmitted to the Legislative Council, requesting leave for the attendance of the Honorable G. Allen before the Committee.

[Adjourned till Thursday, 17th instant, at *Eleven o'clock.*]

THURSDAY, 17 OCTOBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Alexander, | Mr. Hay,
Mr. Harpur, | Mr. Holt,
Mr. Sadleir.

The Honorable George Allen, Esq., M.L.C., attending by permission of the Legislative Council, examined.

Several plans and papers handed in by witness. (*Vide List of Appendix.*)

Mr. R. Anderson not in attendance.

[Adjourned till Tuesday, 22nd instant, at *Eleven o'clock.*]

TUESDAY, 22 OCTOBER, 1861.

MEMBERS PRESENT :—

Mr. Caldwell, | Mr. Love,
Mr. Hay, | Mr. Sadleir.

In the absence of the Chairman, J. Hay, Esq., called thereto, *pro temp.*

Committee deliberated relative to obtaining power from the House to visit the Institution, both in Sydney and Liverpool, with a view to take such evidence upon the spot as a majority of their Members shall think fit.

Ordered, That the Chairman be requested to move accordingly.

[Adjourned.]

WEDNESDAY, 23 OCTOBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Alexander, | Mr. Love,
Mr. Caldwell, | Mr. Sadleir,
Mr. Harpur, | Mr. Sutherland,

Mr. Hay.

Committee visited Benevolent Asylum, Sydney.
(*For Proceedings, vide Minutes of Evidence.*)

[Adjourned till To-morrow, at *Ten o'clock.*]

THURSDAY,

THURSDAY, 24 OCTOBER, 1861.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Alexander,	|	Mr. Love,
Mr. Caldwell,	|	Mr. Sadleir,
Mr. Harpur,	|	Mr. Sutherland

Committee again visited Benevolent Asylum, Sydney.
(For Proceedings, vide Minutes of Evidence.)

[Adjourned.]

TUESDAY, 29 OCTOBER, 1861.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Alexander,	|	Mr. Love,
Mr. Caldwell,	|	Mr. Sadleir,

Mr. Harpur.

Committee met pursuant to summons, and visited Asylum at Liverpool.
(For Proceedings, vide Minutes of Evidence.)

[Adjourned.]

FRIDAY, 1 NOVEMBER, 1861.

MEMBERS PRESENT:—

Mr. Caldwell,	|	Mr. Sadleir,
Mr. Love,	|	Mr. Sutherland,
Mr. Lucas,	|	Mr. Harpur.

The Committee having assembled, pursuant to summons, in No. 1 Committee Room, proceeded to Randwick, to inspect the proposed site for a new Institution.

[Adjourned.]

FRIDAY, 8 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Hay,	|	Mr. Harpur,
	|	Mr. Sadleir.

The Committee met pursuant to summons.

Mr. R. Anderson, *Accountant, Benevolent Asylum, Sydney*, called in and examined.
Witness withdrew.

And Committee deliberating as to further course of procedure,—

Resolved,—That Dr. Brown, Dr. Walker, Dr. Burgon, and Dr. Bland, be summoned to give evidence at the next meeting.

[Adjourned to Tuesday next, at *Eleven o'clock*.]

TUESDAY, 12 NOVEMBER, 1861.

MEMBERS PRESENT:—

Mr. Lucas,		Mr. Love.
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A Quorum of the Committee not being present, the meeting convened for this day lapsed.

WEDNESDAY, 13 NOVEMBER, 1861.

MEMBERS PRESENT:—

John Lucas, Esq., in the Chair.

Mr. Hay,	|	Mr. Alexander,
Mr. Holt,	|	Mr. Sadleir,
Mr. Harpur,	|	Mr. Sutherland.

Committee met pursuant to summons.

The following witnesses severally examined:—

Alexander Menzies Brown, Esq., M.D.,

William Bland, Esq.,

George Walker, Esq., M.D., and

Joseph Burgon, Esq.

[Adjourned till To-morrow at, *Eleven o'clock*.]

THURSDAY,

THURSDAY, 14 NOVEMBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Sadleir,	|	Mr. Harpur,
Mr. Sutherland,	|	Mr. Love.

The following witnesses severally called in and examined :—

James Robertson, Esq., M.D.
 Bartholomew O'Brien, Esq., M.D.
 James Charles Gilhooly, Esq.
 Charles Meymott, Esq.
 John Aitken, Esq., M.D.

Other witnesses summoned not being in attendance,—

[Committee adjourned to Tuesday next, at *Eleven o'clock.*]

TUESDAY, 19 NOVEMBER, 1861.

MEMBERS PRESENT :—

Mr. Lucas,		Mr. Sadleir.
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In the absence of a Quorum, the meeting convened this day lapsed.

WEDNESDAY, 20 NOVEMBER, 1861.

MEMBERS PRESENT :—

None.

The meeting lapsed at half-past *Eleven o'clock.*

FRIDAY, 22 NOVEMBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Sadleir,	|	Mr. Love,
	|	Mr. Caldwell.

Committee met pursuant to summons.

Henry Graham, Esq., *City Health Officer*, called in and examined.

Witness withdrew.

James Smith, Esq., *Resident Medical Officer, Benevolent Asylum, Sydney*, called in and examined.

Witness withdrew.

Committee deliberated.

[Adjourned to Tuesday next, at *Eleven o'clock.*]

TUESDAY, 26 NOVEMBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Alexander,		Mr. Sadleir.
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Messrs. S. H. Pearce, J. M. May, and S. Hebblewhite, severally examined.

[Adjourned to Thursday next, at *Eleven o'clock.*]

THURSDAY, 28 NOVEMBER, 1861.

MEMBERS PRESENT :—

J. Lucas, Esq., in the Chair.

Mr. Alexander,		Mr. Sutherland.
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J. G. Raphael, Esq., and F. R. Robinson, Esq., called in and severally examined.

The Rev. A. H. Stephen, Rev. J. McGibbon, and Rev. J. Sheridan, to be summoned to give evidence at the next meeting.

[Adjourned to Tuesday next, at *Eleven o'clock.*]

TUESDAY,

TUESDAY, 3 DECEMBER, 1861.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Alexander, | Mr. Sadleir,
Mr. Love, | Mr. Harpur.

The Rev. Alfred Hewlett Stephen, and Rev. John Felix Sheridan, examined.

[Adjourned.]

FRIDAY, 13 DECEMBER, 1861.

Proceedings stopped by sitting of the House at the hour appointed for the Committee to meet.

MONDAY, 16 DECEMBER, 1861.

MEMBERS PRESENT:—

John Lucas, Esq., in the Chair.

Mr. Love, | Mr. Alexander,
Mr. Caldwell.

Committee met, pursuant to summons.

The following witnesses called in and examined:—

The Rev. William Allworth.

Mr. R. Anderson.

Mrs. Lamont.

Miss Stubbs.

M. Alexander, Esq., M.P., (a Member of the Committee) examined in his place.

[Adjourned.]

THURSDAY, 2 JANUARY, 1862.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Sadleir, | Mr. Sutherland,
Mr. Caldwell, | Mr. Hay.

Committee met, pursuant to summons.

Francis Campbell, Esq., M.D., *Medical Superintendent, Lunatic Asylum, Tarban Creek*, examined.

Witness withdrew.

Chairman submitted Draft Report—Printed Copies (in proof) before the Committee.

Proposed Report read, considered, and verbally and otherwise amended.

Short-hand Writer called in.

Evidence just given by Dr. Campbell read from Short-hand Writer's notes.

Committee deliberated.

The following Schedule of Expenses submitted to the Committee, and, on motion of Mr. Caldwell, the sums therein set forth, *agreed to*.

EXPENSES incurred on Visits of Inspection.

Date.	On what Visit.	Name of Party.	Profession or condition.	Particulars of Service rendered.	Total Expenses allowed.
1861.					£ s. d.
29 Oct.	Liverpool Asylum	Railway Commissioner ..	Government Department	Special Train from Sydney to Liverpool, 22 miles at 15s. Three hours delay at £1	16 10 0 3 0 0
29 Oct.	Liverpool Asylum ..	J. H. Palmer	Short-hand Writer to Legislative Assembly ..	Refreshments on occasion of visit of Committee ..	1 15 6
1 Nov.	Destitute Children's Asylum, Randwick	James Berry ..	Cabman	1 carriage	1 0 0
1 Nov.	Ditto	William Bulgor	Cabman	1 carriage	1 0 0
1 Nov.	Ditto	J. H. Palmer	Short-hand Writer to Legislative Assembly ..	Toll on occasion of visit	0 2 0
				Refreshment for Committee	2 13 0
Dec.	Benevolent Asylum, Sydney	Ditto	Ditto	Hackney coach fare for visit of Committee	0 10 0
					26 10 6

Printed Evidence to be circulated prior to next meeting.

[Adjourned to Monday next, at *Eleven o'clock*.]

MONDAY,

MONDAY, 6 JANUARY, 1862.

MEMBERS PRESENT:—

J. Lucas, Esq., in the Chair.

Mr. Alexander, | Mr. Sadleir,
|
Mr. Love.

Committee met, further to consider Report.

Chairman laid before the Committee a Return, furnished by Mr. R. Anderson, of the number of Females confined in the Benevolent Asylum, Sydney, from 1 January, 1851 to 25 December, 1861.

Ordered to be appended to the Evidence. (*Vide Separate Appendix.*)

Draft Report further considered.

Same read, paragraph by paragraph.

Paragraph 1 read and agreed to.

Paragraphs 2 and 3 read, verbally amended, and agreed to.

Paragraph 4 read and agreed to.

Motion made (*Mr. Alexander*), and Question—That the following paragraph be here inserted in the Draft Report:—"Your Committee find that the Society have in hand £10,594 6s 6d. as an Investment Fund, and they think that the property of the Society will realize £20,000, which, together, will go far to complete a new Asylum. The removal of the Institution to the suburbs will involve the necessity of a Depot in the City, for the purpose of receiving cases of urgency and distributing out-door relief"—*agreed to.*

Paragraph 5 read, amended, and agreed to.

The remaining paragraphs read, verbally amended, and agreed to.

Resolved,—That the Report, as amended, be the Report of the Committee.

Chairman requested to report to the House.

LIST OF WITNESSES.

SYDNEY.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

BENEVOLENT ASYLUM.

WEDNESDAY, 17 OCTOBER, 1861.

Present:—

MR. ALEXANDER,
MR. HARPUR,
MR. HAY,MR. HOLT,
MR. LUCAS,
MR. SADLEIR.

J. LUCAS, ESQ., IN THE CHAIR.

The Honorable George Allen, Esq., M.L.C., (by permission of the Legislative Council),
examined:—

1. *By the Chairman:* You are aware that this Committee has been appointed to inquire into the "adequacy of the provision made for the destitute, through the instrumentality of the Sydney Benevolent Society"? Yes. The Hon.
George Allen,
Esq., M.L.C.
2. The Committee have summoned you, in consequence of your having been, for the longest period of any of its Members, connected with that institution, thinking you can afford them some very useful information; you are the honorary secretary, and vice-president, are you not? Yes. 17 Oct., 1861.
3. And have been for many years? I think I commenced my career as a member of the Committee of the Benevolent Society in 1821, and that I succeeded the Rev. Richard Hill, who died suddenly in 1836, who was then secretary. Two secretaries were appointed when Mr. Hill died. The late Rev. Archdeacon Cowper, then the Rev. William Cowper, and myself; afterwards Mr. Gordon became a joint secretary with me, and for the last eighteen years and upwards, that is, since July 1843, I have been sole secretary.
4. How is the institution constituted? I think the best answer to that question will be to refer to Rules I and III, which are as follow:—"1. That the object of this society be to relieve the poor, the distressed, and the aged, and thereby to discountenance, as much as possible, mendicity and vagrancy, and to encourage industrious habits among the indigent, as well as to afford them religious instruction and consolation in their distress, and that it be called 'The Benevolent Society of New South Wales.' 3. That the business of the society be under the management of a president, one or more vice-presidents, a treasurer, a secretary, and a committee (not to exceed thirty-six in number, exclusive of *ex officio* members), to be chosen from among the members at the annual general meeting, to be held as hereinafter is provided." I beg to hand in a copy of the Rules of the institution. (*The witness handed in the same. Vide Appendix A.*)
5. How is the institution supported? By donations from the Colonial Government, fines from Benches of Magistrates, unclaimed poundages, money received from pauper labour, and voluntary contributions, &c. These voluntary contributions consist of collections made at churches and chapels, and private subscriptions and donations.

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6. Have you found these voluntary contributions increase or decrease? They vary; some years they are more, some years less.
7. Generally speaking, in your report I think you will find the same names occur year after year? You will find the same names as contributors to all the charitable institutions of the city; and it is disgraceful to the Colony to find so few names to the various charities; for the same persons subscribe to all.
8. I believe when you call meetings to receive your annual reports, they are very thinly attended? They are, in comparison with what they ought to be.
9. In many cases you have to adjourn your meetings, in consequence of there being no subscribers, or very few, present? Our annual meeting is held in a month which is rather uncertain as to the weather. It is held in January, a month in which thunder-storms prevail; and it very frequently happens that the day sets out very warm, and winds up with a thunder-storm, or an awful "brickfielder," and I believe that is often the cause of so few attending; however, it is the fact that we have not had the good attendance at our annual meetings I would have liked to have seen.
10. Are there a great number of females who come to your institution for the purpose of lying-in there? Yes.
11. Do you consider this institution suitable for that class of paupers? I do not think the institution was ever intended to take those persons in; but we have taken them simply because there was no other place for them to go to; and because we felt that if we refused to receive them there, many of them must die in the streets.
12. Are you aware whether any of those women who have been confined there have been more than once in the institution? *Yes.
13. Has it been reported to you the probable proportion of those women who are common prostitutes? I do not think we have many of that class; we may now and then have one, but the class who generally go there are those who have been seduced—girls who have been seduced while in domestic service, or on board ship coming out to this Colony. But I should say that lying-in cases are not confined to this class; there are respectable married women who have been deserted by their husbands, and who have been compelled to apply to the Benevolent Society, for the purpose of coming in to be confined.
14. There is no law by which the institution can sue the reputed father of these illegitimate children, for any expenses the society may be put to in these cases? I am not prepared to answer that; that is a legal question. Whenever we take into the Asylum women of the class I have just mentioned, we always inquire who is the father of the child, and we insist that the mother shall, as soon after her confinement as possible, take out a warrant for the support of the child; but in most cases we find that the father is not in the country, or that he is in some part of the country unknown to the woman. Whether she speaks truly or falsely we cannot tell.
15. Have you known any instances where the reputed father has paid the expenses incurred? I cannot at the present moment bring any to my recollection; I cannot name any particular instances. Many of these girls will at once give you the name of the father, but where he is they will say they do not know; either he has gone up the country, or gone to England. Sometimes they will tell you that the seduction took place in another part of the world.
16. Do you think it is desirable there should be a law by which the institution should be enabled to recover these expenses? I do not think it would help us, because there are sufficient means at present if you could find the father—the mother can take out a warrant.
17. That would not assist the institution—I am speaking of the expenses of the institution? It would be desirable to make these fellows pay the expenses the institution is put to for keeping their illegitimate children, if it could be done. I would state that we never take a case of the class I now refer to into the Asylum if we can help it; it is simply that the women may not be left to die in the street; if we cannot get rid of them in any other way, so as to satisfy ourselves that they will not die in the streets, we take them in.
18. There is another class of paupers received by you—a great number of young children? A great number.
19. Are not they drafted off to the Destitute Children's Asylum? Not as a matter of course. We do not take children into the Asylum if we can possibly help it. We almost invariably tell the parties when the application is made to us, that it is almost next to bringing them there to die. They are sent to us from the Police Office in a most filthy and degraded state. Sometimes, poor little infants not able to walk or speak are picked up in various parts of the town, and we cannot refuse to receive them. We receive children in the same way as we receive these women—because there is no other place to send them to.
20. *By Mr. Holt:* There is the Orphan School? On the meeting following the reception of a child we inquire into the case, and if we find it a fit object for the Orphan School we immediately write to the Government, and attention is forthwith paid to the communication—there is no difficulty in the matter; the Government is very attentive in all these matters—and an order is sent for the admission of the child into the Orphan School. If it is a case for the Destitute Children's Asylum we make an application in the same way, but it is not so easy to get a child into the Destitute Children's Asylum, for the Committee will not take a child into that Asylum—and very properly—who may contaminate the other children with disease. Sometimes they come to us in the last stage of disease, and we cannot refuse to admit them.
21. *By the Chairman:* That will account in some degree for the great mortality among them? There was great mortality in one year among them, but that was a year of mortality everywhere,—I think it was 1859 or 1860,—people died all around us; many persons were taken away, whom if you had seen a short time before you might have taken a lease of their lives.

22. Is there any arrangement between your institution and the Destitute Children's Asylum, as to the latter receiving children from you? It is rather, I should say, between the Government and them; if we can shew to the Government that there are any cases fit for them, we have no difficulty in getting an order.
23. Is there not a stated sum paid annually by the Government for all children sent by them to the Destitute Children's Asylum? That is a matter which rather belongs to the other society. I happen to be a director of the other society as well as of this, and I therefore know that the Government do pay a sum of money.
24. *By Mr. Alexander:* At one time there was a great anxiety to draft a number of the children from the Benevolent Asylum to the other, and the directors of the Destitute Children's Asylum would not receive them unless the Government would pay them a large sum of money? It was like taking from Peter to pay Paul; the Government paid us, and we paid them.
25. *By the Chairman:* Do you not think it is very injurious to the health of the children to be allowed to remain for any considerable time in an institution with so many aged persons? I think the Benevolent Asylum should be kept under the original rule—for the benefit of the aged, the infirm, and the destitute.
26. These children are destitute? Yes, but it was not intended for destitute children.
27. *By Mr. Sadleir:* Do you think the formation of industrial schools would meet the wants of these children? Many of them are too young.
28. In the institution with which I was connected we received children a year old? They could not do much in the way of industry. I would say, I do not think these children should be in the Benevolent Asylum.
29. *By Mr. Hay:* It is a bad school? It is a bad school for them.
30. In point of fact, there are not a number of children there, except those who are on their passage from the streets to these other institutions? This is the last report, a copy of which I hand in. (*The witness handed in the same.*) In an abstract of the ages of the inmates, it states that the number of inmates under ten years of age was 82.
31. That does not give us a guide as to the number of children who are of such an age that they might be taken either to the Orphan School or to the Destitute Children's Asylum? Speaking generally, there may be two or three kept waiting, but we keep none permanently in the Asylum who are objects for the Orphan School; as soon as we discover that they are so, we make application to the Government to remove them.
32. Or objects for the Destitute Children's Asylum? Or objects for the Destitute Children's Asylum; we make a similar application in their case. We made application to the Government the other day, and I believe they are going to move 40; but we must bear in mind that the Destitute Children's Asylum cannot receive more than a certain number.
33. In the meantime you will not have any difficulty from the incapacity of the Destitute Children's Asylum to receive any more? I do not think it could receive many more.
34. The lock has not actually come? I do not know that it has actually come; being a member of both institutions, I have a difficulty in speaking upon the subject.
35. That I should think is an advantage? Officially as secretary to the Benevolent Society I have not received notice of the lock, but as a director of the other institution I know that until the building is enlarged we cannot take many more, and we have applications from the City and Colony generally to that institution.
36. That is a difficulty you will have at hand soon? I do not apprehend that it will soon occur, for the Parliament were good enough to give us £8,000 to increase our buildings.
37. You think that has come in time to prevent serious difficulty? I hope so.
38. For instance, will there be a possibility of accommodating these 40 children? I hope so.
39. At the present time? I could not speak positively.
40. Are the buildings finished? No; it will be some months before they can possibly be finished; but there is every disposition on the part of the two societies to do what they can.
41. In fact, nearly all the children can practically be removed as soon as they are clean and in a proper state? I think some are not eligible either for the Destitute Children's or for the Orphan Asylum—they are too young; the Destitute Children's Asylum does not, I think, admit them under three years of age.
42. *By Mr. Holt:* The Orphan School receives them very young? Very young; I do not know at what age.
43. *By Mr. Sadleir:* They were brought to us in blankets? You received them I suppose for the same reason that we do—that you could not help it.
44. *By the Chairman:* How many in-door patients is the Benevolent Asylum calculated to accommodate with comfort? Here is a ground plan of the Sydney Asylum. (*The witness handed in the same. Vide Appendix B.*) This is a plan of the upper portion. (*The witness handed in the same, Vide Appendix C.*) The house was supposed to contain 200 or 250. This is the plan of the Liverpool Asylum. (*The witness handed in the same. Vide Appendix D.*)
45. How many will that hold? I have here a return which shews that there are 339 persons there at present. It is intended only to accommodate 250. I have here a return of the number of patients in the sick wards, which I beg to hand in. (*The witness handed in the same. Vide Appendix E.*) Also a return of the number of inmates sleeping in the hale wards. (*The witness handed in the same. Vide Appendix F.*) Also a return stating the dimensions of wards and of ground, &c. (*The witness handed in the same. Vide Appendix G.*)
46. Do you find your numbers gradually increasing? Yes.
47. And you receive inmates from all parts of the Colony? Yes.
48. With regard to the Liverpool house, there is a great want of out-door accommodation, such as sheds? Yes, that is all stated in the account I have handed in.

The Hon.
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Esq., M.L.C.

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49. You are in treaty with the Government for a new site for the Sydney Asylum, are you not? We have applied to the Government, for some years past, for a new site. The committee have considered that the present site is not adapted for it in Sydney; we have applied to the Government, and have received every attention, not only from the present but from former Governments.

50. Have you partly selected a site? Yes; the Chief Secretary, the president of the institution, the treasurer, and myself, went out a short time ago, to look at a piece of land at Randwick of about fifty acres, which it was thought might be a suitable site.

51. Have you had the opinion of any medical men as to the suitability of the position proposed? Not as to that precise spot, but with reference to another in that vicinity which it was found had been disposed of.

52. *By Mr. Hay:* Who were consulted? Our present Doctors—Bland, Burgon, Brown, and Walker.

53. *By Mr. Holt:* Would it not be a considerable expense to send patients there—would it not be an advantage to have them on the line of railway? I think not; in my opinion this is as good a spot for it as could be found.

54. *By the Chairman:* Have you had plans and estimates of the probable cost? No. At our last meeting we appointed a sub-committee to take these matters into consideration; that is to say, what sort of building ought to be put up, to get a plan, and then of course all the rest would follow.

55. From what funds do you intend to erect this building? We have some money—some-where about £10,000. We have what we call an endowment fund, which has arisen from large donations; for instance, we got a donation of £3,075 the other day from Mr. Jones. The Government, some years ago, were good enough to listen to our cry, and gave us a nice piece of ground by the railway, part of which has been sold, and part of which yet remains; so that we have in money about £10,000, the piece of land near the railway, and the present site which we propose to sell, and we may calculate that this altogether will bring us about £30,000, and I think we could put up a very good building for that sum. That is my idea, but it is only my individual opinion.

56. *By Mr. Holt:* At the present price of labor and materials a very good building might be erected for £30,000, but it would be necessary to obtain an Act of Parliament before you would be able to sell the land? Yes.

57. *By the Chairman:* Are there not a great many persons who receive out-door relief from the institution? Yes, a great number.

58. It appears from the last returns that there are some 2,800? Yes.

59. *By Mr. Alexander:* They are put down in families? I may say, from my experience, that you may reckon each family to consist of about five. "The average number of persons receiving out-door relief during the year was 2,808. To whom was issued 38,637 loaves of bread; 129,560 pounds of flour; 38,470 pounds of meat; 1,581 pounds of sugar; 13,714 pounds of rice; 604 pounds of arrowroot; 1,131 pounds oatmeal; and £345 16s. 6d., towards the payment of rent; the whole of which amounts to £2,688 6s. 6d." The number of cases of out-door relief is constantly increasing.

60. *By the Chairman:* What plan do you adopt with reference to granting this out-door relief? On every Tuesday of my life, unless I am called away by other business over which I have no control, such as my Parliamentary duties, or am prevented by my health, I go there and sit in committee. The applicants are brought before us, and we judge of the cases from the recommendations brought by the applicants, or from their appearance.

61. *By Mr. Holt:* Would it not be desirable to have a visitor to go to their houses? We have that. The mode of procedure is this:—A person comes to us with a recommendation, or possibly he may have no recommendation, although in nearly all cases one is brought; according to the recommendation we give relief for that week. During the week the visitor has to visit the house of the person relieved, and on his report we either increase, decrease, leave it at the same rate, or strike off the supply altogether.

62. *By the Chairman:* Are you frequently deceived? No doubt we are frequently imposed upon, but we act upon the old proverb that "it is better to let ninety-nine guilty persons escape than one innocent suffer." The moment we find we have been imposed upon we strike off the name of the person.

63. Would it not be very inconvenient for the purpose of affording this out-door relief to have this establishment at Randwick? We must have a receiving place in Sydney, and to that place the persons needing out-door relief might apply. I look upon the out-door relief as being quite as important as the in-door.

64. If you erect a new building, you would have a house in Sydney from which this out-door relief could be granted? We should not require a large house.

65. Rooms? We must have more than that, we must have a receiving place; we might have a house in that part of the town for about £120 a-year.

66. *By Mr. Holt:* If you had sufficient funds, would it not be better to build a house for the purpose? We could not do without that.

67. *By Mr. Alexander:* Would it not then be a question whether it should not be in a more central part of the town? There is this to be said,—that there are a great many members of the committee who are engaged in the active business of life, and it is a long way to go to the present Asylum; they have now to go and neglect their own business for two or three hours in the day. If the building were more in the centre of Sydney it would be better, on that account.

68. *By the Chairman:* Nevertheless, if you take into consideration how the city is extending in that direction, would not that, say in five years, be as central a position as you could have? It does not appear to me to be extending so much in that direction as in the other.

69. *By Mr. Alexander* : The committee used formerly to meet in Castlereagh-street, and it was then the general wish of the committee that their meetings should be held in the house, in order that it might be more immediately under their supervision? Yes.

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Esq., M.L.C.

70. *By the Chairman* : If you build a new Asylum, do you propose to continue the Liverpool branch of the Asylum? It is difficult to say what is proposed; I can give only my own ideas. It would be some years before the building could be completed; probably two or three years.

17 Oct., 1861.

71. Do you not consider Liverpool is an excellent situation? The ground belonging to the Asylum is not sufficiently large.

72. *By Mr. Hay* : What is the extent of the ground? I do not know, but there is no means of extending it.

73. *By the Chairman* : As a general rule, you keep the females in Sydney and send the males up to Liverpool? Yes.

74. Do you not think that under any circumstances it would be a very good plan, for the future, to keep the Liverpool institution either for the males or for the females? We might adopt a plan by which there might be two buildings at Randwick a little distance from each other, one for the males and the other for the females, and the master's house might be in the centre.

75. Do you send paupers from Sydney to Liverpool by the railroad? Yes.

76. Do the Government charge for their conveyance? Yes, the full price; but then it is only fair to say that it comes to the same thing, for the Government give us the money. I can only say in general terms, that every Government I have had to do with in my connection with the Benevolent Society, have been as kind as they could be.

77. But the conveyance of patients is one of the expenses charged to the Asylum? Yes. We have water also from the railway at Liverpool, which we pay for; we pay for everything we get.

78. Is there divine service held in the institution every Sunday? Yes, as far as I know.

79. Clergymen of different denominations go there of course? Yes.

80. How do they arrange for holding service—do they the same as in the gaol—all use one room? I believe service is conducted by the Church of England, the Wesleyans, the Church of Rome, and the Presbyterians.

81. Any denomination has liberty to hold service? Any recognized denomination—we should not allow Mormons to go there.

82. They adopt the same principle as that carried out at the gaol—all may have the use of the room at certain times? Everyone is allowed to worship God according to his conscience.

83. Are the inmates compelled to attend? Not that I am aware.

84. It is quite voluntary? Quite voluntary. It is not allowed that the inmates should be disturbed in the wards by public preaching in them.

85. I believe the means to be taken for obtaining admission is the same as that to procure out-door relief? There is no difficulty. If any person sends me a line, and I know the individual, I never refuse admission, unless I know that the person writing to me has been imposed upon. There is no difficulty in the way of any case of real distress being taken in there; if anything, it is rather too open.

86. Do the in-door paupers perform any labour? Yes, they do, but it is not much, I believe. We consider that every person is bound to do what he can; but they are a poor set. If they were able to do much they would not be allowed to be there.

87. *By Mr. Hay* : How long has the Benevolent Asylum been established? The Benevolent Society of New South Wales was established about the year 1818.

88. How was its operations conducted—had you a building then? I was not connected with the society until 1821. The building, I think, was opened some time in that year, by Governor Macquarie.

89. Was the building erected for the uses of the society? Yes, but it was not of its present size; it was on the present site.

90. Which was an original grant from the Crown? Yes.

91. The building has been gradually increased since that time? Yes.

92. I suppose at the expense of the Government? The whole funds, except the small sums subscribed, have been provided by the Government; but the British Government for many years contributed largely to its support; that was while this was a convict Colony, and while they thought convicts were deriving the benefit of it. I think they gave us as much as £3,000 a-year at one time, and then they gradually reduced the amount.

93. The British Government made use of your services, and supplemented your subscriptions? The Benevolent Society was a private matter got up by some benevolent individuals, among whom was the late Mr. Edward Smith Hall; I think he was the principal mover in it; and from time to time they applied to the Government for assistance. The British Government, as I have stated, contributed largely to the support of the institution, and from the report I have before me, I see that in 1851 we received £750; in 1852, £500; and in 1853, £250; which appears to be the last contribution received from the Imperial Government.

94. *By the Chairman* : As the Imperial Government decreased the amount of their contribution, the Colonial Government increased their's considerably? It only came to this—that when the fathers would not pay, the sons did.

95. At one time the Colonial contribution was very small? Yes.

96. You represented to the Government, that in consequence of the decrease of the Imperial contribution it was necessary for the support of the institution that the Colonial Government should supply the deficiency? Yes, and whenever we asked for it we were never refused.

97. *By Mr. Hay* : I take it that, from the beginning, the way this Benevolent Society provided

The Hon.
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Esq., M.L.C.

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vided for the poor of this Colony was more as a means of applying the funds, than as really contributing the great bulk of the funds by which the relief was effected? When it commenced it commenced as a little thing; a few charitable people supplied the money and dealt out relief to out-door patients; there were no in-door patients at that time. The wants of the people gradually increased, and at length were greater than could be supplied by the unassisted efforts of these persons; they then went to the Government and asked for money. I am now speaking of the time when the Colony was under the direct rule of the Imperial Government, and there was no Council at all. They sent in an account to the Government, saying they were indebted £100, £200, or £300, and asking assistance, and this assistance was from time to time given by the Government.

98. I understood you to say, that from the very first period of your connection with this institution, it received considerable donations from the Government, from time to time? Yes.

99. The great advantage then, I presume, in as far as this Benevolent Society is concerned, has been the wise distribution of the funds, more than the provision of the funds? I will say the distribution of the funds; I will not say whether wise or not.

100. If any object has been gained at all, it must have been in that way? Of course it has been in the distribution of the funds, that is all it could be. We did not find the money ourselves; the principal part of the money came from the Government. We did what we could to excite the benevolence of the public around, and then we applied to the Government to supply the deficiency. At last it became a settled thing—we made out our estimate of what we supposed we should get, and what we supposed would be our deficiency, and that deficiency has always been granted.

101. You say that the site is in itself bad, and yet as I understand you say, that on the average of years, considering the character of the inhabitants, the mortality has not been at all great? As to the mortality, in one year it was very great.

102. You think that was an exceptional year? That was an exceptional year. I have my own opinion about that.

103. That there might be causes for the great mortality in that year, separate from anything in the site? I think you had better ask the doctors about that. The site is one question, the building is another; the building is on the ground; there is no cellarage, no ventilation; but of course we cannot alter that now without we take down the whole building.

104. *By Mr. Harpur*: That causes a dampness? Yes.

105. And unwholesome effluvia? Yes.

106. *By Mr. Hay*: Then you object rather to the building, and the want of ventilation beneath it, than to the site? It is in the vicinity of the burial ground, and that cannot be considered a very nice spot for such a building. The burial ground is at the back, and the ground dips from the burial ground to George-street, and of course that cannot be very wholesome.

107. Do you think the land would be particularly valuable for building if it is so unhealthy? No doubt the bodies must become every year less likely to have any injurious effect.

108. *By Mr. Holt*: They still continue to bury there? Only those who have vaults.

109. *By the Chairman*: Burials still take place in the Roman Catholic, the Presbyterian, and Independent burial grounds? There are very few, comparatively speaking.

110. All the different denominations, with the exception of the Church of England—the Roman Catholics, Presbyterians, Independents, and Jews? The Jews are a long way off, the principal would be the Roman Catholic and Presbyterian.

111. *By Mr. Holt*: The Congregationalists? That burial ground is a long way off, and is pretty full now.

112. *By the Chairman*: The water from the Independent burial ground would not naturally drain through the ground of the Asylum, though it might from the Roman Catholic and Presbyterian grounds? I would not say there is any drain through the ground, but it is not a pleasant spot to congregate a large number of people on.

113. *By Mr. Hay*: If the land were sold and built upon, there would be a large number of people congregated there, with less opportunity of complete drainage? They would build houses upon the land —

114. Do you not think the drainage could be made more complete, and at less expense, from one large building, than if the land were cut up into small allotments, and a number of houses were erected there? I do not think that is the point for our consideration; the matter for our consideration is whether we can remove our people to a more healthy spot.

115. Still, practically, I do not see that your evidence goes to shew us that this is an unhealthy spot; you say that one year the mortality was very great? I believe it to be the opinion of the doctors that it is not a good spot.

116. *By Mr. Holt*: You say that you have had an experience of forty years; from the mortality of the average of years, do you not yourself consider that it is an unhealthy spot? I dislike the building itself more than anything. I do not think the building is sufficiently ventilated.

117. With regard to the site, do you not consider it an unhealthy site? I should prefer, for old people like these, a more airy situation, there being so many congregated together. I do not think it advantageous to have the old people in the city, and I think it would be an advantage to the city to have them removed a little way from it.

118. *By Mr. Hay*: Do they go into the city? They are constantly breaking bounds.

119. For drink? Yes; it would be far better for them if they could not get out. I think it might possibly tend to work a cure, if the building were a few miles away from Sydney.

120. You do not think practically there would be any great difficulty in communicating with Randwick? No.

121. *By Mr. Holt*: Formerly you sent paupers to Liverpool in drays? Yes. If we had a building at Randwick I should propose that we should keep a covered conveyance, a good horse, and driver, so that the expense would be the driver and the feed of the horse.

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122. Would not a couple of horses be necessary? I do not know why one good horse should not answer for the purpose as well as a couple. I do not think it would be necessary for the conveyance to go into Sydney every day; but I do not think that would be a matter of any moment; a great many would be able to walk out. We have a rule, that if a man is sent to Liverpool and he breaks bounds there, and afterwards applies to us for re-admission, that he shall walk back; we do that as a sort of punishment, to let him see that it is not so easy to return as to get admission in the first instance. There would be this advantage in going to Randwick—that we should get fifty acres of land there.

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123. *By Mr. Hay*: You must have central offices in Sydney, and a receiving place? Yes, we must have them. If we had a place at Randwick we might have a garden there, where the old people could be employed in raising their vegetables.

124. *By the Chairman*: At one time, did not the inmates of the Asylum draw the wood required for the use of the establishment? Yes; we now burn coals principally at the Asylum.

125. *By Mr. Hay*: Has it not struck you, that if both the Benevolent Asylum and the Destitute Children's Asylum were at Randwick, some serious evil might arise from having the two institutions in the neighbourhood of each other? I think they would be a sufficient distance from each other—from half-a-mile to a mile apart.

126. Do you know the extent of ground belonging to the Destitute Children's Asylum? I do not exactly; but I think sixty or seventy acres.

127. Extending a considerable way down the hollow? The Children's Asylum would be at some distance from the other.

128. It would not be desirable that the children at the Asylum should be too much limited in their walks about; and if the grounds of the other Asylum came in contiguity with theirs, do you not think it might cause considerable evil? No, I do not think there would be any danger.

129. Do you not think these vicious old people wandering about might injure these children? They would not be allowed to wander about.

130. They do now sometimes break bounds? They do so in Sydney.

131. It is the contiguity of the establishments which might give rise to evil? I think it would be some advantage to have the two establishments contiguous, provided they were managed by the same committee.

132. That does not refer to the sort of evil I anticipate—it is one of a moral character—either that you must control these people too much, or that they will have the opportunity of mixing with these children? I do not think there is any danger.

133. The building at Liverpool is a good building, is it not? It is a good building as far as it goes—a good lofty building; but, as appears from the statement I have handed in, it is capable of holding only about 250. Now we ought to have a building put up that would hold at least 1,000; at present we have about 800, or taking away the women and children, 600.

134. In what ratio has the number of inmates in the Asylum been increasing from year to year? I hand in a statement of the increase of inmates, from December, 1853, to this date. (*The witness handed in a Return. Vide Appendix G 2.*)

135. Are there any public buildings at Liverpool which might be converted to your uses? No, I am not aware of any that could be given for that purpose. I made application a day or two ago to the Government, for the use of a large building on the wharf at Parramatta, formerly the Commissariat Store, for the purpose of removing thither the children and pregnant, or any other women whom the committee might consider it desirable to remove. That matter is now under consideration; and if we can get the building it will relieve us a good deal for some time to come, but at the same time it will involve a good deal more expense.

136. *By Mr. Holt*: For separate management? It will not involve any separate supervision; we shall be able to supervise it in the same way as we do the Asylum at Liverpool; but we should require a matron and medical man. I think it is most desirable that we should get that or some other building.

137. Have you considered whether it would not be better to enlarge the Liverpool Hospital, which is a splendid building, erected on a site about the healthiness of which there can be no doubt? There is not sufficient ground attached to it. Besides I do not think you would be able to get a committee in Sydney to manage a building up there. If the building were erected at Randwick, or if there were a desirable spot thereat, Newtown, they might get there in half an hour, but to go to Liverpool and back would consume a whole day.

138. If a special train were employed, they might get to Liverpool in almost as short a time as to Randwick? It would then be necessary to have two special trains, or to keep one waiting two hours. The property at Liverpool is Imperial property.

139. I believe there was a despatch of the Imperial Government in the time of Sir George Gipps, making over to the Colony all the property that was not required for Imperial purposes? We have the use of this property, and for every building we put up they will repay us if they take this away, but I do not think we could put upon the present site a building sufficiently large to receive all who might apply to us. The piece of ground around it is very small.

140. There is a paddock of ten or fifteen acres directly opposite belonging to the Government? If the Government will give us twenty or thirty acres there it may alter the aspect of affairs, and if the Government will also provide us with transit free of expense.

141. *By Mr. Hay*: With regard to these lying-in cases—your opinion, as I gather from your answers,

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answers, is that it will be necessary to make some provision for these women who come to you? I do not think that ought to belong to the Benevolent Society at all.

142. What do you think should be done with them? I think there should be a separate establishment altogether for them.

143. A lying-in institution? It is sufficient for me to say that there should be a separate establishment for that particular purpose.

144. Do you think if there were a building erected for that purpose, there would be any impropriety in having it under the management of the same Benevolent Society—might not the same gentlemen manage it who now have the general management of the affairs of the destitute? I do not see any difficulty in that part of the business; that is, if the committee are willing to undertake the supervision.

145. You think there ought to be a separate building for that purpose? Yes.

146. And built with a view to that purpose? Yes.

147. You do not see any reason why there should be a separate board of management? I do not see any difficulty in the same gentlemen managing it as those who are on the committee of the Benevolent Society.

148. How long do the women generally remain after their confinement? I am sorry to say that they remain longer than I like them to remain, but there seems to be no help for it. As soon as we can get situations for them we say, "You must take that situation."

149. What do you do with their young children? They must take them with them; we cannot take charge of young babies unless the mothers stay too; it would be almost certain death to the child to allow it to stay without its mother.

150. Then there is a practical difficulty in getting rid of these people? Yes, some remain months in the institution.

151. Are there any cases in which the mothers remain until the children are removed to the Orphan School? No, I never knew one to remain so long as that; I have known them to remain months; but as soon as a situation can be obtained for them, by their own exertions or by ours, we require them to leave.

152. Then the difficulty is to get places for them into which they are allowed to take their children? Yes; we have obtained places for many of them, and have had to take them back on account of their children.

153. Are cases of out-door relief on the increase? Yes, they are always on the increase.

154. Perhaps you will furnish the committee with statistics shewing the progressive increase? If the committee suppose for one moment that this Benevolent Society meets all the destitution of Sydney, they are much mistaken. There are many cases of distress, perhaps the most heart-rending, that do not come before us at all. There are many persons who have been in the middle walks of life, and whose circumstances are greatly reduced; and these cannot overcome the feeling of repugnance to the seeking for relief from us. Such cases can only be met by private charity.

155. Have you many applications from the able-bodied for relief? I am sorry to say we have, but in such cases we are very particular in our inquiries. We have persons come to us for relief, who, we are satisfied, though able to work, cannot obtain employment; and to these, after the fullest inquiry, we give relief; but in such cases we only relieve for a fortnight or a month at a time. For a long time I could not believe that there was truth in the statements of these people that they could not get employment, and I stood out for a long time against their obtaining relief. I have said to them, "If you cannot get full wages you ought to go to work for half wages rather than come here to seek relief. We do not meet here to keep up the rate of wages, but merely to prevent the people from starving."

156. In point of fact, you have occasion to relieve the able-bodied? Yes.

157. Do you observe in some cases, that the individuals receive relief from you for a considerable period; that they then disappear and turn up again at intervals? Yes, there are many who receive relief; they then go off for a time, and after some period has elapsed return again.

158. Have these been men who could not obtain work? Yes, but in all these cases of able-bodied applicants the committee are very particular; they require strong recommendations, and test the statements of the applicant in a variety of ways.

159. They feel the importance of doing so? Yes; sometimes a member of the committee will say to one of these men, "Come down to me to-morrow and I will give you a job," and in that way we occasionally find that we have been imposed upon, but I do not think the cases of imposition are very numerous.

160. As taking a leading part in this institution, would you feel it was objectionable to have an inspector appointed by the Government, who should have the power of looking over all the arrangements of the institution? It would depend upon what his powers were.

161. I mean as inspector on behalf of the Government, who furnish the larger portion of the funds; to certify the Government as to the mode in which those funds are expended? I think the Government should have a considerable representation on the Board, if the Board is to continue as it has been; I have always thought so, and have endeavored to get as many Members of the Assembly on the Board as I could. I have often asked Members of the Assembly to take a seat on the Board—I do not know whether I have not asked you.

162. I do not think so? If not, we shall be glad of your services next year.

163. *By Mr. Alexander:* Do you think if an officer were appointed by the Government as an inspector, there would be any practical advantage in it? I have no objection, provided he is not to control the committee.

164. *By Mr. Hay:* Merely to have a full opportunity of seeing how the institution is conducted from top to bottom? I see no objection to that, but he should have no power to say

to

to the committee, "You shall do this," or "You shall not do that." I also think the Government should have the liberty of nominating persons on the committee.

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165. *By Mr. Holt*: I think one would be quite sufficient, who should be specially nominated for the express purpose—it should be part of his official duty? (*The witness read the names of the committee. Vide Appendix H.*) I think if you look over that list you will find that it is a committee which would meet with general approbation. I think a smaller number would be better, but I believe every sect of religion is represented on it.

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166. With respect to the reputed fathers of children born in the Asylum, do you not think it desirable that some measure should be systematically adopted, as in England, to compel the fathers to contribute to the maintenance of these children—that an officer should be specially appointed for the purpose of enforcing payment? I think I have answered that question.

167. What I wish to know is, whether it should not be the special duty of an officer of the institution to enforce these claims? I do not see how I can answer that question; I do not see what officer we could appoint, or what special duty he should perform.

168. I would ask you whether the same rule should not be applied here as in England, namely, that the reputed father should be compelled to support his child? No doubt, if you could get hold of him; but you must first find him out.

169. What I wish to ask you is,—whether it would not be well to appoint an officer whose duty it should be to ferret out this information. I know there would be difficulties in the way, but they would not be insurmountable generally, though in some cases they might be? I do not think we want a special officer for the purpose, for we do it by our Board in this way:—A girl comes into the room, she says she wants to come in to be confined; the question is then asked, "Who is the father of the child?" and I think I may say, that in nine cases out of ten she tells the name. "Where is he?" Either in England, up in the bush somewhere, in some other part of the world, or I do not know where, is the answer. If she tells where the man is, and he is in Sydney, we require her, as soon after her confinement as possible, to take out a warrant against the father for the maintenance of the child.

170. In England the parochial authorities act at once? I was young when I left England, and therefore I do not practically know the working of the poor laws; only as a lawyer I know the theory, and it appears to me that the difference between the two cases is this: In England the parties have a right to go to the parochial authorities and to ask for assistance, but they have not a right to come to our Asylum and demand relief; we may say, "You shall not have it." Therefore, when a woman comes to us under these circumstances, we put this question to her, and if she does not choose to satisfy us, we could say, "We will not take you in at all."

171. Is not this large sum of money appropriated for the purpose of relieving distress? Yes. You misunderstand me; you are speaking of a branch which I do not think should be a branch of the Benevolent Asylum at all.

172. If these women are in destitution, how can you separate the two? All I can say is, that this institution was never intended for such cases.

173. Being for the destitute, you could not by any possibility refuse them? It is upon that ground we have taken them in.

174. Then they have a claim—an undoubted indisputable claim? I do not know about their having a claim.

175. *By the Chairman*: On the other hand, you receive this money from the Government to distribute it as you please—that is, the committee? I believe the Government have never interfered with our expenditure.

176. You are not compelled to relieve such cases? No. If the Government send a case to us, it is always with a request that we will admit it.

177. *By Mr. Holt*: I think we have not understood Mr. Allen fully,—he wishes to draw a distinction between this Colony and England? I will answer the question shortly,—I do not think we require such an officer.

178. Not an officer whose duty it should be to ferret out and prosecute these people? Not an officer set apart.

179. I do not mean set apart—one of the officers, whether the master or one of the subordinates, whose duty it should be to ferret out these cases? We do ferret them out.

180. The committee? No, the committee do not; but if they can get any clue to the supposed father of the child, and it is thought it would be beneficial to the institution, we direct the officer to ferret it out. But we will put this case: Suppose a woman comes in and says, "The father of my child is John Smith." "What is John Smith?" "A labourer." We are satisfied that the man is not worth sixpence in the world; what then is the good of taking any proceedings against him.

181. If he does not pay for the maintenance of his child, he is liable to be punished with imprisonment? The woman must be able to shew to the Magistrates that he is able to contribute towards the support of the child; if he has nothing the Magistrate probably would not give an order, which would have the effect of incarcerating the man for the term of his natural life. In cases where the man is able to support the child, an order is given to him to pay so much a-week, and if that is not paid he is sent to gaol.

182. You have spoken of some men having got over the wall at Liverpool—do you consider it necessary to keep the men in restraint as prisoners? If people came to your house for relief, you would consider that they should obey the rules of the house.

183. And if not, should be compelled to obey? No; if they chose to go out they could go out at the gate. I apprehend the gate is the proper place to go out, and not over the wall. If a man says he does not want to remain in the establishment he can go.

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184. Why should he get over the high wall of the Liverpool Asylum if he can go out at the gate? I cannot tell you why people do wrong.
185. It appears that they must be kept in a state of restraint? They never have been; we have no power to keep them. These people come to the committee and ask for permission to go out for a day; and if we believe they want to go out merely for a day's spree, we refuse to give them leave. Instead of obeying the committee, as soon as they have a chance they get over the wall and run away, and when they escape in this way from the Liverpool Asylum, if they apply to us for re-admission we think they should walk back.
186. If you could get a sufficient quantity of land at Liverpool, do you not think that would be a better site than Randwick? No, I do not.
187. *By Mr. Harpur*: Supposing an inspector were appointed, responsible to the Government, of course exercising no direct control over you, whose duty it would be to examine, to inquire, and to report to the Government upon the state of the institution, the accounts, and so forth, do you not think it would have the effect of shielding you from such undeserved blame as may now be thrown upon you—would it not be more satisfactory to those people who find fault with you? All I can say is, that I should not object to the appointment of an inspector, provided he had no control over us. If he attempted to exercise any such control I should consider it as equal to saying, "Gentlemen, we do not want your services."
188. Would it not save you from unmerited censure? It ought to have that effect, but unfortunately people do not consider these things.
189. *By Mr. Alexander*: Is it not usual for certain gentlemen of the committee to visit the house every week, and to go over it? Yes, and we send a deputation every quarter to Liverpool. The buildings are open to the public; any person who chooses can visit them; and I shall be happy to go with the committee to visit them at any time they please, though I would much rather that no previous intimation were given. I have gone to the Liverpool Asylum unexpectedly, and have found everything in the first order.
190. *By the Chairman*: I see by your report that the cost of the Liverpool establishment, for salaries, wages, &c., was £710 7s 8d.; and gratuities for the inmates for work, £105 2s 8d., amounting together to £815 10s 4d. Now, if there were an establishment at Parramatta, such as you propose, that I suppose would involve a similar outlay? It would not perhaps involve the whole for the present; we should have the same expense in managing the —
191. This is merely for wages? The nurses for the children would go with them, and that expense would therefore be saved at the other establishment. It would however involve a considerable expense, and I do not see that it could fall far short of the expense of the Liverpool establishment. We should require a medical man on the staff to attend midwifery and other cases; but we should have in Parramatta the advantage of the visitation of the ladies, who there shew a disposition to visit institutions of that character.
192. *By Mr. Harpur*: I see that this institution is under the patronage of clergymen of all denominations? Yes.

APPENDIX.

A.

RULES FOR THE REGULATION OF THE MEDICAL DEPARTMENT OF THE BENEVOLENT SOCIETY.

Resident Medical Officer.

1. That the Resident Medical Officer shall be a duly qualified practitioner, certified by the Medical Board of New South Wales.
2. That his salary shall be £200 per annum, with rations and quarters.
3. That the medicines, surgical instruments, and all stores belonging to the Dispensary, shall be under his charge, subject to such directions as he may from time to time receive from the gratuitous Medical Officers.
4. That it shall be his duty to make up and dispense all the Medicines prescribed for the sick in the Asylum.
5. That he shall have the superintendance of the sick wards, and see that all the orders of the Medical Officers are duly carried into effect; that he shall attend to such midwifery cases as are admitted; that he shall, when required, perform the minor operations of surgery, and in cases of emergency shall prescribe until the next visit of the Ordinary Officer; that the wardsmen and nurses of the sick wards be under him, subject to the direction of the Medical Officers.
6. That he shall not be at liberty to practice on his own account, either in or out of the Asylum.
7. That he shall never leave the Asylum for a longer period than two hours at a time, unless by permission of the gratuitous Medical Officers; and that he shall never be absent from the house for a longer period than twelve hours at a time without the permission of the Acting Committee, or, in the interval of its meeting, that of the Secretary and two members of the said Committee.
8. That he shall keep a register of the cases treated by the Medical Officers, a periodical abstract from which he shall prepare, to be laid before the General Committee at their Quarterly Meetings, embracing the numbers, diseases, and results; that he shall draw up a list of the patients admitted into the Asylum, every week, to be laid before the Acting Committee at their Weekly Meeting on Tuesday, stating the name, age, and disease of the patients.
9. That he shall also keep such other medical books and papers as the Medical Officers may require for the use of their department.

Gratuitous Medical Officers.

1. That they shall consist of two Physicians and two Surgeons, who shall be certified by the Medical Board of New South Wales as duly qualified practitioners.
2. That they shall divide the patients, by an arrangement to be mutually agreed upon among themselves.
3. That one or more of them shall visit the patients at the Asylum daily, at such hours as they shall themselves fix.

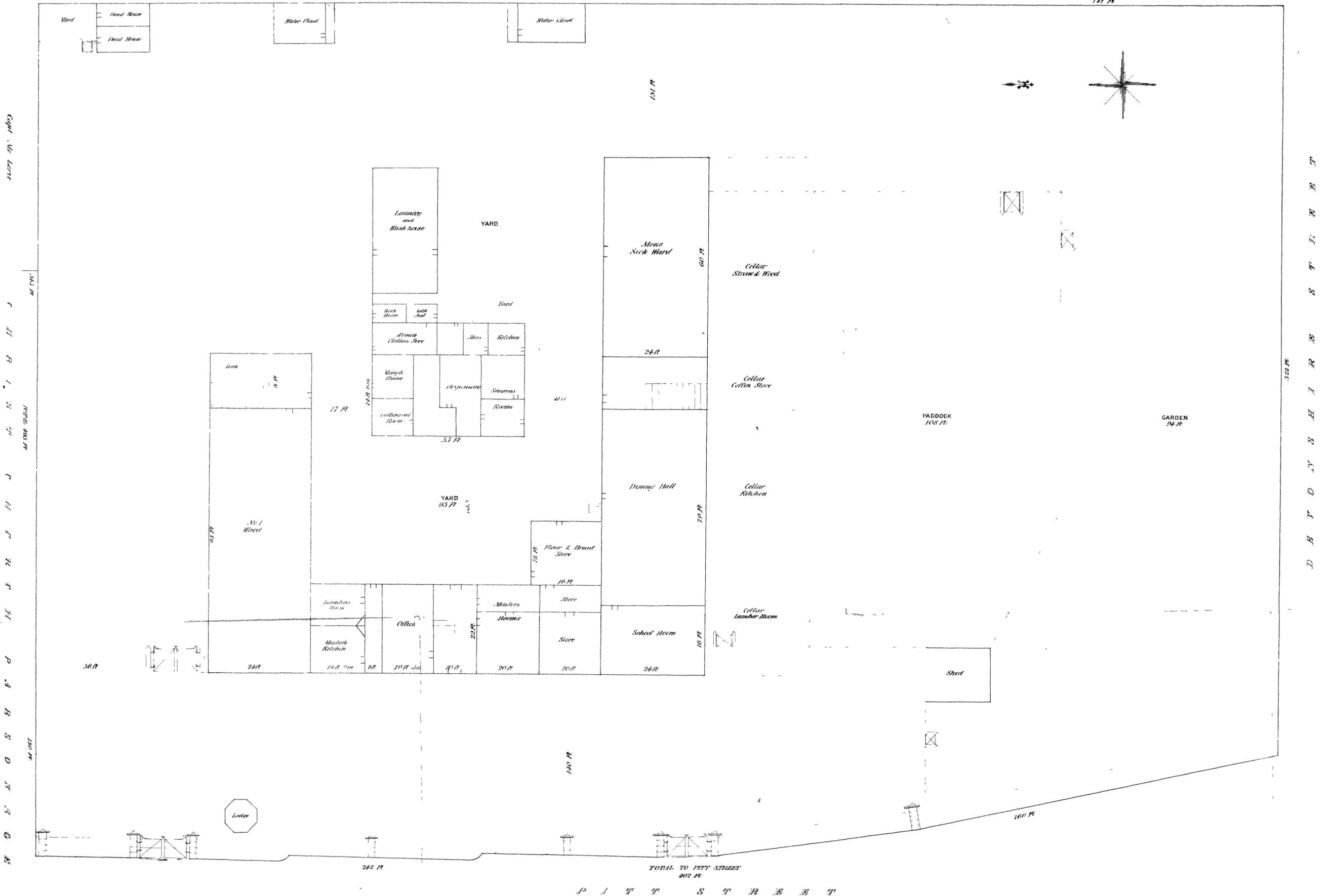
APPENDIX B.

B R I A L G R O T N D

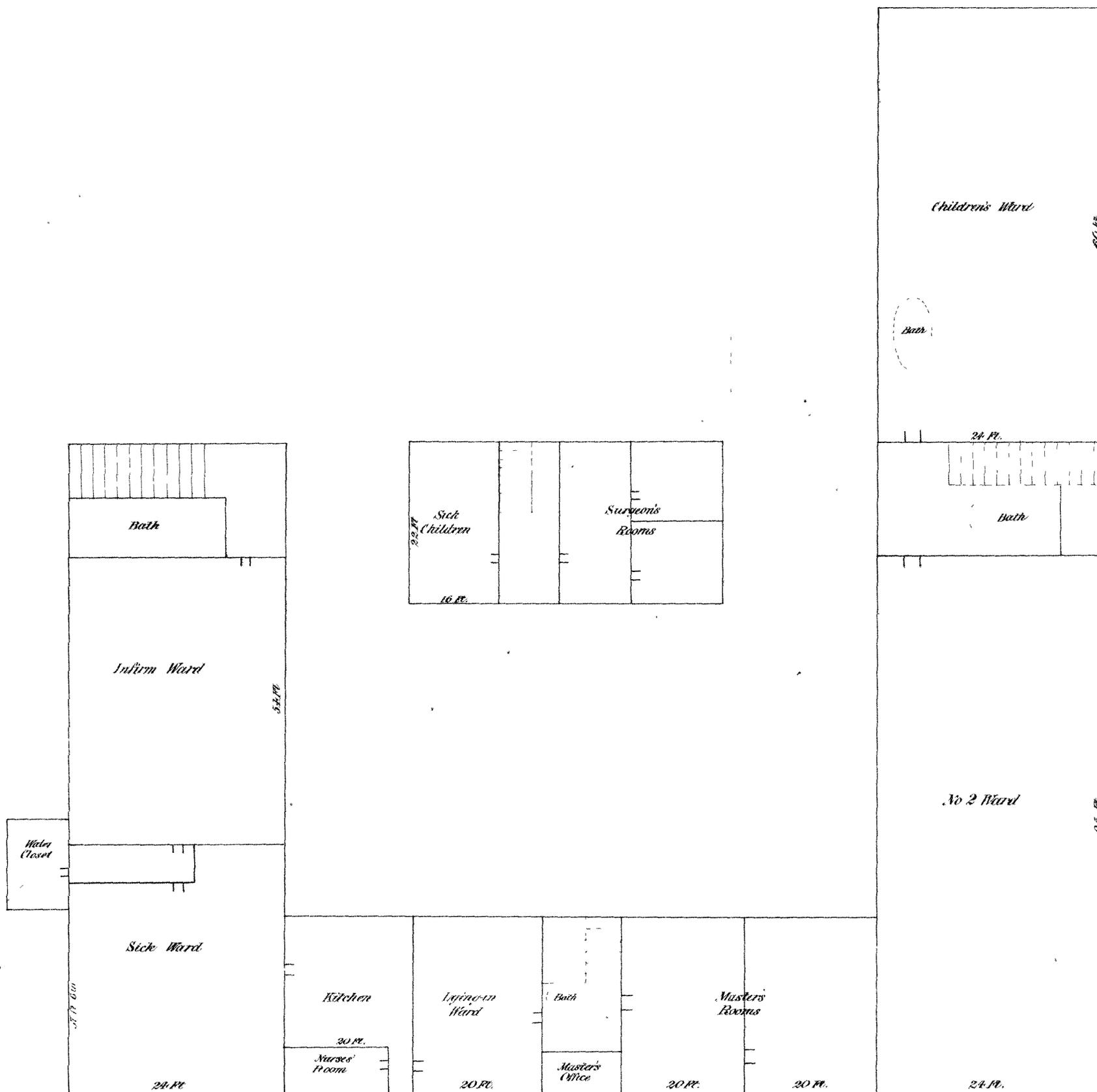
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APPENDIX C.



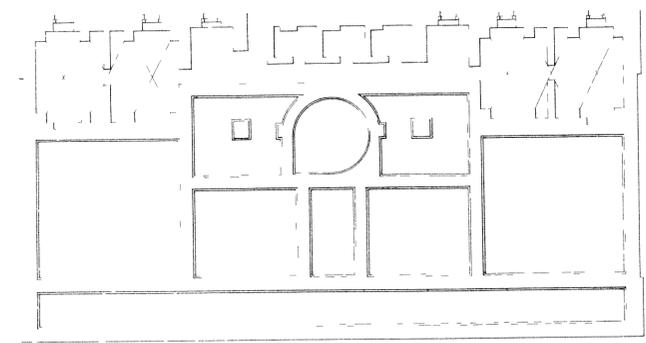
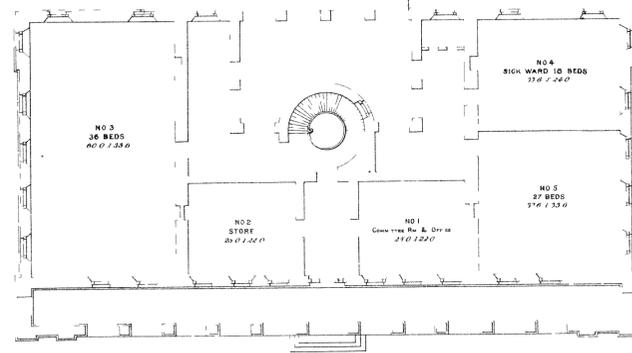
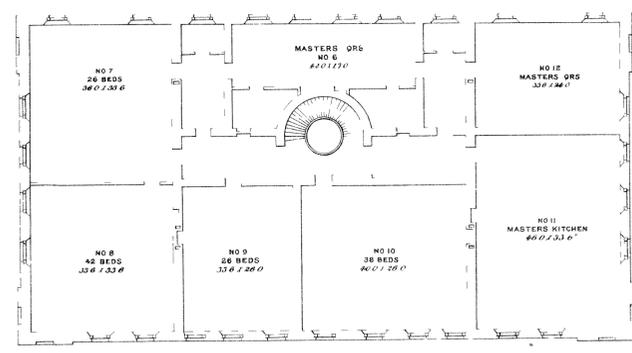
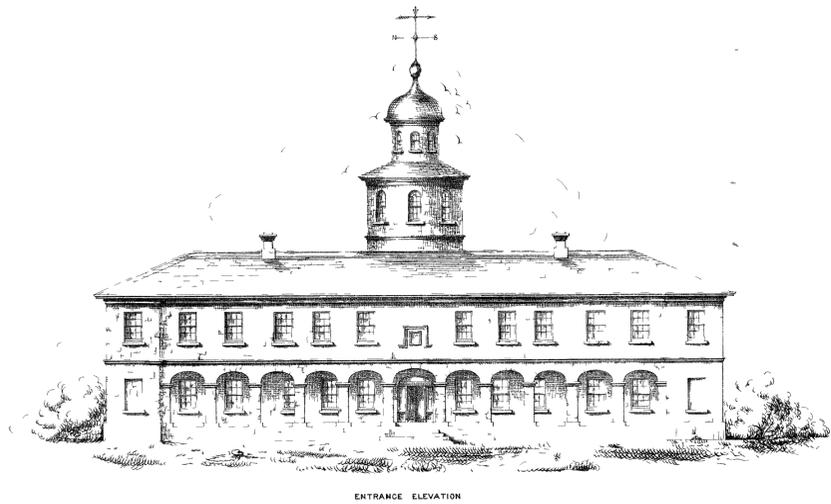
REMARKS

NO 1 WARD furnished with 42 Beds now occupied by 64 Women and 36 Infants. DINING HALL used as Place of Worship, Dormitory for 13 male Men and School-room. MEN'S SICK WARD furnished with 20 Beds, at present 16 Patients, 8 Boys and 2 Servants. NO 2 WARD furnished with 42 Beds occupied by 75 Women, 1 Infant and 2 Wardswomen. CHILDREN'S WARD at present 65 Children, 4 Women Nurses INFIRMARY WARD 25 Beds occupied by 30 Patients, Majority Bed-ridden. SICK FEMALE WARD 17 Beds occupied by 24 Patients and 2 Nurses Lying-in WARD 8 Beds, 6 Women and 6 Infants. CHILDREN'S SICK WARD 8 Beds now 12 Children and Nurse. There are at the present time 40 Young Women in the Institution nursing their Infants and 8 awaiting confinement.



APPENDIX D.

Plan
OF THE
Benevolent Asylum
LIVERPOOL



SCALE OF 20 FEET TO ONE INCH

SELECT COMMITTEE ON THE BENEVOLENT ASYLUM.

11

RULES AND REGULATIONS.

1. That the object of this Society be to relieve the poor, the distressed, and the aged, and thereby to discountenance, as well as possible, mendicity and vagrancy, and to encourage industrious habits among the indigent, as well as to afford them religious instruction and consolation in their distress, and that it be called "The Benevolent Society of New South Wales."
2. That His Excellency the Governor General be respectfully solicited to become the Patron of this Society.
3. That the business of the Society be under the management of a President, one or more Vice-Presidents, a Treasurer, a Secretary, and a Committee (not to exceed thirty-six in number, exclusive of *ex-officio* members), to be chosen from among the Members at the Annual General Meeting, to be held as hereinafter is provided.
4. That the President, Vice-Presidents, Treasurer, Gratuitous Medical Attendants, and Secretary, be *ex-officio* members of the General and Acting Committees.
5. That one-fourth of the Committee retire annually, but shall be eligible for re-election; the retiring members to be those who have attended the least number of times during the past year.
6. That the number of Gratuitous Medical Attendants shall not exceed four, one of whom shall retire annually, but shall be eligible for re-election; and that the gentleman who has been longest elected shall be the retiring member.
7. That every Subscriber of one guinea per annum be a member; and that every Subscriber of thirty guineas be a life member of the Society.
8. That every Minister raising, by one or more collection sermons, the sum of thirty pounds, shall be a life member.
9. That the Committee shall have the power of proposing to a General Meeting the names of any persons, as life members, who have rendered essential service to the Society.
10. That the executor under any will paying to the Society a bequest of fifty pounds or upwards, shall be a life member; and if there be more than one executor to the will, every fifty pounds so paid shall qualify one life member, in the order in which they stand in the will.
11. That subscriptions in cattle, sheep, grain, clothing, and such other articles as may be serviceable to the poor, shall be received in lieu of money.
12. That the General Committee shall choose from among themselves an acting Committee, three to form a quorum, with power to avail themselves of the assistance of any suitable persons who may be willing to aid them in their duties.
13. That the General Committee shall meet on the second Tuesday in January, April, July, and October, in each year, for examination of the accounts and general business of the Society, when (in the absence of the President and Vice-President) they shall choose a Chairman for the time being, from among themselves; that five do form a quorum.
14. That Special General Meetings of the Members may be called either by the General Committee, whenever there may be important business to submit, or by the Secretary, on a requisition addressed to him by at least eleven members of the Committee, or twenty-four members of the Society, when he shall be authorized and required to call a Special General Meeting within ten days from the date of such requisition.
15. That the Acting Committee shall visit, as occasion may require, persons receiving relief from the Society, and shall meet once a week, or oftener, to afford relief, to superintend the internal economy of the House, and to conduct the general business of the Society; and that all Members of the General Committee shall have the privilege of meeting and voting with the Acting Committee.
16. That no member of the Committee shall be at liberty to supply any articles for the use of the Society for which he shall receive any pecuniary compensation, and that the purchase of all supplies of stores for the Society, and the payment of all moneys, shall be authorized by the Acting Committee.
17. That the Treasurer shall receive all subscriptions, pass his receipts for the same, and make all payments on account of the Society, agreeably to the foregoing rule, and shall keep an account of all such receipts and payments; that he shall, at every Quarterly Meeting of the Committee, present an abstract of the accounts of the Society; and at the January Quarterly Meeting in every year present an annual account, for the purpose of its being audited by two members to be appointed by the Committee.
18. That the Secretary shall minute all proceedings of the Society, carry on its correspondence, sign all orders of the General and Acting Committees, countersign all cheques for the payment of moneys, and see that the Collector performs his duty correctly.
19. That every person applying for relief must be recommended by a member.
20. That relief shall not be afforded in money, except in special cases.
21. That the annual accounts be closed on the 31st December in each year, and that the Annual General Meeting of the Society be held at such time in the month of January as may appear most expedient to the General Committee, when a full account of the funds and proceedings of the past year shall be presented.
22. That no law of the Society shall be altered except at an Annual or Special General Meeting, and that twenty-one days' notice shall be given in writing to the Secretary, of any intention to propose either an alteration of, or an addition to, any of the existing laws of the Institution.

The Hon.
George Allen,
Esq., M.L.C.

17 Oct., 1861.

E.

RETURN of the Number of Patients in the Sick Wards of the Benevolent Society's Establishment at Liverpool, 15th October, 1861.

No. of Wards.	No. of Beds in each Ward.	No. of Patients in each Ward.	No. of Patients confined to their Bed.	No. of Patients that could conveniently be accommodated in each Ward.	REMARKS.
No. 2.....	16	16	12	14	Many of the other patients, although not confined to their beds, are only able to go out for a few hours daily in fine weather.
" 3.....	55	49	19	50	
" 4.....	22	20	17	18	
" 5.....	34	33	20	30	
TOTAL.....	127	118	68	112	

F.

The Hon.
George Allen,
Esq., M.L.C.

F.
RETURN of the Number of Inmates sleeping in the Hale Wards of the Benevolent Society's Establishment
at Liverpool, 15 October, 1861.

17 Oct., 1861.

No of Ward.	No. of Beds in each Ward.	No. of Inmates at present sleeping in Ward.	No. of Inmates who have slept in said Ward nightly during June and July.	No. of Inmates who can conveniently be accommodated in each Ward.	REMARKS.
No. 7	30	29	32	30	
8	47	45	63	47	
9	30	29	35	28	
10	38	35	43	38	
11	49	49	65	47	
Dining hall	29	29	39	None.	
TOTAL..	223	220	277	190	

G.

BENEVOLENT INSTITUTION, Liverpool. Excerpt Statement, stating dimensions of Wards, and of Ground, and the various Buildings erected thereon :—

No.	Description	Ft.	in.	by	Ft.	in.
1	Board Room	25	11		22	6
2	Ward	26	0		22	6
3	Ditto	59	7		33	10
4	Ditto	34	0		22	10
5	Ditto	34	6		34	0
7	Ditto	34	4		25	0
8	Ditto	46	0		34	6
9	Ditto	34	6		26	6
10	Ditto	39	6		34	6
11	Ditto	47	0		34	7
1	Apartments occupied by Master	34	6		23	4
2		20	0		15	6
3		21	5		15	6
	Dining Hall	96	6		23	6
	Principal Kitchen	31	0		20	6
	Inner ditto	20	6		15	0
	Laundry	20	6		14	9
	Washing House (Lavatorium)	31	6		12	0
	Bed Store	20	0		9	9
	Hair Dresser and Shaving Shop	12	9		9	9
	Open Shed in yard	61	0		14	6
	Straw House, Shed, and Stable	65	9		10	0
	W. C. and W. at angle of yard	23	0		9	0
	2 Gate Lodges, in each 1 room	9	6		5	6
		9	6		5	6
	Mortuary House in garden.. .. .	14	0		11	0
	Shoemaker's Shop	19	6		9	6
	Tool House	22	6		5	0
	Tank (manure)	19	0		9	6
	Garden contains 8,500 s. yds.					
	Laundry Drying Ground, 3,572 sq. yds.					
	Entrance Front, 2,149 sq. yds.					
	Public Yard, 4,836 sq. yds.					
	The late Dr. Hill's premises contain 800 sup. yards					
		Total area about 3½ acres.				

The ceilings are 15 feet high.

G. 2.

INCREASE of Inmates in Sydney and Liverpool Houses for seven years, from 31 December, 1853, to 17 October, 1861.

Sydney, 31 December, 1853	210
Liverpool " "	226
	— 436
Sydney, 31 December, 1854	272
Liverpool " "	266
	— 538
Sydney, 31 December, 1855	280
Liverpool " "	251
	— 531
Sydney, 31 December, 1856	260
Liverpool " "	290
	— 550
Sydney, 31 December, 1857	283
Liverpool " "	311
	— 594
Sydney, 31 December, 1858	348
Liverpool " "	311
	— 659
Sydney, 31 December, 1859	353
Liverpool " "	338
	— 691
Sydney, 31 December, 1860	287
Liverpool " "	320
	— 607
Sydney, 17 October, 1861	390
Liverpool " "	346
	— 736

SELECT COMMITTEE ON THE BENEVOLENT ASYLUM.

13

H.

*Patron—**President—*The Honorable E. Deas Thomson, C.B.*Vice-President—*The Honorable George Allen, M.L.C.*Treasurer—*H. H. Browne, Esq., J.P.*Secretary—*The Honorable George Allen, M.L.C.*Gratis Medical Attendants—*The Honorable W. Bland, M.L.C.; George Walker, Esq., M.D.; A. M. Browne, Esq., M.D.; Joseph Burgon, Esq.*Committee—*

Allen Hon. George Wigram, M.L.C.
 Alexander Maurice, Esq.
 Cowper Hon. Charles, Colonial Secretary.
 Colish Revd., M.A.
 Dougall Revd. John
 Fairfax John, Esq.
 Frechill P., Esq.
 Gillespie J., Esq., Liverpool.
 Hogg Thomas, Esq., J.P.
 Hodgson Revd. W., Liverpool.
 Hunt R. A., Esq.
 Hurst Revd. George
 Ironside Revd. Samuel
 King Revd. George
 Lenchan A., Esq., J.P.
 Lester C., Esq., Denham Court, Liverpool.
 Levy Montagu, Esq.

Macfarlane Hon. John, M.L.C.
 M'Encroe Venerable Archdeacon.
 M'Gibbon Rev. J.
 Oram Revd. J.
 Plunkett Hon. J. H.
 Priddle Revd. C. F. D., Liverpool.
 Parkes Henry, Esq., M.L.A.
 Robinson F. R., Esq.
 M'Arthur A., Esq., M.P.
 Raphael J. G., Esq.
 Sheridan Revd. J. F.
 Stephen Revd. A. H.
 Stephen M. H., Esq.
 Sumner Very Revd. Dean.
 Walsh Revd. Canon.
 Young Revd. Peter, Liverpool.

*Clerk and Accountant—*Mr. Robert Anderson.*Master and Matron of the Asylum, Sydney—*Mr. and Mrs. S. W. Mansfield.*Resident Medical Officer—*Mr. James Smith.*Master and Matron of the Asylum, Liverpool—*Mr. and Mrs. P. Mulholland.*Non-resident Surgeon—*Mr. J. B. Watson.*Storekeeper—*Mr. George Girling.

Maurice Alexander, Esq., has been elected Treasurer, in place of H. H. Browne, Esq., resigned.

WEDNESDAY, 23 OCTOBER, 1861.

Present :—

Mr. ALEXANDER,
 Mr. CALDWELL,
 Mr. HARPUR,

Mr. HAY,
 Mr. LOVE,
 Mr. SADLEIR,

Mr. SUTHERLAND.

J. LUCAS, Esq., IN THE CHAIR.

[The Committee having assembled in the office of the Benevolent Asylum, Sydney, proceeded to the Court-yard in the rear, where were assembled from ninety to one hundred persons, chiefly women and children, who were in attendance for the purpose of receiving out-door relief. Having entered a small lean-to attached to the main building whence the supplies were distributed,—]

Mr. Samuel W. Mansfield, was examined as follows :—

193. *By the Chairman:* In what capacity are you engaged here? I am master of the institution.

194. How long have you held that office? About seven years.

195. The persons whom we see here are those who receive out-door relief? Yes.

196. How often is that supplied? Once a-week; every Wednesday.

197. How is it supplied? According to the number of the family; persons who wish to obtain relief come before the Committee, having a recommendation from a subscriber to the institution; they then state the number of their family and their circumstances, the committee then award such relief as they think necessary; in the ensuing week I visit these persons, ascertain their circumstances and character, and report accordingly.

198. What are the articles served out to these persons? Flour, loaves, meat, sugar, rice, arrowroot, oatmeal, and money. This book contains the reports made by me to the committee, and upon my report either the relief is continued, increased, diminished, or struck out.

199. Under what circumstances are these people relieved in money? They are only relieved in that way upon a special recommendation for the payment of rent, and there are only certain individuals who are entitled to that relief—widows with young children, women whose husbands are sick and unable to do anything for their families, or women with large families who have been deserted by their husbands.

200. The bread we see here is that with which they are supplied? Yes.

201. Supplied by Mr. Wilkie, the contractor? Yes.

202. What quantity of bread is usually served out? At the present time from 1,300 to 1,500 loaves a-week, and from 2,000 lbs. to 3,000 lbs. of flour.

203. Sugar? About 25 lbs.

204. Tea? No tea.

The Hon.
 George Allen,
 Esq., M.L.C.

17 Oct., 1861.

Benevolent
 Asylum.
 23 Oct., 1861.

Mr. S. W.
 Mansfield.

205.

- Benevolent Asylum. 23 Oct., 1861. 205. What quantity of rice? I can give you the totals:—On the 25th September 1,055 loaves, 1,970 lbs. flour, 755 lbs. beef, 17½ lbs. sugar, 217 lbs. rice, 2½ lbs. arrowroot, 20½ lbs. oatmeal, and 12s. 6d. in money.
- Mr. S. W. Mansfield. 206. Will you furnish the Committee with a return of the quantities served out on the first week of each quarter, during the past ten years? I will.
207. This is the place whence you serve out the whole of the provisions? Yes.
208. And these persons outside are the recipients? Yes.
209. Do the parents come themselves, or do many of them send their children? The parents sometimes, and sometimes the children.
210. When the parents apply for relief, do they bring their children with them? They very rarely bring their children with them.
211. *By Mr. Caldwell:* They are generally recommended by some person when they are unknown to the committee? All the cases when they are first put on by the committee are considered temporary.
212. Do you afford relief before the parties are visited? Yes, for in some cases if the relief were withheld for a week it would be a great deprivation. The circumstances of the parties are inquired into afterwards, and the reports are entered here. (*The witness produced a book.*)
213. *By the Chairman:* How many different families have you now on the books? About 400, and they average about five or six individuals to a family.
214. The report states that about 2,800 receive out-door relief? Yes, but they are rather on the decrease now, and have been for the last five or six weeks.
215. Do you find these people discontinue their visits of their own accord? Not one in a hundred.
216. They obtain relief as long as they can? Yes. I lately brought before the committee the case of a man who was highly recommended, who bore an excellent character; he had been receiving 30s. a-week for some weeks, and continued to receive assistance. It requires great vigilance to prevent such cases.
217. *By Mr. Love:* When will the present contract for the supply of bread and flour terminate? At the end of the year.
218. You are not at liberty, upon giving a month's notice, to cancel the contract? No.
219. *By the Chairman:* What is that (*pointing to a cask*)? That contains chloride of lime, which is extensively used in the establishment, for disinfecting purposes.
220. Do you serve out these potatoes, or use them in the establishment? In the establishment; the inmates get them twice a-week.
221. Any other vegetables? They get vegetables every day in their soup.
[The Committee next visited the dining hall, at one end of which were six stretchers and beds. In the centre of the room were assembled between thirty and forty children, repeating their lessons to their school-mistress.]
222. *By Mr. Love:* How long have the people to wait outside before they are served? They are all served in their turn. I commence weighing about half-past nine, and generally finish about half-past one; that is, if I have no interruption.
223. *By the Chairman:* Do you not think that it would be an advantage to serve out the bread twice a-week instead of once? It might be.
224. Is not the bread likely to become stale? There is not sufficient allowed to maintain a family; the largest number of loaves given under any circumstances is six.
225. Has it ever come to your knowledge that the relief given has been sold? I have never known it of my own knowledge, but from information that has been given me. When such cases are discovered they are struck off the list immediately. I believe it is not unfrequent. I visit these people every week, but I am well known in the localities where they reside, and as soon as I appear in the neighbourhood the word is given from one to another, and I find the women engaged at their washing tubs, and at their various occupations.
226. In consequence of want of room, you have to use this part of the building as a school? Yes, as a school, place of worship, and also as a dormitory. This is the Protestant school; the part of the room which is partitioned off at the other end is used for the Roman Catholic school.
227. What number of beds do you make up here at night? We have a number of spare beds always ready, so that if any cases come in during the night we may make them up; otherwise we have no more than you now see. These are all for the servants.
228. Have you two dining rooms—one for the men and one for the women? No.
229. The schoolmistress teaches both boys and girls? Yes.
230. How many can conveniently dine in this room? At those tables, about 120.
231. If the tables were extended from end to end of the room? About 300.
232. What is the length of the room? Ninety-six feet.
233. That includes the part partitioned off? Yes.
234. Are the people provided with knives and forks? Yes; with knives, forks, dishes, and plates.
235. *By Mr. Caldwell:* Do they use knives and forks? Not one in twenty.
236. How do they then manage to eat their meat? Most of them take their soup in the room, and take their meat away with them to eat at tea.
237. *By the Chairman:* How many meals have they a-day? Three.
238. What do they get for dinner? Twice a-week potatoes and meat, on other days soup.
239. When they have soup do they always have bread for dinner? Yes; they have both bread and meat served out every day.
240. What have they for breakfast? Bread and tea.
241. What for tea? Bread and tea.

242. Is there a certain portion of bread served out? Yes, served out every morning; twelve ounces to females, and sixteen to men. Meat, three quarters of a pound to a female, and one pound to a man. The tea is given out in this proportion: one and a half ounces sugar to every adult, and one ounce of tea to five.
243. That is all made in one general boiler? Yes; and served out in the panikins you see hanging up.
244. *By Mr. Caldwell:* That is served out twice a-day? Yes; each inmate has a pint every morning and a pint every evening. In addition to this, they have boiling water provided at seven o'clock in the morning, and at three in the afternoon; so that those who have tea supplied to them by their friends can then make it.
245. What is the ration served out to the children? There is nothing fixed for the children, but they have what they can consume.
246. What have they? They have the same as the adults, with the addition of milk, rice, and treacle, and the younger ones have arrowroot.
247. You have children here of all ages under ten? Of all ages, from infants a few hours old.
248. You have a female as matron for these children? Yes.
249. What is provided for females who are confined here? They have the same allowance as the others, with the addition of milk night and morning; for their infants they receive arrowroot, sugar, and extra bread.
250. Is it your duty to keep an account of the different classes of paupers who come here? No.
251. Have you, in your experience, known women to come here more than once for the purpose of lying-in? Yes; I have known one to be here three times.
252. Within what period? Within four years.
253. Was she a married woman? Unmarried.
254. Can you give the Committee any idea of the proportion of these women who are common prostitutes, of married women, or of young women who have been seduced? I think the large majority of these cases are girls who have been in service at the time. There are very few cases of town girls.
255. Are there many married women who are confined here? Not many.
256. Have you known any instances of married women whose husbands and families have been living in Sydney taking advantage of this institution? There have been one or two such cases.
257. Have there not been many cases where the women have been deserted by their husbands? The majority of cases among married women have been of that class. In one case I know that the husband deserted his wife in order that she might be brought here; for the moment after her recovery from her confinement he was ready to take her away.

Benevolent
Asylum.
23 Oct., 1861.
Mr. S. W.
Mansfield.

Sarah Cropper examined:—

258. You are engaged in the instruction of these children? Yes.
259. How many children have you? To-day I have thirty-two.
260. How many have you usually? I had thirty-eight last week.
261. At what age do you take charge of them? These are the youngest (*selecting three of the children*); these are three years old.
262. Among these children are there some who have been here a considerable time? Some have been here for years.
263. (*To Mr. Mansfield*): Have you no rule for sending them away from here to the Destitute Children's Asylum? No, the parents of some of the children are here.
264. Have not many been sent from this institution to the Destitute Children's Asylum? Not many; there was one draft of fifty.
265. At that time I suppose you cleared off nearly all the children? No; it was only fifty out of about a hundred and twenty.
266. Is it in contemplation to send a further number? Yes, I believe it is.
267. When you sent these children, how were they selected? They were selected by the doctor.

Sarah
Cropper.

[Mr. Smith (the surgeon) stated, that he had selected those who were most likely to remain, and to be an incumbrance to the institution.]

268. (*To Mrs. Cropper*): You say you had thirty-eight children in the school last week? Yes.
269. Where are the others? There are some sick, and some have left.
270. Are these children all of one religious denomination? They are all Protestants.
271. Of different denominations—Church of England, Presbyterians and Wesleyans? I only know them as Protestants.
272. Do you receive a salary for teaching these children? Yes.
273. What remuneration do you receive? Five shillings a-week.
274. Do you live in the institution? Yes, I am an inmate.
275. How long have you been here? Two years last August.
276. During the whole time have you been engaged in teaching? No, I have been five months so employed.

[The Committee then proceeded to the adjoining room in which was held the Roman Catholic school.]

Catherine

Catherine Maher examined :—

- Benevolent Asylum, 23 Oct., 1861.
Catherine Maher.
277. *By the Chairman* : You are the schoolmistress here? Yes.
278. This is the Catholic school? Yes.
279. How long have you been here? I think six years.
280. Have you been a teacher during the whole of that time? During part of the time I acted as nurse; at the time the children had the itch.
281. What remuneration do you receive? Five shillings a-week for two years; then I had £20 a year, for a-year; and now I have £26 a-year.
282. Have you children under your charge who are affected by any disease? They have an eruption on the skin like the itch.
283. How long is it since they first had that? I think two years.
284. Have they been affected by this disease ever since? Off and on.
285. It has not been out of the establishment entirely? It has been here mostly since.
286. Do the children all sleep in one place? They all sleep and dine in one nursery.
287. Do the children afflicted with this disease sleep in the same room with those who are free from it? Yes.
288. There is no classification of the children with reference to the disease? There is no separate room for them; some of the elder boys sleep in the hospital.
289. In the school, may you not have a child afflicted with this disease standing next to a child who is free from it? Every one of them has it more or less.
290. How many children have you under your charge? I have thirty to-day; there are a few more on the doctor's list, in the hospital.
291. What is the largest number you have had? I have had fifty at a time; some of them were removed to the Destitute Children's Asylum.
292. What number had you taken from your school? There were forty-seven altogether; about half were taken from me and half from the Protestant school. I have never less than thirty-four or thirty-six.
293. Is this your bed (*pointing to a bed in the corner of the room*)? Yes. I suffered so much from headache from sleeping in the room with so many, and I obtained permission to have my bed here.
294. Are there any adults, or aged persons, who sleep in the ward with the children? Yes, a nurse and four or five women as attendants.
295. Do all the children in the institution sleep in one ward? No; the sick are in the hospital, but all the healthy ones are in one ward.
296. Have you any idea of the number of unhealthy children? They are healthy enough, except for the itch.
297. *By Mr. Love* : Have you any deaf and dumb children? Only one.
298. Are there any in the other school? I think not.
299. Are the parents of this deaf and dumb boy living? Some person comes to visit him.
300. How long has he been here? About twelve months.
301. What means have you of developing the intellectual faculties of this boy? I make no remark about it.
302. Has he any knowledge of the being of a God? He might turn to making baskets, or something of that.
303. I think you do not understand my question—do you suppose he has any idea of a God? Yes; he is quite sensible, in his way, as to God; he kneels down with the others to make his prayers.
304. Can he speak with his fingers? No.
305. *By the Chairman* : What steps have been taken to cure the children of disease? They were washed and rubbed according to the orders of the doctor. He is very attentive in his visits. Before Dr. Smith came, some of the children were nearly rotten.
306. Are there any baths here? There is a tub, and water has to be carried to it.
307. I suppose four or five children are washed in the same water? I am not aware; I dare not take notice of that; I would give you every information with pleasure, if I could.
308. You have seen several children washed in the same water? I did not enter down. I am not certain, because I did not notice.
309. Did I understand you to say that some of these children have had this disease for two years? It broke out about two years ago, and if a child has come in since he has been infected with it afterwards.
310. How often are these children washed? I do not know; the nurse will tell you; they receive every attention.
311. How many children have you who are learning to write? Only eight at present; some of them are only beginners.
312. Do any of them learn arithmetic? Some of them are just doing numbers.
313. Have any of these children been long in school? No; some have been eight or nine months, some two or three.

[Mr. James Smith, the medical officer of the institution, and Mr. Robert Anderson, clerk and accountant, here joined the Committee, and proceeded with them to the women's hale ward. At the top of the staircase leading to this ward was a landing, on which stood an oval tub of about five feet in length, two in breadth, and three in height. This tub was placed beneath a tap. Having arrived at this landing, Mr. Smith was examined.]

- Mr. Smith. 314. *By the Chairman* : Is this the bath? It is.
315. Is the first operation upon the reception of any person as an inmate here to put her in the bath? It is when they are dirty.

316. Are the inmates of that ward (*the women's hale ward*) bathed twice a-week? They are. Benevolent Asylum.
23 Oct., 1861.
317. Is there a screen put round the bath? Yes. Mr. Smith.
- [The Committee then entered the ward. This room is about 95 feet long by 24 feet wide, and 12 feet high; it is lighted by four windows on the northern side, five on the southern, and one on the western end; it was ventilated by small iron gratings in the wall, and three perforated ventilators in the ceiling. On the floor at the foot of each iron stretcher, a mattress and bed-clothes were rolled up; some thirty or forty women were engaged in knitting, needlework, &c., in various parts of the room.]
318. How many bedsteads does this ward contain? About forty-four; about as many more beds are made on the floor.
319. Are the beds I see lying at the feet of the stretchers spread on the floor at night? Yes; one on each side of the room.
320. Then, although the room is intended only to contain forty-four beds, you have sometimes double that number of persons sleeping here? Yes.
321. Are these bed-clothes ever taken out into the yard? Yes; and spread on the green.

Christina Sanderson, examined:—

322. You are wardswoman here? Yes. Christina Sanderson.
323. Do you compel the whole of the inmates of this ward to wash every day? They bathe twice a-week.
324. Are they not compelled to wash their faces every day? Yes.
325. Has this person (*pointing to an elderly female who appeared to have been recently in the bath*) just come in? Yes; very few come in but have to be washed.
326. From the appearance of the ward, I should imagine twice as many people sleep in it as it was originally intended to hold? Yes; there are more in the ward than can be properly accommodated.
327. How are these beds laid down? Across the room.
328. Then there is scarcely space left between them for a passage? No; it is as much as you can do to go up and down between the beds. Every bed is occupied.
329. How many have you now sleeping in the ward? I have eighty people in the ward.
330. And there are bedsteads for only forty-four? Yes; and they are too close, I think.
331. Is the ventilation sufficient? On warm nights we have to put the windows down, sometimes three and sometimes six inches from the top.
332. (*To Mr. Smith*): The ventilators do not seem to be sufficiently numerous? I wanted the gratings you see round the top of the wall to be put outside.
333. How does the ventilation come to the gratings? Through a large opening in the wall outside, divided into two holes by a brick in the centre.
334. Do you not think if patches of the ceiling were broken away, the ventilation would be better than it is at present? The wind blows down very strongly at present through the ventilators in the ceiling. I think if there were ventilators of perforated zinc round the edge of the ceiling it would be better.
335. (*To Christina Sanderson*): Do you find it very warm here at night? Yes; sometimes we cannot let the windows down.
336. Are the inmates allowed to be here all day? Yes; those who are not able to do other work, do needlework.
337. They are not compelled to go out? Not unless they think proper.
338. *By Mr. Love*: Do you not think it would be a great convenience to have a chair alongside each bed? Yes, for they have nothing to put their victuals on, or to set a drop of tea on.
339. Would you recommend that a number of chairs should be supplied? Or stools—I think stools would be better than chairs.
340. *By the Chairman*: How long have you been wardswoman? I have been in this place about five years, and I have been wardswoman about eighteen months.
341. Do you receive pay? Yes; eighteen-pence a-week.

Catherine Moore examined:—

342. *By the Chairman*: How long have you been here? A fortnight last Monday. Catherine Moore.
343. What are you now doing? Knitting.
344. Who supplies you with this work? This is for the mistress.
345. Are you paid anything for it? I do not know; I should say not. The mistress asked me if I could do fancy work; I said yes, and she gave me this window curtain to make.
346. How long will it take you to make this? About another fortnight to finish it.
347. How long have you been employed upon it? Since last Monday week.
348. Who is the mistress? Mrs. Mansfield, the matron. I had bad hands, and was unable to do other work.
349. (*To Christina Sanderson*): Do the inmates do any needle-work? Yes; they make all their own clothes.
350. Do they do any work for out-of-doors? Not that I know.
351. Do they receive any remuneration for their work? No.
352. Do they all wear one dress when they come here? They wear dresses of different colours, but all the dresses belong to the house.
353. When persons come in here the dresses they have on are taken from them? Yes, and a clean dress belonging to the house is given them; everything they wear belongs to the house.

Benevolent house. If their own clothes are dirty they are washed, sewn up in a cloth, and put in the store; the name of the party to whom the parcel belongs is put upon it.
 Asylum.
 23 Oct., 1861. 354. There is no work done in the institution except what is necessary for the inmates?
 Catherine Moore. No, there is an old woman who mends all the clothes; there are some who are employed as laundresses and in house-work; some are able to do needle-work and some are not.

[The Committee next visited the children's ward, a room about 60 feet long by 24 wide and 12 high. One end was divided from the rest by a curtain being drawn across. To the left on entering was a large tub, and around the room in various parts, piled against the wall, a number of mattresses and quantity of bed clothing.]

Mrs. Louisa Stone examined :—

Mrs. Louisa Stone. 355. *By the Chairman:* How many children have you in this ward? At present sixty three—I have had more.
 356. Do they all sleep here? Yes.
 357. And dine here also? Yes, they take all their meals and sleep here.
 358. Is this where they bathe (*pointing to a large tub*)? Yes.
 359. How often are the children washed? They are bathed once every week.
 360. How often are they washed? They are washed and combed every morning.
 361. When you use the bath, how many children do you wash before you change the water? We must wash them all.
 362. The whole sixty-three in the same water? Yes; we have to fetch all the water up and to carry it all down again.
 363. The water is not laid on? Not for this ward.
 364. Is the same plan pursued in washing the faces, hands, and feet of the children? No; we are obliged to change the water then, because it is sometimes very dirty.
 365. You have to carry up the water? Yes, the cold water is carried up from the yard; the hot water from the coppers.
 366. Do all the children sleep here, or is there another ward? The big boys sleep in the ward below, but sixty-three sleep here and take all their meals here.
 367. How long have you been here? I have been children's nurse two years and nine months.
 368. What is your remuneration? My salary is £30 a-year and rations.
 369. Have you any children? I have two children with me at present.
 370. *By Mr. Love:* Do the children sleep on the floor? Yes, these are the beds, which are piled up against the wall.
 371. What is done with the beds when the children get up? They are folded up and placed there.
 372. *By the Chairman:* Are they taken out into the air? Yes, about once a fortnight.
 373. How often are the bed-clothes taken out of the room to be aired? Perhaps once a week, perhaps not so much as that; as often as I see it to be necessary I send them below; but some of them, in consequence of the dirty condition and habits of the children, have to be changed three nights in the week.
 374. Has each child his own bed? No; it is impossible for each child to have a bed for itself. Some of the children come in here in a most filthy state—crawling all over, covered with vermin and sores; others come in in a cleaner condition. In such cases I endeavour to keep the cleaner children apart from the others.
 375. Then a bed occupied by John Jones to-night might be occupied by Samuel Smith to-morrow night? It might be so, but the children are very sharp about taking their own places. The mattresses are very wide, and four children are placed on one side of the mattress, four on the other, and one blanket covers the whole.
 376. You have a great number of children afflicted with a disease similar to itch? There are several.
 377. I suppose from the manner in which you are compelled to arrange the beds, that children who have the itch lie with those who are clean? I prevent that as far as I can, and keep the blankets separate; but when they are in the school or about in the yard, of course they come in contact with each other, and the doctor says that the disease is so contagious, that a child who is clean taking anything from the hand of another who has the disease may contract it.
 378. Nevertheless the children who are afflicted with this disease, as well as others, sleep in the same ward? Yes; the boys sleep on one side, and the girls on the other.
 379. Are they provided with knives and forks? No; with dishes and spoons. To the delicate children I give beef-tea, rice, and other things; the other children have soup. For breakfast they have bread, tea, and a little milk; for dinner, soup and bread, and a little meat; and two days in the week they have meat and potatoes.
 380. For tea what have they? The same as for breakfast.
 381. Have they any treacle? They did have it, but the doctor found it did not agree with them; it acted too much upon their bowels. A great many of the children who come here have very bad constitutions; they are very troublesome, and hard to manage.
 382. I see you have some infants here? Yes; I am sorry to say I have two or three who are very troublesome.

[The Committee proceeded to the sick ward.]

Mr.

Mr. James Smith further examined:—

Benevolent
Asylum.
23 Oct., 1861.

Mr. James
Smith.

383. *By the Chairman:* This is the sick ward? Yes.
 384. How many patients have you here? Seventeen.
 385. How many beds are there in the ward? Twenty.
 386. Have you ever had more patients than the ward could conveniently hold? Yes; I have had as many as eight lying on the floor.
 387. Have you many patients who have been in the Infirmary a considerable time? There are eight who have come from the Infirmary lately; one has been here three years.
 388. Do you find this ward hardly large enough for the ordinary number of patients? Yes, whenever we can draft them off to Liverpool we do so.
 389. I suppose you would not think it too large if it were as large again? No.
 390. Have you any warm baths? Yes; both warm and cold.
 391. Have you any properly constructed bath? There is a room where there is a large oval tub used as a bath.
 392. You have no other description of bath? No; the hot water is brought up from the boiler below.

[One of the patients stated to the Chairman that he was a Presbyterian, had been nine months in the Asylum, and during the whole of that time had never been visited by a clergyman of that denomination.]

393. Do some boys sleep in this ward? Eight, who are between the ages of ten and fourteen.
 394. Are they ill? No; it is to keep them away from the younger children and the girls.
 395. Do you not think it is very injurious to them to sleep here? They are never sick.
 396. As a general principle do you not think it is objectionable that young children should sleep in such a place with old people? Yes.
 397. Is Divine service held in the institution every Sunday? Yes; Mr. Allworth is the paid chaplain.
 398. Is there any other clergyman? Dr. Fullerton, the Presbyterian clergyman, has service every Thursday, and the Roman Catholic priests come here very regularly.
 399. Do the clergymen visit the sick wards? Yes; Mr. Allworth visits the sick once or twice a-week. I suppose Dr. Fullerton does not come because he does not wish to interfere with the paid clergyman.
 400. What medical comforts are allowed? Whatever I think necessary is ordered.

[The Committee next visited the laundry-yard and laundry. In the former were several women engaged in rinsing clothes in large tubs.]

401. (*To Mr. Anderson:*) I suppose these are some of the women who have been confined? Yes.
 402. When they get strong they are made to take a turn at the washing-tub? Yes.
 403. These are blankets belonging to the institution? —

[The laundry was an old weather-board shell building, about 35 feet by 20, the wall considerably out of the perpendicular, and the roof very much out of repair. Ten or twelve washing tubs, at which women were engaged, were placed upon benches extending along one side of the building. At one end a portion is partitioned off.]

Sarah Hale examined:—

404. How long have you been here? About sixteen months.
 405. Have you been laundress ever since you have been here? Yes.
 406. Are you remunerated for your services? Yes.
 407. What pay do you receive? £35 a-year.
 408. Have all these women been here for a long time? Some have been here a good bit, others have come only recently.
 409. How many have you generally engaged here in washing? I ought to have eleven. There is one young person who does the baby-clothes.
 410. Some have been here a considerable time? Yes; four or five.
 411. Others are young women who have been confined, and who having become strong, are put to work? Yes.
 412. Are the old women who have been here a considerable time paid? No.
 413. Do you find this a convenient place for your purpose? No; in bad weather we have no place to dry the clothes, and through these windows the damp comes, so that it is impossible to dry them here.
 414. While these young women are washing who mind their children? Some of the old women—the lame and blind; some of them will lie down a good bit.
 415. It appears as though the building were falling down? I have been afraid sometimes that a high wind will blow it down.
 416. What is that place divided off at the end? The place where McCabe lives.
 417. Who is he? The copper-man—he attends to the copper.
 418. He sleeps there? Yes, he attends to the fire and takes up the heavy clothes.
 419. Have the women who are engaged in washing any extra allowance? They have at the end of the week half a pound of tea, two pounds of sugar, and five loaves of bread extra, to be divided among eighteen or twenty of them. They ought to get that twice a-week, considering that the washing is very heavy.
 420. There is a great deal to be done? Yes; if you were to come here about ten o'clock on Monday morning, you could scarcely get up to the fire-place.

Sarah Hale.

- Benevolent Asylum. 23 Oct., 1861. Sarah Hale. 421. Do these ten women wash for all the officers of the institution? No, not for the doctor. I have a woman under me who does the matron's work.
 422. Do you wash the children's clothing? Yes; the children's clothing comes all in a lump. In fact, there is always dirty clothing coming down to me—sometimes four or five times a day. Just now there are some very bad cases, and these make a great deal of washing.
 423. Is there any tobacco allowed? A fig of tobacco is allowed to each of the women.
 424. Do the women generally smoke? Most of them—the old people.
 425. Do these young people who come in to be confined? No.
 426. Is a fig of tobacco served out to each whether they smoke or not? Yes; if I have any to spare I give it to them, and they give it to the old women who mind their children.

[The Committee having returned to the laundry yard,]—

John M'Cabe was examined:—

- John M'Cabe. 427. *By the Chairman:* What are these large casks kept filled with this stagnant water for? Just to keep the casks from falling to pieces.
 428. How long has the water been in them? A week or ten days.
 429. You have the water laid on from the Sydney main? Yes.
 430. Do you require the water in these tubs for use? No.
 431. How long have you been here? About six months.
 432. Do you sleep in the room partitioned off from the laundry? Yes.
 433. What pay do you receive? Eighteen-pence a-week.
 434. Are you pretty well engaged? Yes.

[Crossing the yard, and descending the steps at the south-west angle of the building, the Committee next visited the kitchen. This was situated beneath the dining hall, and was of about the same extent as the apartment above; it was paved with stone and ill-lighted. Ranged on a bench at the foot of the stairs were pieces of beef of various sizes, which were being distributed to applicants, who, in exchange for them, gave the distributor round tin tickets.]

William Allen examined:—

- Willm. Allen. 435. *By the Chairman:* What is your occupation here? I work in the garden.
 436. What duty have you to perform in this apartment? I have to serve out the meat every Wednesday morning to the people who come for out-door relief.
 437. How is it cut up? Into pieces of 6 lbs., 5 lbs., 4 lbs., 3 lbs., and 2 lbs. each. There are pieces of five different weights.
 438. How do you serve it out? Mr. Mansfield gives the person a ticket with the weight he is to receive stamped upon it, and I then give the quantity of meat marked on the ticket.
 439. *By Mr. Caldwell:* Do you account to Mr. Mansfield for the distribution of the meat? Yes, I give him the tickets, and he counts them to see what they amount to.
 440. He checks the quantity of meat served out by weighing the bones that are left, and counting the tickets.
 441. *By the Chairman:* Are these the bones (*pointing to a heap lying on the floor*) that have been taken out of the meat you have been serving out to-day? Yes.
 442. *By Mr. Caldwell:* What do you do with these bones? They go into the soup to-morrow.

[Paul John Maria, the cook, having brought a basin of soup for the Chairman to taste, was examined.]

- Paul John Maria. 443. Is this the soup you have prepared for the inmates? Yes; it will be better soup to-morrow, because the bones will be boiled with it.

[The witness then shewed the quantity of meat supplied to both the male and female inmates.]

444. What quantity of soup do you give to the inmates? About a pint and a half; to a working man we give more.
 445. What is the allowance of meat for a man? $1\frac{1}{4}$ lb.; 1 lb. is the allowance, but a working man has a little more.
 446. Besides that he has soup? Yes; two days a week he has a pound of potatoes with his meat, but no soup.
 447. In the morning what do you serve out? A man gets a quart of tea, and a woman a pint; and the same quantity at night.
 448. What bread do you serve out? The master serves out the bread.

THURSDAY,

THURSDAY, 24 OCTOBER, 1861.

Present:—

- | | |
|----------------|-----------------|
| MR. ALEXANDER, | MR. LOVE, |
| MR. CALDWELL, | MR. SADLEIR, |
| MR. HARPUR, | MR. SUTHERLAND. |

J. LUCAS, Esq., IN THE CHAIR.

[The Committee having assembled in the Office of the Benevolent Asylum, Sydney, proceeded to the sick children's room. This room was 9 feet 10 inches high, 15 feet 8 wide, and 21 feet 2 inches long; lighted by two windows, one facing to the east and the other to the west, and had ventilators near the ceiling which had been closed up. On one side of the room was a large fire, with an iron guard in front. Against the wall on two sides were eight iron stretchers and an iron bedstead for the matron.]

Benevolent Asylum. 24 Oct., 1861.

Sarah Horsford.

Sarah Horsford examined:—

- 449. *By the Chairman*: Is this the only ward for sick children? Yes.
- 450. How many children have you in the ward? Thirteen.
- 451. Are you the wardswoman? I am nurse to the sick children.
- 452. How long have you been here? Two years.
- 453. What remuneration do you receive? £25 a-year.
- 454. What is the largest number of children you have had here at one time? I have had as many as fifteen.
- 455. I suppose when you had fifteen here the beds were very close to each other? I had to put them head and foot at the top and bottom of the bed; I had also beds on the floor for little babies.
- 456. You had then no spare space at all? No.
- 457. The floor was covered with these children? Yes.
- 458. Do you sleep here? Yes, that is my bed (*pointing to a bedstead in a corner of the room.*)
- 459. Fifteen is the largest number you have had at one time sick in this institution? In this room; but at the time of the measles there were many of the sick in the nursery—there was not room for them here.
- 460. I suppose these children have whatever comforts the doctor prescribes? Yes.
- 461. What is their usual food? They have arrowroot if they are very sick, and sago, or anything they require, if the doctor thinks fit to order it.
- 462. Have you an assistant? I pay a woman to assist me, for I have the rheumatism and am not able to kneel.
- 463. The woman who assists you is one of the inmates of the Asylum? Yes.
- 464. Are these ventilators ever open? No, they have not been for twelve months.
- 465. *By Mr. Caldwell*: Do you close these windows at night? Yes.
- 466. Then there is no ventilation except by the door? No, I am obliged to close the door at night because it opens on the landing to the doctor's quarters.
- 467. Then the only ventilation you have is by the chimney? Yes; the door is shut and the windows are closed.
- 468. *By the Chairman (to Mr. Smith)*: Who closed up these ventilators? I was obliged to do so, for when there was a strong wind at night the children would be ill the following morning. These gratings should have been on the outside of the wall.
- 469. (*To Sarah Horsford*): Since you have been here has this always been used as a sick ward for children? Yes.

[The Committee next inspected the cutting-out room. This room was about 10 feet high and 15 feet long, by 6 feet wide. On one side was a cutting-out bench, on the other a large table, and at the end a rack in which were placed the bonnets of the inmates, and the various articles used for the manufacture of bedding and clothing.]

Mary Lamont examined:—

- 470. *By the Chairman*: You have the charge of this room? I was appointed by the committee as cutter-out, but I have not the keys. I give out the various articles only under Mrs. Mansfield's direction. Mary Lamont.
- 471. You cut out the clothing? Yes, and brand them for each ward.
- 472. Do you find this room sufficiently large? No; it is very close, and not large enough.
- 473. When the women come in here, are the clothes taken off them brought into this room? No; their bonnets are brought here.
- 474. The bonnets I see here belong to the different inmates of the institution? Yes.
- 475. Are other articles of clothing brought here? When the winter clothing of the children is left off, it is brought here, and remains here during the summer. I wish the clothes were not brought here, for I do not like to touch them.
- 476. Do you observe an unpleasant smell here? When I come here in the morning the smell is very unpleasant, though I leave the window open during the night.
- 477. Then of course any person might get in and take away anything he liked? I have spoken to Mrs. Mansfield about that, but she says there is no danger, as there is a watchman on duty during the night.

- Benevolent Asylum. 24 Oct., 1861. Mary Lamont.
478. How long have you been here? Only three months. There was not anyone here before as cutter-out.
479. After you have cut out the various things you send them to the hale women's ward to be made up? Yes.
480. Do you think a larger room than this is necessary? Yes, to keep things as they ought to be kept, and I think the cutter-out ought to keep an account of everything as she gives it out. I do not now give anything out without Mrs. Mansfield's permission, and she keeps the account.
481. Do you think it desirable that you should keep it? If anyone came to me and asked for a thing I think I should be able to give it out if it were required.
482. If anyone comes to you now, you tell her to go to Mrs. Mansfield? I do, and she puts down everything as it goes to each ward.
483. Do you not think it would be much better if no clothing were brought here that had been worn—that these articles should not be mixed with new clothing? Yes; I do not like to touch the things that come from the women's and children's wards.
484. *By Mr. Caldwell*: Do you not think it would be desirable to use a smaller stamp, so that the articles to be worn might be less disfigured? (*Mr. Mansfield* :) You cannot disfigure them too much; even now the women cut out the brands and take the material to make up for bags, handkerchiefs, and other purposes.

[The mangling room was next visited. This was a small room about the same size as the cutting-out room, and was lighted by a small window near the door. In it was a Baker's patent mangle and two tables for folding, which occupied nearly the whole of the space.]

Sarah Hale examined:—

- Sarah Hale. 485. Do you find this room very inconvenient? Yes, there is no room for the folders.
486. Do you do the whole of the mangling for the 380 inmates of the institution in this place? Yes, and it is not too large for the laundry of a private family. Sometimes if the weather is unfavourable we have to send some of the clothes out without being mangled, because there is not room for more than two folders, and one to turn the mangle, so that we are obliged to fold the clothes in the laundry, which we cannot do in wet weather.

[The Committee next visited No. 1 Ward.]

- Mr. Mansfield. 487. *By the Chairman (to Mr. Mansfield)*: What ward do you call this? The hale ward.
488. How many windows are there in this ward? Ten, and the sashes are hung top and bottom—the windows are about 6 feet 6 by 4 feet 6. The ward is 95 feet long by 24 feet wide.
489. How many beds does it contain? Forty-two.
490. How many persons slept in it last night? Sixty-three women and thirty-six infants.

Ellen Conroy examined:—

- Ellen Conroy. 491. Are you the wardswoman? Yes.
492. Do you find this ward very hot and close? Yes, very hot. When you go out for a moment into the yard and return into the ward you are nearly smothered with the bad smell caused by the children; and at night in the same way.
493. How many bedsteads have you in this room? Forty-two bedsteads; and twenty-three beds were made on the floor last night.
494. How did you lay down these beds? Across the room, at the feet of the bedsteads.
495. So that nearly the whole space on the floor was covered? Yes.
496. What assistants have you? None, excepting one of the women might help me a little in the morning. The women generally attend to their own beds, except the blind and infirm.
497. How many blind women have you in the ward? I think nine.
498. And how many infirm and aged women? There are only two lame and upwards of twenty aged.
499. All with the exception of those who have infants are aged, infirm, or blind? Yes, with the exception of the nurse.
500. I see you have ventilators round the room—do you find them an inconvenience or a benefit? They are a benefit.

Mr. Mansfield said one great inconvenience attending the mixing together of different classes of inmates in this ward is, that the old people are disturbed during the night by the infants. This causes a great deal of cursing and swearing among the old women, who curse both the mothers and their brats. *Mrs. Mansfield* is frequently obliged to come over here to quell the disturbance. The women say they cannot get a wink of sleep with the—some sort of brats.

[At the foot of the stairs, ascending from the hall of No. 1 ward to the infirm ward, was a small apartment about 7 feet by 5, lighted by a wooden grating opening to the hall, and having two ventilators in the wall. In this was a bath tub, supplied by a tap.]

- Mr. Mansfield. 501. *By the Chairman (to Mr. Mansfield)*: This is the bath room? Yes, for that ward (*No. 1. ward*) only.

502. Is it supplied with water from the City works? Yes; and it has a waste pipe from it. Benevolent Asylum.
 503. Is anything paid to the City for this supply of water? No. 24 Oct., 1861.

[On the landing at the top of the stairs was an apartment similar to that at the foot, having also a tub bath. The Committee then proceeded to inspect the several rooms in this storey, viz., the infirm, the hospital, and the lying-in ward; between the two latter was situated the kitchen, a portion of which was divided off as a bed-room for the nurse.] Mr. Mansfield.

In the Infirm Ward.

Ann Johnson was examined:—

504. *By the Chairman:* What are you? Wardswoman. Ann Johnson.
 505. What ward is this? The infirm ward.
 506. How many patients are there in it? Thirty.
 507. How many beds ought there to be in this ward? Twenty-four bedsteads; we have twenty-five.
 508. How many have you had sleep in this ward in one night? I should say three or four and thirty; there may have been more.
 509. What is the largest number of beds you remember to have made on the floor? For a short time last summer we had nine on the floor.
 510. What complaints are your patients suffering from chiefly? Most of them are cripples, and suffering from old age. There are some who cannot rise from their beds unless they are lifted.

In the Hospital Ward.

Mrs. Stubbs was examined:—

511. What are you? The nurse. Mrs. Stubbs.
 512. What do you call this? The hospital ward for females.
 513. How many beds have you in this ward? Seventeen bedsteads.
 514. How many patients have you had at one time in this ward? Thirty-four.
 515. Of course when you have above seventeen you have to make the beds on the floor? Yes.
 516. You have then no space to walk along the ward? No; if anything happens in the night, we can only pass along by stepping from one to another.
 517. How many doctors attend here? Drs. Walker, Burgou, Brown, and Macfarlane.
 518. How often do they come? About twice a week.
 519. How long have you been here? Twelve months.
 520. Have you many deaths in this ward? Very few; we have had two or three deaths in the last fortnight or three weeks.
 521. The ward through which we have come is the infirm, this is the sick, the next is the kitchen, and beyond is the lying-in ward? Yes.
 522. Have you charge of this ward only? No; I have the whole three.

In the Kitchen.

523. This is the kitchen? Yes; and this is my little apartment.
 524. How are these women engaged (*referring to two females who were in the kitchen*)? These are two wardswomen, one for the sick and the other for the lying-in ward.
 525. Do they receive any pay? One has four shillings, and the other five shillings a-week.
 526. What is your remuneration? £50 a-year.
 527. Is this place which is boarded off (*referring to a small apartment separated by a partition from the kitchen*) your own apartment? Yes.
 528. Do you observe any disagreeable smell here? Yes; if you wish to know what is the real stink here you should come at ten o'clock at night.
 529. That is when all are in bed? Yes; if you were to come in from the fresh air you would be ready to drop.
 530. That is caused by want of space to accommodate so many inmates as you have here, and by imperfect ventilation? Yes.

In the Lying-in Ward.

531. How many patients are in this ward? Eight; we have often had twelve or thirteen in this room at one time.
 532. How long, as a general rule, do the women remain in this ward before they are removed? If they are strong they are removed at the end of fourteen or fifteen days.
 533. They do not generally stop longer than a month? No; but we have had women here two months; it depends upon the state of their health.
 534. Have you any books here for their use? They have prayer books and bibles, but no library books.
 535. The women have no sort of amusement in the institution? No, they have no recreation; that makes them growl and grumble, &c.
 536. Do you not think it would be a great advantage if they were to be allowed to have Chambers' Journal, the Sunday at Home, the Leisure Hour, or a few books of that kind? —
 537. (*To Mr. Smith*): I see the ventilator in the ceiling is covered with a board? Yes; we were

Benevolent Asylum. 24 Oct., 1861. were obliged to put that up because the wind blew down so strongly. These ventilators in the ceiling, when the roof is slated, frequently cause the rooms to be hotter than they would be without them.

[The Committee then passed to the laundry yard, where Mr. Caldwell drew attention to the fact that the smoke from the chimney of the laundry, which was very low, was blowing towards the window of the children's sick ward.]

Mr. Mansfield. 538. *By Mr. Alexander (to Mr. Mansfield):* Have complaints been made by the doctor, of offensive smells arising from the washing establishment to the children's sick ward? The laundry is a great nuisance to the building.

539. Does not the smoke also cause considerable annoyance when the wind blows from the eastward? It is altogether a nuisance.

[The Committee then walked round the garden.]

William Allen examined:—

Willm. Allen. 540. *By the Chairman:* You are the gardener? Yes.

541. How long have you been here? I do not know exactly; I dare say seven or eight months.

542. Have you any assistance in the garden? When Mr. Mansfield has a man who can work, but they are generally unable to do so; they are mostly cripples.

TUESDAY, 29 OCTOBER, 1861.

Present:—

MR. ALEXANDER,
MR. CALDWELL,
MR. HARPUR,

MR. LUCAS,
MR. LOVE,
MR. SADDLEIR.

[The Committee having assembled at the Railway Terminus, Redfern, at 9 A.M., proceeded to Liverpool Asylum. In the Hall they were met by the Master of the Institution.]

Liverpool Asylum. 29 Oct., 1861. Mr. Patrick Henry Mulholland, who having accompanied them to the Board Room, was there examined:—

Mr. P. H. Mulholland. 543. *By the Chairman:* What situation do you hold here? I am master of the establishment, and my wife is matron.

544. How long have you been master? Eight years.

545. Is that ever since the institution has been established here? No; Dr. Russell was here before me.

546. Can you tell us how long it is since its first establishment? We have no date even in the house. I can only tell from the visitors' book.

547. What do you use this room for? The Board room; the committee meet here every Friday, and transact the business of the house.

548. What committee? The local Board; one member of which is supposed to visit here daily.

549. How many gentlemen compose the local Board? Only four—the Rev. Mr. Hodgson, the Rev. Mr. Priddle, the Rev. Mr. Young, and Mr. Lester, of Denham Court. Mr. Lester does not come here often.

550. Three of the local Board are ministers of religion? Yes.

551. Belonging of course to different denominations? Two are clergymen of the Church of England, and one is a Catholic.

552. Is there a Presbyterian minister? There is no Presbyterian minister who resides here; he only comes to Liverpool occasionally to preach.

553. How often? He does not visit here.

554. Are there any Wesleyans? No, very seldom; there has not been a minister of that persuasion here for the last twelve months.

555. Neither a Wesleyan nor a Presbyterian? No; Mr. Coutts used to come here, but it was very seldom.

556. How often do the other gentlemen come here? Usually once a day.

557. How often do the committee from Sydney visit you? Quarterly, or when they choose to come.

558. How often do they come? Quarterly.

559. Do they hold quarterly meetings here? Yes, but not always on the same day; they fix the day among themselves.

560. They come usually about once a quarter? Yes.

561. *By Mr. Caldwell:* Do they summon the other committee? Yes; they invite the house committee to meet them.

562. *By the Chairman:* I think what Mr. Caldwell wishes to know is, whether they let the local Board know of their intentions to visit previous to coming? Sometimes they come without notice.

563. *By Mr. Caldwell:* When they come do they meet the local Board? That depends upon circumstances; the local Board do not perhaps know of their coming until they arrive.

564.

564. *By the Chairman*: How many patients have you in the house? We had 352 last night.
565. Have you had more than that? I have had 389.
566. Then the numbers are really on the decrease? Yes.
567. Can you state to the Committee the number of deaths, discharges, the increase or decrease for every quarter since the establishment of this institution, or since you entered upon your duties here? Yes. (*Vide Appendix A.*)
568. You say your wife is matron here? Yes.
569. Are there any female paupers here? There are only three females in the establishment; two hired servants who conduct the laundry work, and an aged pauper.
570. Have you many visitors here—gentlemen in the neighbourhood? Yes; sometimes they put down their names in that book, sometimes they do not. (*The Chairman referred to the visitors' book.*)
571. I see Mr. Byng is a pretty constant visitor here? Almost every day.
572. What is Mr. Byng? A divinity student; he comes here to read to the Protestants.
573. I see the name of J. B. Watson; he is the surgeon I suppose? Yes.
574. He is surgeon to the house? Yes.
575. I see also P. Young; who is he? The Catholic clergyman; he is generally here two or three times a day.
576. I see that Henry H. Belton is a pretty regular visitor to the institution? Yes; he is a divinity student also, at Moore's College.
577. *By Mr. Alexander*: Does Mr. Gillespie come here? No; he has not come lately; he is busy building.
578. He is one of the local Board, is he not? No, he has resigned.
579. *By the Chairman*: Charles F. D. Priddle; who is he? The Rev. Mr. Priddle, Church of England clergyman, and Chairman of the local Board.
580. William Hodgson; who is he? The Rev. Mr. Hodgson, President of Moore's College.
581. Who is Mr. Chas. Allanby? He is also a divinity student at Moore's College.
582. The whole of the gentlemen at Moore's College are pretty regular visitors here? Yes.
583. *By Mr. Alexander*: Do they take any part in the religious instruction of paupers on Sundays? Twice a week there is service.
584. Who officiates? One of the divinity students—those who are in holy orders, or Mr. Hodgson himself, twice a week.
585. *By the Chairman*: Do any of the paupers work here? Yes.
586. What do they do? They white-wash, paint, garden, attend funerals, holystone the place, and some of them assist in cooking.
587. I suppose they do the whole of the work required by the institution? Yes, with a few hired servants.
588. Hired servants as wardsmen? Yes.
589. Have you any paupers as assistant wardsmen? Yes.
590. When they act as assistant wardsmen are they paid? Yes; they are allowed 6s. 6d. a month as a gratuity; that is only a few; some are only allowed extra bread.
591. *By Mr. Alexander*: Do they want extra bread? Yes.
592. Is not the ration sufficient? Some could eat more than a pound of bread a day,—more than two pounds.
593. *By Mr. Caldwell*: What is the scale of provisions? (*Vide Appendix B.*)
594. *By the Chairman*: You say you have two hired female servants here? Yes.
595. What pay do they receive? £20, and £18 a year; the laundress gets £20, and her daughter, as needlewoman, £18.
596. You say you have a female pauper here; what does she get? Nothing; she is an old woman, not able to walk about.
597. *By Mr. Alexander*: What is the reason she remains here? She was here many years before I came, and she remains here still. I could not get her away, and the acting committee allowed her to remain.
598. It is not usual for women to be allowed to remain here? No.
599. *By the Chairman*: What are the wardsmen paid? £30 a year.
600. What other persons have you who are paid salaries? The gate-keeper has 13s. a month; he is an inmate.
601. The cook? There is one cook, at £30 a year.
602. He is assisted by other inmates? Yes; some of them get 6s. 6d. a month, and some get nothing; only those who remain stationary are paid.
603. What salary do you receive? £200 for the master and matron, and a common ration the same as the servants.
604. With firing, lighting, and quarters? Yes.
605. Have you any books for the inmates? Yes; this is the library which has been commenced (*directing the attention of the Committee to some twenty or thirty Bibles, prayer, and religious books.*)
606. These appear to be chiefly Roman Catholic books? There are some Catholic, some Church of England, and some Wesleyan.
607. Are these the whole of the books you have, consisting chiefly of Bibles and Prayer Books? We had a few volumes of Hogg's Instructor, and some other books.
608. *By Mr. Caldwell*: Can you tell me how many there are in the institution who call themselves Wesleyans? I dare not put any questions about their religion. I have seen some who called themselves Wesleyans when they came in, who now go to Church.
609. Are there any who go to the Wesleyan Chapel on Sundays? Four or five; and tracts are distributed every week.
610. *By the Chairman*: Religious tracts, I presume? Yes.

- Liverpool Asylum. 29 Oct., 1861. Mr. P. H. Mulholland.
611. Will you favour the Committee with a list of books in the library? Yes. (*Vide Appendix A.*)
612. *By Mr. Caldwell:* Will you point out any books that are Wesleyan publications? (*The witness examined the books.*) I do not think I can.
613. Have you any books in this library on controversial subjects? Not that I am aware of.
614. What do you call that book (*handing a book to witness*)? "The Poor Man's Controversy."
615. There is another (*handing a book*)? That is similar.
616. Who selects the library for the inmates? The different clergymen. A grant of £5 has been lately made to each of the clergymen; these are part of the books selected by the Rev. Mr. Young; Mr. Priddle's and Mr. Hodgson's have not arrived yet.
617. *By the Chairman:* Is the building generally in a state of good repair? The outside is in bad repair.
618. What part of the outside? The roof.
619. Does it leak? Yes.
620. Through the lead or the shingles? Both.
621. Is there any part but the roof out of repair? The roof is good enough, but the shingles were put on very thin.
622. With the exception of the roof is there anything out of repair? There is a good deal of other work required.

[The Committee proceeded to inspect the various wards of the building, accompanied by Mr. Mulholland.]

In No. 2 Ward.

Thomas Divers was examined:—

- Thos. Divers.
623. You are wardman to this ward? Yes.
624. How long have you been here? I may say three years; I have been five in the house.
625. What pay do you receive? 16s. a month.
626. How many beds have you here? Sixteen.
627. Have you ever had more than sixteen? No.
628. You have never had more than sixteen sleeping here at night? Yes, I have had seventeen—one on the ground.
629. Are not these beds very close? Yes.
630. Should not these beds along the middle of the room be removed altogether? Yes.
631. Then this room ought to contain only ten beds? Ten would be quite enough for sick bed-ridden people.
632. You have now sixteen, and have had seventeen lying here? Yes.
633. How often are the beds taken out to air? Very often, when they are any way damp; sometimes daily.
634. Do you make it a rule to take them out at certain times? Some of them are taken out twice as often as others, according as they get damp.
635. You have no regular rule? No; whenever a new bed is wanted we fill the case.
636. The beds are filled with straw? Yes.
637. What covering have the inmates? Two blankets.

[The Committee examined the beds and blankets, and found old boots and various articles of clothing concealed under several of the beds.]

638. *By Mr. Caldwell:* Is it usual for the men to keep their boots in that way? The men in this ward are sometimes here, and sometimes in the yard; we cannot put their clothes away as we do when they are in the hospital, and they hide them away sometimes.

In No. 3 Ward.

Patrick Grogan was examined:—

- Patk. Grogan.
639. *By the Chairman:* Are you the wardman of this ward? Yes.
640. How long have you been here? I have been in the house close upon eight years, and have been wardman about six.
641. What pay do you receive? £2 10s. a month.
642. How many beds have you in this ward? Fifty-five.
643. How many persons have you had sleeping in the ward at one time? All the beds were full the other day.
644. Have you ever had any sleeping on the floor? There were some last summer.
645. Are not the beds round the walls very close? Yes.
646. Do you think there ought to be any beds in the centre of the room? No.
647. How many have you in the centre of the room? Eighteen.
648. These eighteen ought not to be there at all? No.
649. And are not those round the wall too close to each other? Yes, there ought to be one or two out on each side.
650. Then, out of the fifty-five there ought to be twenty-four taken away? Yes, that would leave thirty-one; then it would be a wholesome ward.
651. Do you find it disagreeable at night? Yes; moreover in muggy weather it is hard to keep the place sweet, even with this disinfecting fluid.
652. What ward do you call this? The sick and infirm ward.
653. Do any of the inmates go out of the ward, in the day, into the yard? Yes, a good number. They do not go out till after seven in the morning.

654. At what time do they come in? They can go out and come in as they think proper. Liverpool Asylum. 29 Oct., 1861.
655. At what hour are you up in the morning? Six o'clock; but they can go in and out of the ward at all hours.
656. *By Mr. Caldwell:* Do you allow the men to keep their old clothes and boots under the beds? No; their clothes are taken away from them when they are in the regular hospital. Patk. Grogan.
657. *By the Chairman:* How often do you take their bed-clothes out? At any time when we want clean clothing we can go to the store and draw them.
658. I am speaking about your taking out the bedding to air—how often do you take it out? Sometimes weekly, sometimes monthly.
659. *By Mr. Caldwell:* Instead of making the beds in this way (*spreading them on the bedstead*) do you ever turn them up? No, not in the lower wards.
660. Why not? The doctor does not approve of it.
661. If you were to turn them up the people could not hide their clothes under them? No.

In the Store Room.

662. *By the Chairman (to Mr. Mulholland):* What do you call this? It is the small store, and the largest we have. No. 2 ward was our store room. Mr. Mulholland.

Mr. George Girling examined:—

663. What are you? Storekeeper. Mr. George Girling.
664. Is this the sugar you use here (*examining the sugar*)? Yes, we were obliged to buy that in the town; we are just out of sugar.
665. Where do you get your flour from? Nicholson, in Sydney.
666. I presume it is the same as that used in Sydney? It is not the same contract.
667. Is this the rice you use (*examining the same*)? Yes, this is sent by the contractor from Sydney.
668. Where is your bread? (*A sample was shewn.*)
669. What do you pay for this? 3 $\frac{1}{2}$ d. for a 2 lb. loaf.
670. What books are these? Some belong to me; the others were bought for the institution nearly seven years ago; they have been patched up from time to time, but they are now nearly worn out.
671. What is that (*pointing to a cask*)? Sherry.
672. And what in that (*pointing to a second cask*)? There was porter in that, but I have bottled it to preserve it. There is some lime juice which I serve out from time to time in the yard, under the doctor's orders.
673. You seem to have plenty of room? Many of the stores are out now; but when we have a full supply there is not much room.
674. What leather is this (*referring to a quantity of leather in the store*)? It is to sole and mend the people's shoes.
675. *By Mr. Caldwell:* What quantity of porter do you serve out in a day? Sometimes more, sometimes less; generally twelve or thirteen half-pints daily.
676. How much wine? Between twenty and thirty glasses; thirty-one or thirty-two, sometimes more, sometimes less.
677. That is served out in accordance with the directions of the medical officer? Yes.
678. *By the Chairman:* You have charge of these medical comforts? Yes; I have the key.
679. No one else has the key? No; no one else has access to them.
680. Then you are responsible for everything? Yes, in the store.
681. The porter, wine, &c., are measured out to you; you have to serve them out according to the instructions of the medical officer, and to keep an account of them? Yes.
682. *By Mr. Caldwell:* Do you serve out any spirits? Very seldom; occasionally a glass is given to the men going out with a funeral, or to any dirty work, such as emptying the cesspool.
683. Does the medical officer order any spirits to be served out in any cases? Yes, brandy. For instance, a man was brought in yesterday who had met with a severe accident, and was in a state of collapse. There is no great deal used.
684. What class of inmates do you supply with porter? The sick.
685. None but the sick? None but the sick, except the master orders a man a pint of porter for extra work.
686. Then occasionally the master, as well as the medical man, orders porter to be given? He does occasionally, but I give nothing unless I have an order.
687. *By the Chairman:* What salary do you receive? £100 a-year and rations.
688. How long have you been here? Eight years.

In the Surgery.

689. (*To Mr. Mulholland*): Have you a medical officer stationed here? No, we have one who visits daily—Dr. Watson. Mr. Mulholland.

In No. 4 Ward.

William Jones was examined:—

690. Are you the wardsman here? Yes. Willm. Jones.
691. How long have you been so? Four years.
692. What salary do you receive? £2 10s. a month.
693. How many beds have you here? Twenty-two.
694. Is that the largest number you have had? Yes.

- Liverpool Asylum. 29 Oct., 1861. 695. Have you ever had persons sleeping on the floor? Sometimes; in cases of emergency.
696. How many have you had sleeping on the floor at one time? One.
697. Are not the beds much too close? Yes. When I came here at first there were only sixteen in this room, and there was a table in the middle, upon which operations were performed; that was taken out, and these beds were put in.
698. Do you not think fourteen would be as many as should be put in this room? Yes; it is very hot and close here in the summer nights.
699. What do you call this? The sick or hospital ward.
- Mr. Mulholland. 700. *By Mr. Alexander (to Mr. Mulholland—handing a loaf of brown bread):* Is that the bread you give to the people in this ward? Some have fine bread, some coarse.
- Jones. 701. *By Mr. Caldwell (to Jones):* How do you ventilate this ward—do you keep the top windows down? Yes, we must do so; sometimes we have a dreadful case of dysentery, and the smell is unbearable.
702. Have you any assistants in this ward? Yes, I am the head wardsman, and that (*pointing to one of the men*) is my mate; I pay him out of my salary.
703. *By the Chairman:* Is he an inmate of the institution? Yes.
704. You have taken him from the yard to help you? Yes.
705. He seems a hale, hearty, man? There is nothing much the matter with him, only he is a little flighty.

In No. 5 Ward.

Robert Salter was examined:—

- Robert Salter. 706. Are you the wardsman here? Yes.
707. How long have you been here? This time, only a month.
708. Were you here before? Yes, nearly two years.
709. How many beds have you in this room? Thirty-four.
710. Is it not very much crowded? Yes.
711. How many beds have you in the middle of the room? Eight. I think we could very well dispense with four of these beds, two from one end of the room, and four on each side.
712. Besides those in the centre? I think we could do with them.
713. Is it usual to have beds in the centre of an hospital? Sometimes a man falls sick in the yard and we are obliged to take him in here, and alter the arrangement of the beds.
714. What ward do you call this? The infirm ward.
715. Turn down some of these beds?
- [The witness turned over some of the beds, and exposed boots and various articles of clothing.]
716. What are those things? They belong to the men who sleep here, and who are gone out into the yard.
717. Would it not be better that the men should be compelled to take these things with them into the yard?
- [Mr. Mulholland said it was a rule, that nothing should be allowed to be kept under the beds.]
718. How often do you change the bed-clothes? About once in three weeks, or once a month; if I find them dirty I send them away.
719. Do you ever send the bedding into the yard to be aired? Yes; perhaps three times in the course of the summer, but then I change the beds three times as well, and they have a clean sheet and pillow-case every fortnight.
720. What food do your patients generally get? The ration that is going generally for the yard, which I suppose will amount to about half a pound of meat, a pint of soup, and a pound of either brown bread or white, according to the doctor's orders.
721. Have they tea? Yes; a pint in the morning and a pint in the evening.
722. And medical comforts as the doctor thinks proper? Yes; wine, milk, arrowroot, and rice, if the doctor orders it.
723. Do you often see clergymen of the different denominations in the ward? Yes; three or four times a week.

In No. 11 Ward.

William James Bullen was examined:—

- W. J. Bullen. 724. Are you wardsman of this ward? Yes.
725. How long have you been wardsman? Nine months.
726. What do you receive for your services? 10s. a month.
727. Were you an inmate here before? Yes.
728. Were you taken out of the yard and brought here as wardsman? Yes.
729. Have you any assistants? I have one to assist me to make the beds.
730. Do you give him any pay? No.
731. How many beds have you in this ward? Fifty-four; I had sixty-five in the winter.
732. The ward is very much crowded; I see the space between the beds against the wall is not above fifteen inches? Yes.
733. The beds are placed all round the room, and there are two rows in the middle without more than twelve inches between them? Yes, and I have had sixteen sleeping on the floor.
734. (*To Mr. Mulholland*): If the whole of the centre beds were taken away would it not then be desirable to remove four of the beds from the sides, which would reduce the number in the ward to thirty-four? I think forty might be accommodated, as there is good air in this room.

In

In No. 10 Ward.

William Allen was examined:—

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29 Oct., 1861:
Willm. Allen.

735. What are you? Wardsman.
 736. How long have you been wardsman? I have been about seven years in this establishment.
 737. What pay do you receive? £32 a-year.
 738. I see you have the bedding folded up? Yes.
 739. Do you fold them up every day? Yes.
 [The Chairman directed several of the beds to be opened.]
 740. Do you allow the men to keep any old and dirty clothes under their beds? No, I am ordered by the master to take them away.
 741. Are there any clothes under any of these beds? No, I am sure there are not.
 742. How many beds have you in this ward? In winter we had forty-five, now we have thirty-eight bedsteads.
 743. Have you had any sleeping on the floor? Seven.
 744. What ward do you call this? They are all hale wards up stairs.
 745. Can the men go out of the ward at any time? No, the master locks them in at night and opens the door in the morning.
 746. Suppose any of the people are taken ill at night what do you do? Knock at the door, and the master gets up. If he does not hear I open the window and call to the clerk and storekeeper who lives in front.
 747. At what time is the door locked up at night? At half-past eight.
 748. When is the door opened? At a quarter after five.
 749. *By Mr. Caldwell:* How many times a week do you scour out this room? It is washed every morning.
 750. How often do you move this bedding and these boards? The beds are generally taken down once a month—whenever they are required.

In No. 9 Ward.

John Bell was examined:—

751. Are you wardsman here? Yes.
 752. How long have you been so employed? Upwards of three years.
 753. What do you receive? 6s. 6d. a month.
 754. You were an inmate before you were employed as a wardsman? Yes.
 755. How many beds have you here? Thirty-two beds, and two beds on the floor.
 756. What is the largest number you have had sleeping in this ward? Thirty-seven.
 757. Are not your bedsteads too close together? Yes, at one time we had only twenty-six bedsteads here.
 758. How often do you change the bed-clothes? The sheets go down every fortnight.
 759. How often are the beds and bedding taken down to air? Sometimes once a month.

John Bell.

[The Committee examined the bedding.]

[On the entrance of the Committee into this ward, the witness was engaged in drawing the plan of a building.]

760. *By Mr. Caldwell:* Is this your drawing? It is.
 761. For what is it intended? The plan of a chapel for this Asylum.
 762. For whom are you drawing that? For the society.
 763. *By Mr. Alexander:* Who gave you the instructions? The committee.
 764. Which committee? The committee here—the Rev. Mr. Hodgson and the Rev. Mr. Priddle.
 765. *By Mr. Caldwell:* Do you know whether the committee have it in contemplation to build a chapel of this description on the grounds? I believe that was the intention.
 766. Do you receive any pay for what you draw? I receive allowances, and have more liberty than others.

In No. 8 Ward.

[This ward was being cleaned at the time of the Committee's visit.]

William Stokes was examined:—

767. *By the Chairman:* Are you the wardsman here? I am.
 768. How long have you been wardsman? Three years.
 769. What pay do you receive? 10s. a month; and I pay 2s. out of it to the man who helps me to take out the tubs, and then I pay another shilling for matches.
 770. To whom do you pay that? I buy matches.
 771. How many beds are there in this ward? Forty-seven.
 772. How many have you had sleeping in this ward at one time? Sixty-three.
 773. Of course you would then have sixteen sleeping on the floor? Yes.
 774. How many bedsteads are there in the centre of the room? Sixteen.
 775. Do you find it unpleasant here of a night? Yes.
 776. I see you are engaged washing the floor? Yes.
 777. How often do you wash out the ward? Every morning.

Wm. Stokes.

[The Committee examined the bed boards, and observed in the crevices of many a large number of bugs. The wardsman said the boards were taken down in every month, and that these were about to be removed.]

In

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Asylum.
29 Oct., 1861.

In No. 7. Ward.

Robert Sully was examined:—

- Robert Sully. 778. Are you wardsman here? Yes.
779. How long have you been here? Eighteen months.
780. What pay do you receive? 6s. 6d., and I have to pay a man 2s. out of that.
781. For what? Taking the tubs down.
782. How often do you change the bedding? The men have sheets every week.

[The Committee examined the bedsteads.]

783. I see there are bugs in every bedstead? They are in the cracks of the boards, and you cannot keep them out.
784. This blanket looks black and dirty—how often do the men have clean ones? I shall return one of the blankets in a few days; the men will have one instead of two during the summer.
785. How often are they washed? About every month or six weeks.
786. How many beds are there in this ward? Thirty-two.
787. You have six beds in the centre of the room? Yes.
788. How many have you had sleeping here at one time? Thirty-five.
Mr. Mulholland. 789. (*To Mr. Mulholland*): The blankets in this room are very dirty? It is caused by the dye from the cotton rugs; in the other room, where woollen rugs are used, the blankets do not appear to be dirty.

[The Committee next visited the basement floor, which was appropriated to the purposes of washing, the storage of lumber and coffins. The vault devoted to the latter purpose was also used as a carpenter's shop. The floor, which was paved with stone, was flooded with soap-suds, and boards were laid down to enable the men employed in washing to pass to and fro dry shod.]

In the Wash-house.

790. (*To Mr. Mulholland*): Do the men wash all the clothes? Yes.
791. I see the ground is covered with water? Yes, and on a wet day the water rises in the cellars.
792. Have you not a drain to the river from this place? No.
793. Supposing there were good drainage the water would not continue here? No.
794. Do the men who are employed in washing here receive any pay? No, they get extra tea, sugar, and bread.

Mary Finnerly examined:—

- Mary Finnerly. 795. Are you the laundress? Yes.
796. Of course you superintend the washing by the men? Yes.
797. What do you receive per annum for your services? Myself and my daughter £44 a-year.
798. How long have you been here? Going on for eight years.
799. Of course you receive rations and quarters also? Yes.
800. How do you account for this place being so wet? It is from the suds.
801. Do the men throw the water down here? No, it is spilled in carrying out the clothes from the copper to be rinsed.
802. Where does the water you use here come from? From a tank, and the tank is supplied from the railway.
Mr. Mulholland. 803. (*To Mr. Mulholland*): Do you pay Government for the supply? Yes, 2s. for each tank, and the tanks holds 1,000 gallons.
Mrs. Finnerly. 804. *By Mr. Caldwell (to Mrs. Finnerly)*: I suppose you sweep down this place? Yes, it is washed down, and we keep it as clean as we can.

[Passing a dark cellar in which was kept chloride of lime that had over-spread the floor.]

- Mr. Mulholland. 805. *By the Chairman (to Mr. Mulholland)*: What do you keep there? Chloride of lime.
806. *By Mr. Caldwell*: Has anyone charge of that? Yes; the cask has burst.
807. Does any member of the local board examine the lower premises? Yes, constantly.

In the Coffin Room.

Thomas Read was examined:—

- Thos. Read. 808. *By the Chairman*: Are you a carpenter? I am.
809. How long have you been here? Backwards and forwards I have been here ever since Mr. Mulholland came here.
810. About eight years? Not quite so much.
811. Do you work here? Yes.
812. What work do you do? I mend anything that wants repair; sometimes locks, at other times sashes, at others the roof.
813. Do you get paid for your services? I have no salary; I receive a few pounds as a gratuity, but I dare say I have done better than £300 worth of work for them since I have been here.

814. *By Mr. Caldwell:* I suppose you have charge of this department? I am here whenever there is anything to be done; and I believe my health has been injured by the damp here, for when there is any rain the place is in a float. Sometimes I am employed on the roof and other parts of the building, doing repairs.

Liverpool
Asylum.
29 Oct., 1861.
Thos. Read.

[The Committee next visited the garden, inspected the dead house, and proceeded thence to the laundry, kitchen and dining room.]

In the Garden.

815. *By the Chairman (to Mr. Mulholland):* Is the work in the garden done by the inmates? Yes.

Mr.
Mulholland.

816. When you came here was there any garden? There was part under cultivation.

817. The produce of this garden supplies the kitchen with vegetables? Yes.

818. Nothing goes out of the garden into the town? No.

819. I observe a small shed by the wall; what is it? The cobbler's shop.

820. What is the other erection? A shed for keeping the garden tools.

821. *By Mr. Caldwell:* Does not the tower of the building require repairing? The roof requires to be taken off; and the upper part of the tower is lath and plaster—it ought to be of brick.

822. Would it be an advantage to the institution if the brick wall facing the railway were taken down, and a fence were substituted? I think it would be unsafe; the men would get over the fence; even now they get over the wall.

In the Kitchen.

John Moran was examined:—

John Moran.

823. *By the Chairman:* Are you the cook? Yes.

[The Committee inspected the soup, a tin dishful of which was brought by the cook.]

824. The meat we see in each dish is the allowance for one man? Yes; and a pint of vegetable soup.

825. What bread do they receive? 1 lb. and a pint of tea, morning and evening.

826. Are any potatoes served out? Not usually; they have only the vegetables that grow in the garden.

827. The committee do not supply the inmates with any other vegetables than those which grow in the garden? No.

828. What are you supplied with by the committee? Flour.

829. Is there any regulation as to the quantity of flour you are to be supplied with? Yes, so much flour for so many men.

830. Where do the men eat? In the dining-room.

831. Have you any oven? Yes. (*The witness showed the oven.*)

832. Do you always supply the inmates with boiled meat? Yes, excepting at Christmas time.

833. You have no convenience for baking the food for the inmates? No, the oven is not large enough.

834. It would not be attended with much more labour, I suppose, to bake than to boil the food? No, and it would shut out a great deal of the heat.

835. Have you any convenience for making hot water for those who are supplied with tea and sugar? We have only five coppers and the two pots you see.

836. You have not sufficient convenience? We have not, but we do the best we can.

837. I see you have been baking? Yes, for the laundress and the officers; they can have their meat either baked or boiled.

838. How often do you clean the floor here? Every day.

839. What is your pay? £2 10s. a month.

840. Have you any assistants? Yes, three men.

841. What is their pay? 9s., 10s., and 12s. a month.

842. *By Mr. Caldwell:* The meat I see in the tin dishes is ready to be served out to the men? Yes, that is the sick ration; they are not able to eat it this hot weather; some of it is always brought down and thrown away.

843. *By the Chairman:* They have as much as they can eat then? Plenty; after dinner perhaps three-parts come down.

844. *By Mr. Caldwell:* How often do they have soup? Every day.

In the Dining Hall.

845. *By the Chairman (to Mr. Mulholland):* Do the whole of the men dine here? All who are hale.

Mr.
Mulholland.

846. Is it large enough to accommodate the whole? It is large enough to accommodate 500 men; it is 100 feet long by 25 feet wide.

847. It has a shingled roof? Yes.

848. Would it not be better if there were windows made through the wall on both sides? I should say it would be an improvement to have grated windows.

849. Can the men who are in the yard come here out of the sun when they please Excepting when the place is being cleaned.

- Liverpool Asylum.
29 Oct., 1861.
Mr. Mulholland.
850. You have three rows of tables—one on each side, and one down the middle? Yes.
851. Are the men allowed knives and forks? No.
852. How do they cut their meat? Some have knives, some have not.
853. Do you not supply them with knives? There are knives and forks in store, but I have not permission to give them out.
854. Are you prevented doing so? Yes.
855. By whom? The local Board, who think it dangerous to trust them with knives. They have often attempted acts of violence.
856. But have never succeeded? Nobody has been killed, but several attempts have been made.
857. Is it the duty of the officers to be present in the ward during meal times? Yes, to examine the meals before they leave the kitchen.
858. *By Mr. Caldwell:* Is anyone here during the time they have meals? Only to say grace.
859. Who says grace? I do—the master.

Henry Moss was examined:—

- Henry Moss.
860. *By the Chairman:* Are you the wardsman in charge? Yes.
861. How long have you been in charge? Four years.
862. How often is the floor washed? Every day.
863. Have you anyone to assist you? I have an old man to assist me, and I give him bits of tobacco for doing so; I am only an inmate.
864. What pay do you receive? 13s. a month.
865. Have you during the time of taking meals heard any quarrelling among the men? The quarrelling is principally among the yard men.
866. Have you heard them quarrelling during meal times? I am not here during the meals.
867. Is there any officer present during the meals? Not that I am aware of; the master comes in, and I go into the kitchen to assist.
868. There is no one in charge who remains here while the people are eating their dinner? Not officially.
869. You have never heard any quarrelling? There is quarrelling repeatedly.
870. In this room, while the men are eating? Yes, generally, more or less.
871. *By Mr. Caldwell:* When quarrels take place are they reported? The master is always about.
872. Are they reported to the authorities? Yes. I have thirty-two people sleeping here every night.
873. *By the Chairman:* Where do they sleep? They are principally cripples, who cannot go up stairs.
874. Where do they sleep? On the floor. Those who are able and cleanly on the tables, and some on the forms.
875. Do you allow any of them to sleep on the tables? One or two.
876. Which the people eat from? Yes.

[Leaving the kitchen, the Committee went outside the wall, then returned, inspected sheds, which were occupied severally as a washing-house, a store for bedding when removed from the dining hall, and a barber's shop; and finally, a large open shed in the middle of the ground, beneath which were assembled a large number of the oldest and most infirm inmates. At one end of this last-mentioned shed was a brick fire-place, on the outside of the wall.]

- Mr. Mulholland.
877. *By the Chairman (to Mr. Mulholland):* I see a house in the rear of the Asylum which I believe lately belonged to Mr. Hill? Yes.
878. That is Government property, is it not? Yes.
879. Under whose charge is it? The Railway Commissioners.
880. What is done with that? It is let to some of the railway porters.
881. If the committee could get that house, would it not be a great advantage to the institution? Yes.
882. Would you not, then, be better able to classify your people? Yes.
883. How is it enclosed on the back side? By a wall in front, and by a fence on the railway side.
884. You could send some of your best behaved men there? Yes, or could take away from other wards such men as had scorbutic diseases.
885. I presume that house would hold 60 or 70 people? With very little repair we could have fifty beds there.

In the Washing-house.

886. I see there is a bench here with holes in it, I presume to hold the basins used for washing? Yes, the tin basins you see are the washing basins.
887. And the large cask contains the water whence they are supplied? Yes.
888. Are the men compelled to wash themselves every day? They are supposed to do so, but there are some very refractory.
889. Is there any bath room? No.
890. This is the only place where they can wash? Yes.

891. When a man enters the institution, you have no means of giving him a bath? No; he is merely sent to the barber's shop, and his hair is cut, or he is shaved, and has to wash his face. Liverpool
Asylum.
29 Oct., 1861.
892. Have you any trouble in making them keep themselves clean? Yes; some of them think it is not beneficial to their health. We propose to have the water laid on here, and to have a shower and other bath. Mr.
Mulholland.

In the Barber's Shop.

[In this place there were two men who stated that they were both inmates; that one received 10s. and the other 16s. a month; and that they shaved the people twice a-week, and cut their hair when required.]

In the Open Shed.

[The Chairman observed that the roof of this building was in a very imperfect condition.]

893. *By the Chairman:* When the men come in here, do they continue to wear their ordinary clothing? Yes.
894. And when they are thoroughly worn out, you supply them with fresh? Yes.
895. Are the clothes of a uniform kind? No; sometimes they are of one colour, sometimes of another.
896. If the men are able to obtain any employment from outside, are they allowed to do it? No.
897. There is no kind of occupation for them? Nothing beyond clearing up the house, and keeping it in repair.
898. They have nothing to do but to walk about the yard, or to sit down here hour after hour, day after day, and month after month? No.
899. *By Mr. Harpur:* Cannot you give them work yourself? No.
900. Then they are kept in a state of enforced idleness? Yes.

[The attention of the Chairman having been called to one of the old men beneath the shed, who was complaining of the general want of cleanliness in the establishment, the complainant was examined as follows]:—

901. *By the Chairman:* What is your name? Frank Allen.
902. How long have you been here? On and off, seven years here. I was here in Dr. Russell's time. I came to this country in 1813.
903. How old are you? Eighty-five come New Year's Day, at six o'clock in the morning. Where I sleep there are ten thousand million of lice; I can get no rest—scratch, scratch, scratch, all night long; there are fleas, lice, and bugs.
904. Where do you sleep? In the dining-room—that is the place.
905. You do not mean to say there are fleas, lice, and bugs in the dining-room? I do though. There is the place where the beds are put away; them beds are not shown, they are scandalous; they ought to be taken out and burned.
906. How many sleep in the dining-room? I dare say thirty or forty. There are a good many beds lying on the floor; some lie on the table; I am not able to get on the table, so I lie below.
907. I suppose you can during the day-time either go into the dining-room or sit down here? No; there is a certain time when the men must do the dining-room out.
908. What you complain of is the vermin in this room? Yes.
909. Have you any other complaint? We never have any garden stuff; we have not had any garden stuff for three years.
910. Have you not any vegetables in your soup? There is nothing in our soup, only sometimes a rotten turnip or a bit of a cabbage leaf is chucked in.
911. Have you no potatoes? I think, if I tell the truth, I have had seven little potatoes; the whole lot would not weigh an ounce, roots and all together.
912. That is within the whole time—the five or seven years you have been here? Yes; there was lots of garden stuff when Dr. Russell was here.
913. *By Mr. Alexander:* Where did you get that hat from (*an old and battered silk hat*)? From the house.
914. *By Mr. Love:* Would you not prefer potatoes instead of some of the bread you receive? Yes, I would, your honor; the bread is very coarse, very rough. I don't know what it is made of; chaff, or some mess or another, if it is a day old it would choke you.
915. Have you to soak it in water? You have no time to get your victuals here. The other people at the lower end of the dining-room gets their dinner before we at the upper end can get any; and then they come and snatch away the things.
916. *By Mr. Caldwell:* How much meat do you get a day—beef or mutton? I cannot say, I never weighed it. The other day I could not eat a single mouthful; I had no knife, I have no teeth, and I could not get it apart.
917. Could you not get a knife to cut it? No knife would cut it.
918. If you had not eaten all your meat when the people have dined, can you not bring the rest out with you and eat it in the yard? You must be brisk, or they would shove you out altogether; they will not give you time to eat, you must bolt it, for you have not time to swallow it properly. There are some regulations in the gaol, there are none here.

- Liverpool Asylum. 29 Oct., 1861. 919. *By the Chairman* : Such as it is, you get enough to eat? Sometimes, I think if it was weighed, there would be from eight to nine ounces in half a loaf.
- Mr. Mulholland. 920. Do you not know that the loaves weigh two pounds each? I do not know; if so, I get very short of it.
921. Have you had a row since you have been here with anybody? Not a day throughout the year but what there is a row here.
922. You do not want to quarrel? No, I do not want to quarrel; but thieves will be thieves; if you have a knife, a spoon, or a bit of tobacco, they will nail it.
923. You take care, I suppose, to hinder them? I could not hinder them; as for quarrelling, my time for quarrelling is pretty well over, but if they will do so, I cannot help it.

Moses Pollit was examined:—

- Moses Pollit. 924. How long have you been here? Three months.
925. Do you sleep in the dining-room? Yes.
926. You have heard the statement just made by Allen as to the quantity of vermin in the dining room, is that true? I do not believe it, and I sleep in the next bed but one to him, and I have not seen anything of that.
927. When the beds are taken from the dining room, are they at once folded up and put in the shed, or are they brought out to air? Not so far as I know.
- [Patrick Conolly came forward and stated:—I have been sleeping for three years in the mess room, and the beds are never put out to air; I have been sleeping for three years on the floor.]
- Pat. Conolly. 928. *Examined by the Chairman* : Have you seen vermin there? I have, plenty; I had to rub blue stuff into my head, and was like to die. You never can keep yourself clean; we never have clean clothes; I had a new pair of trousers when the bishop came here, and the day after, they were taken away.
929. Do you know who took them? The wardsman took them to Mr. Mulholland.

Robert Jones was examined:—

- Robert Jones. 930. Do you sleep in the dining room? Yes.
931. How long have you been in the institution? Six months.
932. Have you found any inconvenience from vermin there? There are no vermin there to my knowledge.
933. Are you blind? No, I have good eyesight, thank God.

John Hayburn was examined:—

- J. Hayburn. 934. Do you sleep in the mess room? Yes.
935. Do you feel any inconvenience from bugs or other vermin? I am clean of them; I am blind, and I get a man to examine me every day.

Richard West was examined:—

- Richard West. 936. Do you sleep in the mess room? Yes.
937. What is done with the beds after you get up? The beds are put away in the shed; they are not exposed to the air.
938. Have you felt any inconvenience from vermin? I have found one or two about me.

Dennis Sullivan was examined:—

- Den. Sullivan. 939. Do you sleep in the mess room? Yes.
940. Have you felt any inconvenience from vermin? No, not where I sleep.
- [Henry Moss was directed to take several of the beds from the shed, and to open them for the inspection of the Committee.]
- Henry Moss. 941. *By Mr. Caldwell (to Moss)* : When you find any of the beds wet, what do you do with them—do you roll them up and put them away? No, I put them on the green.
942. That has not been aired (*referring to a bed which was then wet*)? No, not this morning.

[William Ray, who appeared to be suffering from difficulty in breathing, was examined.]

- William Ray. 943. *By the Chairman* : You seem to be ill? I am.
944. What is your disease? Consumption.
945. How long have you been here? A fortnight next Thursday.
946. Do you find yourself getting better? No.
947. How often do you see the medical man? He comes once a-day; but he merely comes and goes away again.
948. How long does he remain? He does not stop. I have not been examined since I have been here.
949. Have you not received any medicine? Some cough mixture.
950. *By Mr. Caldwell* : Have you been examined by any medical man? Yes, but not here.

Mr. J. B. Watson (Medical Officer), was examined:—

- Mr. J. B. Watson. 951. *By the Chairman* : The place at the back belongs to the Government, does it not? So I believe.

952. Would it not be a very excellent situation as an auxiliary to this establishment? Yes, for the purpose of classification. Liverpool Asylum.
29 Oct., 1861.
953. If the use of that property could be obtained for this institution, would it not be able to remove the sick from this building? It would enable me to remove those who are suffering from infectious diseases from those who are merely infirm. Mr. J. B. Watson.
954. If this place could be obtained, you would have greater facilities for classifying the inmates? Yes, it would be very desirable.
955. It would relieve this building of from sixty to seventy persons? I dare say it would.
- [As the Committee were about to leave, Mr. Girling, the storekeeper, drew their attention to the limited extent of his accommodation, which consisted of the two gate-houses, each containing two very small rooms.]

APPENDIX.

A.

QUARTERLY RETURN of the Number of Inmates of the Benevolent Society's Establishment at Liverpool, from 1st January, 1852, to 20th September, 1861, shewing the Admittances, Discharges, Deaths, &c., during each Quarter.

First day of each Year.	No. in the House.	Admitted in Quarter.	Discharged in Quarter.	Died in Quarter.	Increase.	Decrease.	REMARKS.
1852	1st Quarter	62	232	64	13	150	....
	2nd "	212	98	53	35	10	....
	3rd "	222	84	92	29	....	87
	4th "	185	97	80	40	....	23
1853	1st Quarter	162	100	64	18	18	....
	2nd "	180	117	52	23	42	....
	3rd "	222	98	86	21	....	9
	4th "	213	115	89	13	13	....
1854	1st Quarter	226	124	87	20	17	....
	2nd "	243	112	70	18	24	....
	3rd "	267	116	86	22	8	....
	4th "	275	111	106	14	....	9
1855	1st Quarter	266	98	55	20	....	41
	2nd "	225	94	46	16	32	....
	3rd "	257	73	54	15	4	....
	4th "	261	66	63	13	....	10
1856	1st Quarter	251	73	66	11	....	4
	2nd "	247	61	31	14	16	....
	3rd "	263	81	47	17	....	....
	4th "	280	90	64	16	10	....
1857	1st Quarter	290	94	64	15	15	....
	2nd "	305	97	63	19	15	....
	3rd "	320	79	81	13	....	15
	4th "	305	101	70	25	6	....
1858	1st Quarter	311	129	88	38	8	....
	2nd "	319	109	56	34	19	....
	3rd "	338	132	128	31	....	27
	4th "	311	129	101	28	....	....
1859	1st Quarter	311	148	79	30	39	....
	2nd "	350	123	85	27	11	....
	3rd "	361	106	107	31	....	32
	4th "	329	169	128	32	9	....
1860	1st Quarter	338	169	117	23	14	....
	2nd "	352	171	89	57	25	....
	3rd "	377	116	128	25	....	37
	4th "	340	145	146	20	....	20
1861	1st Quarter	320	158	102	11	45	....
	2nd "	365	161	105	28	28	....
	3rd "	393	125	140	33	....	48

October 1st, 1861.—345 remaining in the house on this date.

B.

SCALE of RATIONS issued to the inmates in the Benevolent Society's Establishment at Liverpool:—

- 1 lb. bread and 1 lb. meat to each inmate, daily.
- 1 oz. tea to every five inmates, and 1½ oz. sugar each, daily.
- 4 lbs. rice or pearl barley to every 100 men, daily.
- 2 lbs. flour to every 100 men, daily.
- Pepper and salt, as required.
- Vegetables, as the garden may afford, under the directions of the master.
- Extras for the sick, under the directions of the surgeon.

P. H. MULHOLLAND,
Master.

FRIDAY,

FRIDAY, 8 NOVEMBER, 1861.

Present:—

MR. HARPUR, | MR. HAY,
MR. SADLEIR.

J. LUCAS, ESQ., IN THE CHAIR.

Mr. Robert Anderson called in and examined:—

- Mr. Robert Anderson. 956. *By the Chairman*: You are clerk and accountant to the Benevolent Society? I am.
957. How long have you been in that capacity? Since the 8th May, 1860.
958. Had you anything to do with the institution previous to that? Nothing.
8 Nov., 1861. 959. What gentleman held that office before you? Mr. Johnson.
960. Are you aware how long he held that office? I think about twenty years.
961. The Honorable George Allen is honorary secretary? Yes.
962. Have you books which will shew the receipts and expenditure of the institution? Yes.
963. For how long back? I was required, by the note which I received yesterday, to bring the books containing the accounts of the last five years; those I now produce extend over a longer period. (*The witness produced several account books.*)
964. Can you give us the annual receipts and expenditure for the last five years? Yes, I have prepared a return of the annual receipts and expenditure, from the 1st January, 1840, to 30th September, 1861. (*The witness handed in the same. Vide Appendix A.*)
I have made out that return from the accounts and other materials upon which I could lay my hand, as the books do not very explicitly shew the receipts and expenditure.
965. To the best of your ability you have collected the return you now hand in? Yes, from the accounts put before the annual meetings, as audited by the auditors.
966. Who are the auditors? Two gentlemen connected with the institution are appointed annually to audit the accounts.
967. Will you favor the Committee with the names of the auditors for each year? (*Vide Appendix A. 2.*)
968. I understood you to say that you could not make up a correct return, in consequence of some defect in the manner of keeping the books? I believe they do shew the sums received and the sums expended, but it has been done in a very partial way; the books do not shew every particular; I believe the cash book is almost an exact copy of the bank book. (*The Chairman referred to the book.*)
969. This does not give any account in detail of the expenditure of the institution? No; it gives the expenditure, but it is not very explicit.
970. It appears to be a mere account of the cheques as they were given upon the bank? Yes, merely a copy of the bank book.
971. And these are the only books you can get at? Yes.
972. *By Mr. Sadleir*: These are mere gross amounts? Yes.
973. *By the Chairman*: I see put down here, "salary," "wages," "white-washing," "current expenses, £30." These are the only details you could get at? Yes. There is what is called the petty cash book, that is handed in monthly to the committee.
974. *By Mr. Sadleir*: If you had that petty cash book, you could trace out the items which went to form that £30? Yes.
975. There was a petty cash book kept? Yes.
976. Where is that? It is in the office, but it is kept in the same way as this which I now keep. (*The witness handed in a cash book.*)
977. *By the Chairman*: This is the petty cash book you now keep? Yes; at the beginning of every month I put down on one side what I receive, and on the other side I enter what I expend.
978. There was a book of that kind kept before you took this office? Yes.
979. Is that in the office now? Yes.
980. I understood you to say that it was impossible for you to give a correct account, in consequence of the manner in which the accounts were kept,—what did you refer to? I referred to a different book altogether—to the general cash book; this is the petty cash book.
981. I see in this book (*the cash book*) an item, on the 1st August, 1855,—"Current expenses, £30"; would the petty cash book kept at that period shew every item of which that sum of £30 was made up? Yes.
982. Then what difficulties did you find in the way of giving a correct return? I could not find the particulars of the sums received on account of the institution.
983. How are these sums generally received? They are generally received by the treasurer; I do not know whether all sums were received by him before I entered the office, but I make every sum received go through the hands of the treasurer; I send all I receive to him.
984. I see, in December, 1855,—"To cash, £54 16s. 6d., £15, £40, £21"; is there no way of shewing how these amounts are received? No. I may mention that Capt. Browne, who was our previous treasurer, did furnish Mr. Johnson, in the same way as he did me, with copies of the amounts he had received during the quarter, but they never appear to have been entered in these books. No record, so far as I can find, was kept of the sums so received.
985. Then from what you can gather from these books, you cannot say whether these accounts only were received, or whether others also were received? No.

986.

986. You have no data to shew how, or from whom these accounts were received? No. Mr. Robert Anderson.
987. Have you balanced these books? I have.
988. For how long back? I balanced them to the end of the year 1859, and then I started on the 1st January, 1860, from a balance which I made up at the end of that book. ⁸ Nov., 1861. I started a new cash book upon another principle.
989. Why did you alter the principle of keeping your accounts? In the first place, when I was appointed to the situation I was asked to keep the books upon a different system—the system adopted in mercantile establishments, of double entry; and I considered it to be my duty to start the books from the beginning of the year upon that system.
990. How did you find that these books balanced? I found them by the bank book.
991. You had no other means of making up the accounts but the bank books? No other than the bank books and the old accounts which had been annually produced. I went through them, and found on the 1st January, 1860, the balance produced was £741 6s. 1d.
992. That was in the hands of the treasurer? That was the sum due to the treasurer, or rather to the bank.
993. That is to say, your account had been overdrawn £741 6s. 1d. when you balanced? Yes.
994. There was no check upon Mr. Johnson, as to the moneys received by him on account of the institution? None that I am aware of. I should have paid all the money to the treasurer, and I believe he did so, but I am not aware of any check.
995. What plan do you adopt now? I opened a new cash book from the 1st January, 1860; that was a few months before I entered upon my duties; but I considered it a better plan to commence from the beginning of the year, and to put the accounts upon a new footing. I have entered all the sums I have received since 1st January, 1860, in detail in that book (*the cash book*). In connection with that book, to carry out the system of double entry, I opened up a journal, where I entered all particulars; and I also opened up this ledger, shewing every account as it stands at the end of the year, and I balance every account at the end of the year. The balance against the institution on the 1st of January this year was £1,952 18s. 10d. I keep in detail every account—beef, bread, oatmeal, tea, &c.
996. Taking the items as you find them in the book kept by Mr. Johnson, and the accounts at the bank, do they balance, or is there any deficiency? They balance, I believe; there is a little discrepancy which I could not very well understand, but I believe it to be correct. There is a fund called the investment or building fund, which is added to every year by bequests, and moneys coming into our hands permanently. On the 31st December, 1859, there was a sum of £3,785 to the credit of the investment or building fund, which was lent out in this way—lent on mortgage, £1,500; sum said to be in the bank, £2,285. I had gone over the bank book and checked that, and this is the account I found made up at the time—at the bank, £1,543 12s. 11d.
997. Which shews a deficiency of £741 7s. 1d.? Yes; the £2,285 was not in the bank, and I presume that the institution had encroached upon this fund to the extent of £741 7s. 1d.
998. How have you carried that forward in your account? This balance I carried forward in the cash book as the balance due by the institution.
999. You say when you balanced your accounts in January last, you were due to the bank £1,952 18s. 10d.? Yes.
1000. Was this £741 7s. 1d. included in that £1,952 18s. 10d.? Yes, it formed part of that balance; the treasurer had encroached to that extent upon the building fund.
1001. If the treasurer encroaches upon the building fund, does he not, when he obtains funds, again pay back the amount due to the building fund? Yes.
1002. Then, in reality, this money was not due to the bank? No.
1003. You say that in the commencement of January, when you balanced your books, you found that you stood indebted to the bank £1,952 18s. 10d.? That was the subsequent January—January, 1861.
1004. Then, if you were due to the bank £1,952 18s. 10d., you must have owed the investment fund £741 7s. 1d.? The whole is included in the £1,952 which was drawn from the investment fund. If we had overdrawn our account at the bank they would have charged us seven or eight per cent. interest.
1005. Then this £1,952, which the institution was in debt for current expenditure in January, 1861, was owed to the investment fund? Yes.
1006. So that, in reality, there was only £1,154 19s. 8d. in the bank to the credit of the investment fund? Yes.
1007. That was all the money you had? Yes; but we have increased the investment fund at this period.
1008. I am speaking of January, 1860—all the money you then had to the credit of the investment fund was £1,154 19s. 8d.? Yes.
1009. Have you made up the account to the last quarter? Yes.
1010. How did the account stand then? There was a balance due by the treasurer to the investment fund, on last September, of £2,718 19s. 4d.; but the investment fund has very much increased.
1011. To what amount has it increased? To £10,594 6s. 6d.
1012. What are the causes of that increase? A number of legacies to the institution, and the proceeds of land sold.
1013. From that amount the sum of £2,718 19s. 4d. has been drawn for the current expenditure of the institution? Yes.
1014. So that you are continually drawing from the investment fund for current expenses? Yes.

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1015. When you took office the treasurer owed £741 to the investment fund, and since that time the debt has been gradually increasing, until it now reaches the amount of £2,718 19s. 4d.? Yes.
1016. *By Mr. Hay*: I observe a discrepancy of one shilling in the account, at the end of 1859? I believe the discrepancy was in adding up the bank account at the time I started. The figures were £741 6s. 1d., and I gave the institution the benefit of the shilling.
1017. *By the Chairman*: How are these various sums invested? In a farm at Bankstown.
1018. Purchased for the institution? I believe it was a sum of money lent upon a farm of Mr. George Thornton, and the institution foreclosed.
1019. How much was due in the shape of interest? £80 due for interest.
1020. What was the amount of money lent? £400.
1021. Have the institution endeavoured to sell that? Not since I went there.
1022. How many acres are there? I think 210 acres. At one time they received £40 a-year rent; now they are receiving only £20.
1023. Has it been rented ever since the institution foreclosed? Yes, by the same tenant. We purchased in Government debentures, some time ago, £3,000, and we have lodged in the Oriental Bank, in the name of the treasurer and secretary, upon a deposit receipt, £3,075.
1024. That is the amount you have in hand of the investment fund? On the 30th September we had lying at the bank £1,275 7s. 2d.
1025. At the same bank? No, at the Bank of New South Wales. Then there is a balance due by the treasurer of £2,718 19s. 4d., which I think will make up the whole credit fund for building. I have valued the building and land at £25,000.
1026. *By Mr. Hay*: What is the extent of land you value at £25,000? I think between three and four acres of land; and the sites are very valuable there; we got very good prices for the land we sold at the railway station.
1027. *By the Chairman*: You have sold some? Yes.
1028. To whom? To the Government, for the railway, for which we received £3,000; and to the Rev. Mr. Oram, as a site for a Wesleyan church, £1,976 18s. 10d.
1029. Have you a return of the deaths in the institution? Yes.
1030. For how far back? For twenty years. (*The witness handed in the same. Vide Appendix B.*)
1031. Have you also a return of the number of inmates? Yes. I beg to hand in a return of the number of inmates in the Benevolent Asylum, from 1st quarter of 1840 to the 25th October, 1861. (*The witness handed in the same. Vide Appendix C.*)
1032. Do you also produce a return of persons who have received out-door relief from the Benevolent Society? Yes; I have made that up from 1843; I could find no data from which to compile a return previous to that. (*The witness handed in the return. Vide Appendix D.*)
1033. Under whose charge are the medical comforts? Under the charge of the doctor; they are given only upon a certificate from him.
1034. Under whose charge do they remain? Under the charge of the master, Mr. Mansfield—the stores, wine, porter, &c.
1035. As the doctor gives prescriptions or orders for them, Mr. Mansfield serves them out? Yes.
1036. They are under the charge of no other person than Mr. Mansfield? No. I check his accounts; when a hogshead of porter, or a quarter cask of wine comes in, I take an account of the contents; the doctor then gives me duplicates of the orders he gives to Mr. Mansfield, and I check them with the quantity, and see that the accounts are correct before a fresh supply is obtained.
1037. Have the accounts always been correct? They have always been correct.
1038. What salary do you receive for your services? When I entered I received £300; I am now paid at the rate of £350 a-year.
1039. Have you quarters? No; nothing but my salary.
1040. You do not live in the institution? No.
1041. Is not the whole of the money received for the institution paid into the bank? Yes, every penny.
1042. Are payments made by cheques? Yes.
1043. Signed by the honorary treasurer and secretary? Yes.
1044. *By Mr. Hay*: This money received on account of investment, instead of being paid in to the account of the investment fund in the bank, is paid in to the general fund? There is no separate account kept of the investment fund at the bank.
1045. *By the Chairman*: Still you say you have £1,275 to the credit of the investment fund in the bank? That lies on the general account, though it belongs to the investment fund.
1046. *By Mr. Hay*: I suppose it forms the balance of the general account? Yes, it did at that particular period.
1047. Then apart from the investment fund there is no balance? No.
1048. In fact, your general account is constantly overdrawn? Yes.
1049. And you are working upon the money belonging to the investment fund? Yes; except for a short period at the commencement of the quarter, when we receive a large sum from the Government, and that wipes it off.
1050. *By the Chairman*: The amount you receive from the Government you place in the bank to the general account, but any balance that may be in the bank at the time you consider as belonging to the investment fund? Yes.
1051. Did you ever hear that there was any deficiency in the accounts? No, I never did; but

but I was once asked that question. I believe it was this sum of £741 which was considered to be a deficiency, but to call it so would be a misnomer.

1052. Then there was some talk about a deficiency? I could not reconcile the accounts myself at first, and I believe I was the first to mention it. I believe there was no deficiency, but a wrong statement of account; that this sum was said to be lying at the bank when it was not.

1053. It was drawn out to meet the current expenses? Yes.

1054. There is nothing to shew that? Nothing except these books of the bank.

1055. Then in reality the institution, on the 30th of September, was indebted £2,718 19s. 4d.? Yes.

1056. You are still continuing to make use of the moneys belonging to this fund, for the general purposes of the institution? Yes, as we require it.

1057. There is no separate account kept at all? No.

1058. The only separate account you have is with reference to the farm, the £3,000 debentures, and the £3,075 deposited in the bank? Yes; all the rest is lying in the bank to the general account, or is due by the treasurer to the investment fund.

1059. So that although you have £10,594 6s. 6d. as an investment fund, you have in reality only £3,075? Yes.

1060. That is the only actual sum you have as an investment fund? Yes, that is the position. I may state that in making up the estimate for next year I asked for a larger sum, in order to try to wipe off the debt due to the investment fund, but there has been an increase in the number of inmates to the extent of 150, so that I fear we shall be unable to liquidate that debt, even with the increased sum, though I hope it will be reduced.

1061. I perceive that latterly the number of persons receiving out-door relief has been decreasing? Yes.

1062. *By Mr. Hay:* You have said that the balance due to the investment fund will probably be reduced at the end of the year; do you not think it will be larger than at the end of the last year? I think it will be at least as large.

1063. So that for the last two years, at any rate, the sums applicable for the ordinary uses of the institution would have been insufficient for the purpose? Yes.

1064. You have been enabled to go on only by trenching upon the investment fund? Yes.

1065. As a matter of security for this investment fund, and as a matter of propriety for the accounts, do you not think it would be better if all the moneys received for the investment fund were placed in a separate fund at once? I have always thought so.

1066. *By the Chairman:* Of course you keep separate accounts for the institution in Sydney and for that in Liverpool? No, I do not except for wages.

1067. *By Mr. Hay:* Are you in a position to say whether it is more expensive to support a pauper in the Sydney or in the Liverpool institution? I should say there is very little difference.

1068. As regards the prices of provisions? They are almost the same.

1069. As to the bread? There is a contractor in Liverpool who supplies it at nearly the same price as we pay for it in Sydney.

1070. Is it as good for the money? I do not think so.

1071. The beef? I do not think the beef is equal to what we get in Sydney. I see it only once a quarter, when I visit Liverpool; and as far as I am able to judge, it is not so good.

1072. *By the Chairman:* Will you have the goodness to hand in to the Committee accounts current of the institution for the last three quarters? I will. (*The witness handed in the same. Vide Appendix E.*)

1073. Will you also favour the Committee with the balance sheet for the year 1859, being the year previous to your entry upon office? Yes. (*The witness handed in the same. Vide Appendix F.*) I beg to hand in also a list of salaries and wages for the Sydney establishment; a return of the officers of the Benevolent Society's establishment at Liverpool; a return of assistants receiving gratuities in Sydney; a return of the number of hired wardsmen, inmate wardsmen, &c., in the Liverpool establishment; and a statement of bank account of Benevolent Society, 30th September, 1861. (*The witness handed in the same. Vide Appendices G, H, I, J, K.*)

Mr. Robert
Anderson.

8 Nov., 1861.

APPENDIX.

A.

RETURN of the Annual Receipts and Expenditure, on account of the Benevolent Society of New South Wales, from 1 January, 1840, to 30 September, 1861.

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
June 30, 1840.	£ s. d.	June 30, 1840.	£ s. d.
To legacies at interest	400 0 0	Rents, out-pensioners	87 11 0
Balance in Treasurer's hands	1,222 0 0	Beef and mutton	1,372 0 5
Cash in Master's hands	2 4 5	Bread, flour, &c.	911 18 8
Donations from Government	2,586 6 3	Milk	192 13 11
Unclaimed poundages	329 4 11	Tea	101 16 6
Donations and subscriptions	580 6 2	Sugar	133 2 0
Collections in Churches	29 19 1½	Wine	26 0 0
Do. anniversary meeting	16 7 6	Medicines and comforts	194 17 6
Interest on legacies	65 0 0	Oil, candles, and soap	67 7 11
Fines from benches	911 11 0	Salt, pepper, and starch	21 4 10
Maintenance of paupers	8 0 0	Tobacco	52 7 6
Pauper labour	36 3 3½	Oatmeal, rice, and barley	97 0 0
Pensions of inmates	13 6 6	Repairs, tools, &c.	127 5 3
Effects, deceased paupers	3 2 6	Coals and wood	101 2 9
Loans repaid	25 8 6	Printing, stationery, &c.	64 13 9
Interest on bank deposits	38 10 7	Clothing and bedding	586 15 10
Subscription—Mr. Trigg	19 7 7	Coffins	60 12 6
Moiety surplus funds, Sydney Relief Association	56 17 8	Commission to Collector	25 0 0
		Salaries and gratuities	424 16 8
		Conveying paupers	12 5 0
		Loans to poor persons	58 0 0
		Legacies lent	400 0 0
		Balance in Treasurer's hands	1,229 11 3
		Master do.	5 12 9
			1,635 4 0
	£ 6,343 16 0		£ 6,343 16 0
		Debit	6,343 16 0
		Deduct balance, &c.	1,635 4 0
		Year's expense	£ 4,708 12 0
June 30, 1841.		June 30, 1841.	
Balance per last account	1,635 4 0	Rent to out-pensioners	77 13 6
Donations per British Government ..	2,890 18 6	Beef and mutton	1,336 11 2
Donations and subscriptions	449 11 0	Flour, bran, &c.	1,181 8 6
Collections in Churches	301 4 8	Milk	222 18 11
Do. annual meeting	22 0 9	Tea	171 13 6
Interest on legacies	65 0 0	Sugar	124 17 3
Fines from benches	710 6 6	Wine for sick	24 11 0
Unclaimed poundages	227 0 11	Medicines and comforts	199 9 0
Maintenance of paupers	20 19 0	Oil, candles, and soap	69 13 4
Pauper labour	25 13 10	Tobacco	52 4 6
Pensions of inmates	1 0 0	Rice, oatmeal, and barley	126 12 0
Effects deceased do.	8 1 10	Salt, pepper, and starch	17 14 5
Loans repaid	40 5 0	Repairs, tools, &c.	130 17 2
Interest on bank deposits	43 2 3	Coals and wood	120 3 9
Rent of house in Kent-street	0 18 0	Printing, stationery, &c.	48 9 11
		Clothing and bedding	552 0 10
		Coffins	109 16 0
		Conveying paupers	11 6 0
		Loans to poor persons	33 0 0
		Commission to Collectors	41 11 3
		Salaries	350 0 0
		Gratuities—Assistant Secretary, Nurses, &c.	65 5 0
		Interest on legacies	400 0 0
		Balance in Treasurer's hands	973 3 9
		Do. Master's do.	0 5 6
			1,373 9 3
	£6,441 6 3		£ 6,441 6 3
		Debit	6,441 6 3
		Deduct balance, &c.	1,373 9 3
		Year's expenditure	£ 5,067 17 0

APPENDIX TO THE FOREGOING EVIDENCE.

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RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
	£ s. d.		£ s. d.
June 30, 1842.		June 30, 1842.	
Balance per last account	1,373 9 3	Rents, out-pensioners	96 3 9
Donations per British Government ..	3,567 13 2	Beef and mutton	1,238 14 6
Donations and subscriptions	562 17 0	Bread, flour, &c.	1,282 5 6
Collections in Churches	326 0 5	Milk	118 1 4
Do. annual meeting	6 16 6	Cows	39 12 0
Interest on legacies	65 0 0	Tea	172 16 0
Fines from Benches	86 13 0	Sugar	126 2 4
Unclaimed poundages	464 6 3	Wine	25 13 6
Maintenance of paupers	42 19 0	Medicines and comforts	180 9 4
Pauper labour	15 8 5	Oil, candles, and soap	66 0 5
Effects of deceased inmates	5 13 2	Tobacco	42 18 9
Interest on deposits	41 1 3	Rice, oatmeal, and barley	137 11 10
Overdrawn by Master	1 16 11	Salt, pepper, and starch	12 10 0
		Repairs, tools, &c.	112 4 0
		Coals and wood	121 11 0
		Printing, stationery, &c.	57 19 1
		Clothing and bedding	578 11 11
		Coffins	107 14 0
		Fines returned	26 11 4
		Conveying paupers	11 8 6
		Loans to poor persons	0 15 0
		Commission to Collector	5 7 7
		Salaries, gratuities, &c.	451 12 6
		Legacies at interest 400 0 0	
		Balance in Treasurer's hands	1,148 19 10
			1,548 19 10
	£ 6,559 14 4		£ 6,559 14 4
		* Error in account—addition, plus 4d.	
		Debit	6,559 14 4
		Deduct balance, &c.	1,548 19 10
		Year's expenditure.....£	5,010 14 6
June 30, 1843.		June 30, 1843.	
Balance per last account	1,548 19 10	Balance due Master	1 16 11
Donations from British Government..	1,652 13 3	Rents, out-pensioners	107 10 0
Donations and subscriptions	840 10 7	Beef and mutton	901 11 4
Collections in Churches	277 12 6	Bread, flour, &c.	1,097 1 6
Interest on legacies	45 0 0	Expenses of cows	0 9 0
Bequests	55 0 0	Tea	96 0 0
Fines from benches	710 3 7	Sugar	105 10 0
Unclaimed poundages	1,690 18 7	Wine for sick	26 0 0
Maintenance of paupers	52 17 6	Medicines and comforts	239 4 6
Pauper labour	18 11 10	Oil, candles, and soap	65 13 6
Effects of deceased inmates	3 17 6	Tobacco	41 1 1
Oratorical concert	108 9 5	Rice, oatmeal, and barley	90 4 6
Two calves	1 0 0	Salt, pepper, and starch	15 5 7
Loans repaid	1 6 0	Repairs, tools	656 5 6
Interest on deposits	42 5 10	Coals and wood	107 18 0
Balance due Master	4 17 8	Printing, stationery, &c.	56 4 1
		Clothing and bedding	502 8 11
		Coffins	78 8 6
		Decd fees	10 0 10
		Conveying paupers	9 9 0
		Loans to poor persons	2 0 0
		Commission to Collector	26 5 0
		Salaries, gratuities, &c.	475 10 0
		Legacies at interest 400 0 0	
		Balance in hand	1,942 6 4
			2,342 6 4
	£ 7,054 4 1		£ 7,054 4 1
		Debits	7,054 4 1
		Deduct balance, &c.	2,342 6 4
		Year's expenditure	4,711 17 9

RECEIPTS.		AMOUNT.		EXPENDITURE.		AMOUNT.	
		£	s. d.			£	s. d.
June 30, 1844.				June 30, 1844.			
Balance on last account		1,942	6 4	Balance due Master		4	17 8
Donations from Government		3,000	0 0	Rents, out-pensioners		130	8 0
Donations and subscriptions		505	7 1	Beef and mutton		620	6 6
Collections in Churches		160	1 11	Bread, flour, &c.		1,047	5 6
Interest on legacies		25	0 0	Expenses, cows		1	0 6
Bequest		10	0 0	Tea		89	6 8
Fines from Benches		587	11 0	Sugar		93	18 2
Unclaimed poundages		1,400	4 5	Wine for sick		7	10 0
Collection at annual meeting		8	8 7	Medicines and comforts		232	17 3
Maintenance of paupers		64	9 0	Oil, candles, and soap		75	4 5
Pauper labour		1	7 1	Tobacco		40	9 4
Effects of deceased inmates		17	7 0	Rice, oatmeal, and barley		92	18 3
Sale of two calves		1	5 0	Pepper, salt, and starch		16	17 8
Loans repaid		4	11 0	Building, repairs, &c.		727	8 8
Interest on deposits		63	17 0	Coals and wood		102	2 9
Balance of Cape's Testimonial Fund		3	4 0	Printing, stationery, &c.		66	2 10
Donation from Mutual Insurance Co.		14	14 0	Clothing and bedding		606	4 5
Balance due Master		11	9 11	Coffins		90	2 0
				Conveying paupers		7	19 6
		£	7,821 3 4	Commission to Collector		28	10 0
				Loans to poor persons		16	13 6
				Burial fees and graves		62	11 0
				Salaries and gratuities		547	0 0
				Balance in Treasurer's hands		3,123	13 4
						£	7,821 3 4
				Debits		7,821	3 4
				Deduct balance		3,123	13 4
				Year's expenditure		£	4,697 10 0
June 30, 1845.				June 30, 1845.			
Balance per last account		2,123	13 4	Balance due Master		11	9 4
Bequest received		100	0 0	Rent, out-pensioners		169	11 1
Collections in Churches		148	3 3	Building, repairs, &c.		225	0 4
Ditto annual meeting		4	3 0	Burial fees and graves		49	3 6
Sale of calves, &c.		0	14 0	Clothing and bedding		733	15 4
Donations per Government		2,500	0 0	Coals and wood		84	11 5
Donations and subscriptions		784	6 11	Coffins		74	10 0
Effects of deceased inmates		3	17 6	Conveying paupers		5	6 6
Fines from Benches		244	17 11	Conveyance of Thornton's land		21	7 2
Rations per Government mechanics		409	5 9	Cows		5	15 0
Interest on deposits		26	16 2	Debentures		1,982	12 8
Ditto on debentures		58	5 4	Flour and bran		1,009	2 4
Ditto on legacies		25	0 0	Iron bedsteads		20	0 0
Loans repaid		5	12 0	Loans to poor persons		20	0 0
Maintenance of paupers		28	13 3	Medicines and comforts		66	4 11
Pauper labour		0	4 3	Milk		6	0 0
				Beef and mutton		696	9 4
		£	7,463 12 6	Oil, candles, and soap		51	6 10
				Pepper, salt, and starch		29	14 5
				Printing, stationery, &c.		61	17 3
				Commission to Collector		60	16 0
				Rice, oatmeal, and barley		133	8 0
				Sugar		194	1 0
				Tea		69	17 0
				Tobacco		40	3 4
				Wine		16	15 0
				Salaries and gratuities		646	13 10
				Balance in Treasurer's hands		932	10 11
				Ditto in Master's hands		5	9 5
						£	* 7,463 12 8
Debits per contra		7,463	12 8				
Debentures	£1,982	12	8				
Balance	938	0	4				
		2,920	13 0				
Year's expenditure	£	4,542	19 8				

* Error in addition—minus 9s. 3d.

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RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
	£ s. d.		£ s. d.
June 30, 1846.		June 20, 1846.	
Balance per last account	932 10 11	Rent, out-pensioners	219 19 6
Ditto in Master's hands	5 9 5	Grave-digging	30 12 0
Bequest received	10 0 0	Building, repairs, &c.	459 17 1
Collections in Churches	182 15 2	Coals and wood	69 12 5
Sale of calves	0 11 6	Clothing and bedding	689 1 4
Donations per Government	1,750 0 0	Coffins	55 18 0
Donations and subscriptions	699 13 8	Conveying paupers	8 3 0
Fines from Benches	131 6 3	Expenses of cows	1 10 0
Rations to Government mechanics	19 6 10	Bread, flour, and bran	871 1 5
Interest on debentures	115 11 8	Loans to poor persons	4 7 6
Ditto on legacy	20 0 0	Medicine, &c.	135 19 9
Loans repaid	20 7 6	Beef and mutton	675 15 8
Maintenance of paupers	1 10 0	Oil, soap, and candles	60 15 7
Pauper labour	7 3 8	Pepper, salt, and starch	26 17 9
Unclaimed poundages	2,112 14 4	Printing, stationery, &c.	51 7 3
Collection, annual meeting	5 18 4	Rice, oatmeal, and barley	197 11 2
		Sugar	91 5 7
		Tea	67 17 6
		Tobacco	36 7 2
		Wine	8 0 0
		Salaries and gratuities	657 17 0
		Balance in Treasurer's hands	1,690 14 4
		Ditto in Master's hands	4 8 4
	£ 6,014 19 3		£ 6,014 19 3
		Debits	6,014 19 3
		Deduct balance	1,695 2 8
		Year's expenditure	£ 4,319 16 7
June 30, 1847.		June 30, 1847.	
Balance per last account	1,690 14 4	Rents, out-pensioners	213 9 3
Ditto in Master's hands	4 8 4	Grave-digging	46 18 0
Bequests received	150 12 8	Building repairs, &c.	741 17 2
Calves sold	4 9 0	Coals and wood	78 14 4
Donations per Government	2,000 0 0	Clothing and bedding	645 16 10
Donations and subscriptions	636 14 0	Coffins	64 0 9
Fines from Benches	1,147 19 9	Conveying paupers	7 12 2
Interest on debentures	115 11 8	Cows	13 17 9
Ditto on legacies	20 0 0	Bread, flour, and bran	1,693 11 10
Loans repaid	6 1 0	Loans to poor persons	0 13 0
Maintenance of paupers	17 17 4	Medicines and comforts	281 10 6
Unclaimed poundages	664 3 8	Beef and mutton	779 11 7
Pauper labour	10 9 0	Oil, soap, and candles	64 16 0
Collection at annual meeting	5 11 10	Pepper, salt, and starch	20 18 8
Effects, deceased paupers	0 17 0	Printing, stationery, &c.	66 4 6
Balance due Master	7 17 4	Sugar	155 19 7
Collections in Churches	146 3 2	Tea	66 6 11
		Tobacco	36 16 10
		Wine	16 0 0
		Commission to Collector	30 7 0
		Salaries and gratuities	634 19 9
		Iron bedsteads	56 0 0
		Milk	5 3 4
		Rice, oatmeal, and barley	185 6 9
		Balance in Treasurer's hands	777 17 7
	£ 6,679 10 1		£ 6,679 10 1
		Debits	6,679 10 1
		Deduct balance	777 17 7
		Year's expenditure	£ 5,901 12 6

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
	£ s. d.		£ s. d.
June 30, 1848.		June 30, 1848.	
Balance per last account	777 17 7	Balance due Master	7 17 4
Debentures paid off	1,900 0 0	Rent, out-pensioners	178 13 0
Collection at annual meeting	2 1 6	Repairs, &c.	165 3 9
Donations per Government	2,250 0 0	Coals and wood	72 16 3
Fines from Benches	254 8 6	Conveying paupers	8 8 0
Donations and subscriptions	715 15 0	Expenses, cows	0 7 0
Collections at Churches	117 4 9	Clothing and bedding	665 13 5
Interest on debentures	42 12 8	Coffins	65 19 9
Do. on legacies	20 0 0	Bread, flour, and bran	1,398 6 10
Unclaimed poundages	387 16 2	Grave-digging	34 16 6
Calves sold	0 10 0	Loans to poor persons	2 10 0
Pauper labour	0 3 4	Beef and mutton....	645 11 3
Maintenance of paupers	21 15 2	Medicines and comforts	123 12 0
Unclaimed poundages	860 11 7	Oil, candles, and soap	70 5 9
		Pepper, salt, and starch	19 0 10
		Commission to Collector	31 14 6
		Printing, stationery, &c.	46 16 8
		Rice, oatmeal, and barley	198 1 9
		Salaries and gratuities	698 1 10
		Sugar	130 17 4
		Tea	60 8 3
		Tobacco	27 13 8
		Wine.....	16 10 0
		Balance, Treasurer's hands	2,749 9 4
		Do., Master's hands	1 19 3
	£ 7,350 16 3		£ 7,350 16 3
		Debits	7,350 16 3
		Deduct balance	2,751 8 7
		Year's expenditure.....£	4,599 7 8
June 30, 1849.		June 30, 1849.	
Balance per last account	2,749 9 4	Rent, out-pensioners	208 15 0
Do. Master's hands	1 19 3	Building and repairs	103 10 7
Bequest received	25 0 0	Coals and wood	76 13 8
Donations and subscriptions	781 7 2	Conveying paupers	6 18 0
Collections in Churches	248 12 5	Clothing and bedding	572 11 3
Interest on legacies	20 0 0	Coffins	51 11 3
Donations from British Government ..	1,375 0 0	Flour, bread, and bran	1,383 8 2
Fines from Benches	1,174 17 0	Loans to poor persons	4 0 0
Maintenance of paupers	22 1 6	Beef and mutton....	597 12 10
Pauper labour	1 14 10	Medicines.....	120 6 7
Effects deceased inmates	3 16 3	Milk	15 5 3
Loans repaid	1 0 0	Hospital comforts	18 11 10
Cows and calves sold.....	6 4 0	Grave-digging	36 18 6
Collection at annual meeting	3 12 2	Oil, candles, and soap	73 17 9
		Pepper, salt, and starch	13 16 1
		Printing, stationery, &c.	53 3 11
		Rice, oatmeal, &c.	173 5 1
		Salaries and gratuities	667 16 3
		Sugar	115 11 6
		Tea	65 16 0
		Tobacco	26 3 11
		Wine.....	8 8 0
		Cows.....	10 2 0
		Conveyancing.....	7 10 0
		Commission to Collector	83 14 0
		Balance, Treasurer's hands	1,964 0 6
		Do., Master's hands	5 6 0
	£ 6,414 13 11		£ 6,414 13 11
		Debits	6,414 13 11
		Deduct balances	1,969 6 6
		Year's expenditure.....£	4,445 7 5

APPENDIX TO THE FOREGOING EVIDENCE.

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RECEIPTS.		AMOUNT.	EXPENDITURE.		AMOUNT.
		£ s. d.			£ s. d.
December 31, 1849.			December 31, 1849.		
Balance per last account		1,964 0 6	Rents, out-pensioners		106 4 3
Do., Master's hands		5 6 0	Repairs, tools, &c.		87 6 2
Collection at annual meeting		2 6 0	Conveying paupers		7 12 0
Collections in Churches		51 8 0	Coals and wood		48 9 6
Donation from British Government ..		625 0 0	Coffins		37 16 6
Donations and subscriptions		78 9 11	Clothing and bedding		327 7 10
Bequest		5 0 0	Expenses, cows		0 5 0
Fines from Benches		336 18 10	Emptying cesspools		9 0 0
Loan repaid		0 5 0	Bread, flour, and bran		640 6 5
Pauper labour		5 0 0	Fines returned		2 0 0
Maintenance of paupers		23 4 8	Groceries		3 0 0
Calves sold		3 5 3	Hospital comforts		14 5 11
			Interments		38 15 6
			Milk		48 7 8
			Beef and mutton		263 7 0
			Medicines, &c.		51 7 9
			Oil, candles, and soap		40 5 0
			Pepper, salt, and starch		5 15 7
			Commission to Collector		31 8 4
			Printing, stationery, &c.		38 15 0
			Rice, oatmeal, and barley		100 8 4
			Sugar		70 4 6
			Salaries and gratuities		325 17 6
			Tea		46 16 0
			Tobacco		12 6 7
			Wine		10 0 0
			Balance, Treasurer's hands		726 2 11
			Do., Master's hands		8 12 11
		£ 3,100 4 2			£ 3,100 4 2
			Debits		3,100 4 2
			Deduct balances		734 15 10
			<i>Half year's expenditure</i>		£ 2,465 8 4
			NOTE.—This account only for half year, the annual meeting having been changed from June to December.		
December 31, 1850.			December 31, 1850.		
Balance per last account		726 2 11	Rent, out-pensioners		204 13 3
Do., Master's hands		8 12 11	Building, repairs, &c.		216 6 0
Bequest		5 0 0	Coffins		48 2 6
Collections in Churches		264 4 2	Clothing and bedding		471 2 9
Donations and subscriptions		771 15 2	Cows and milk		53 8 5
Interest on legacies		20 0 0	Coals and wood		77 17 6
Donations from British Government ..		1,000 0 0	Emptying cesspools		39 0 0
Donations from Colonial Government ..		900 0 0	Bread, flour, and bran		1,163 7 8
Fines from Benches		461 12 0	Hospital comforts		34 13 1
Unclaimed poundages		369 4 3	Interments		73 7 0
Calves sold		0 9 0	Conveying paupers		12 1 6
Effects, deceased inmates		2 2 2	Beef and mutton		479 10 9
Loans repaid		0 13 0	Medicines		88 1 1
Maintenance of paupers		34 3 3	Pepper, salt, and starch		15 18 10
Pauper labour		3 16 6	Printing, stationery, &c.		43 18 1
Balance due Master		4 10 10	Rice, oatmeal, and barley		163 13 10
			Sugar		105 4 3
			Salaries and gratuities		685 18 9
			Tea		34 17 9
			Tobacco		29 2 8
			Wine		17 16 0
			Oil, candles, and soap		89 9 9
			Balance, Treasurer's hands		354 19 9
		£ 4,572 6 2			£ 4,572 6 2
			Debits		4,572 6 2
			Deduct balance		354 19 9
			<i>Year's expenditure</i>		£ 4,217 6 5

APPENDIX TO THE FOREGOING EVIDENCE.

RECEIPTS.	AMOUNT.			EXPENDITURE.	AMOUNT.		
	£	s.	d.		£	s.	d.
December 31, 1851.				December 31, 1851.			
Balance per last account	354	19	9	Balance due Master		4	10 10
Donation per British Government	750	0	0	Rent, out-pensioners		267	2 6
Do. Colonial do.	2,500	0	0	Clothing and bedding		588	11 11
Donations and subscriptions	794	18	4	Conveying paupers		16	6 0
Fines from Benches	684	4	0	Fuel		103	0 7
Collections in Churches	239	9	10	Coffins		56	19 0
Maintenance of paupers	42	1	6	Expenses at Liverpool		5	0 0
Interest on legacies	20	0	0	Salaries and gratuities		740	11 11
Collection at annual meeting	0	18	1	Sugar		113	4 6
Calves sold	0	9	6	Hospital comforts		42	1 0
Balance due Master	3	14	9	Repairs, tools, &c.		141	18 7
				Printing, stationery, &c.		68	5 4
				Emptying cesspools		52	0 0
				Bread, flour, and bran		1,810	16 3
				Interments		76	0 6
				Medicines		141	7 5
				Beef and mutton		589	10 9
				Oil, candles, and soap		79	9 8
				Pepper, salt, and starch		24	13 0
				Rice, oatmeal, and barley		252	19 11
				Tea		77	18 4
				Tobacco		31	8 0
				Milk		27	12 0
				Commission to Collector		35	1 3
				Wine		11	4 0
				Balance in Treasurer's hands		76	6 8
				Conveying goods		16	16 8
	£	5,450	15 9		£	5,450	15 9
				Debits		5,450	15 9
				Deduct balance		£ 4	10 10
				Do. Treasurer		76	6 3
						80	17 1
				Year's expenditure ..	£	6,369	18 8
December 31, 1852.				December 31, 1852.			
Balance per last account	76	6	3	Balance due Master		3	14 9
Do., Master, Liverpool	0	2	9	Rents, out-pensioners		178	5 9
Donations and subscriptions	776	11	6	Fuel		205	19 6
Bequests	180	0	0	Building repairs, &c.		505	5 6
Collections in Churches	222	12	1	Conveying paupers		12	13 9
Interest on legacies	167	0	0	Do. goods, &c., Liverpool		57	13 0
Donation per British Government	500	0	0	Fines returned		10	12 0
Do., Colonial do.	3,750	0	0	Coffins		124	3 0
Fines from Benches	930	1	9	Clothing and bedding		307	15 8
Unclaimed poundages	354	10	0	Garden at Liverpool		4	8 0
Effects, deceased inmates	5	3	11	Interments		49	16 11
Maintenance of paupers	50	8	11	Surplice fees, Liverpool		22	9 6
Calves sold	0	2	0	Milk		11	14 3
				Medicines		33	16 6
				Hospital comforts		24	3 6
				Beef and mutton		565	0 10
				Oil, candles, and soap		74	1 2
				Groceries		18	5 1
				Commission to Collector		75	12 4
				Printing, stationery, &c.		68	6 7
				Rice, oatmeal, and barley		117	14 11
				Salaries, gratuities, &c.		992	11 0
				Sugar		90	1 6
				Tobacco		32	18 4
				Tea		110	5 9
				Bread, flour, and bran		1,596	6 10
				Vegetables, Liverpool		7	9 6
				Water for ditto		47	12 11
				Wine		11	10 0
				Emptying cesspools		13	0 0
				Pearson and More		3	14 0
				Balance, Treasurer's hands		1,543	1 7
				Do., Master's ditto, Sydney		2	11 7
				Do., Liverpool		0	2 9
	£	7,012	18 3		£	7,012	18 3
				Debits		7,012	18 3
				Deduct balances		1,546	15 11
				Year's expenditure ..	£	5,467	2 4
* Error in addition; minus 11d.							

APPENDIX TO THE FOREGOING EVIDENCE.

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RECEIPTS.		AMOUNT.		EXPENDITURE.		AMOUNT.	
		£	s. d.			£	s. d.
December 31, 1853.				December 31, 1853.			
Balance per last account		1,543	1 7	Rent, out-pensioners		129	14 6
Do., Master, Sydney		2	11 7	Building, repairs, &c.		325	10 5
Do., Liverpool		0	2 0	Bread, flour, and bran		2,091	13 2
Donations and subscriptions		1,247	6 1	Clothing and bedding		584	5 10
Church collections		633	10 3	Coffins		133	0 0
Annual meeting, do.		5	0 10	Conveyance to Liverpool ..		54	8 0
Interest on legacies		35	0 0	Do. to hospitals		14	0 9
Donation per Colonial Government ..		4,255	0 0	Coals and wood		380	11 2
Do., British do.		250	0 0	Garden at Liverpool		1	8 6
Fines from Benches		1,612	11 8	Hospital comforts		32	0 5½
Unclaimed poundages		326	0 1	Interments		65	10 6
Land sold, Kent-street		535	6 2	Milk		72	18 6
Maintenance of paupers		32	14 3	Medicines		28	9 9
Effects, deceased inmates		1	18 11	Beef and mutton		853	10 2
J. & H. Byrnes (error)		3	19 0	Oil, candles, and soap		99	15 10
Balance due Master, Sydney		1	14 3	Pepper, salt, and starch		17	4 4
				Printing, stationery, &c.		73	2 3
				Rice, oatmeal, and barley		54	4 2
				Sugar		133	10 8
				Surplice fees, St. Luke's		16	18 0
				Salaries and gratuities		1,229	7 3
				Tobacco		18	18 0
				Tea		108	0 0
				Wine		18	8 0
				Water, Liverpool		65	5 0
				Sundries		31	2 11
				Balance, Treasurer's hands		3,850	0 6
				Do., Master, Liverpool		2	18 9½
		£	10,485 17 5			£	10,485 17 5
				Debits		10,455	17 6
				Deduct balances		3,852	19 3
				Year's expenditure	£	6,632	18 3
December 31, 1854.				December 31, 1854.			
Balance per last account		3,850	0 6	Balance due Master, Sydney		1	14 3
Do., Master, Liverpool		2	18 9½	Rents, out-pensioners		84	16 6
Fines from Benches		2,907	15 9	Salaries, gratuities		1,892	10 9
Donations and subscriptions		962	9 6	Medicines		125	15 5
Collections in Churches		372	4 10	Groceries		42	12 3
Fraser's legacy and interest		275	0 0	Milk		290	2 6
Collection, annual meeting		2	2 0	Interments		55	5 0
Maintenance of paupers		85	19 7	Printing and stationery		113	7 3
Cow sold		2	0 0	Building, repairs, &c.		1,160	10 4
Rent, Bankstown		15	0 0	Commission to Collector		48	1 0
Donation per Colonial Government ..		3,981	0 0	Rice, oatmeal, &c.		57	6 6
Unclaimed poundages		398	8 0	Bread, flour, and bran		3,197	17 5½
Fat sold		6	11 6	Beef and mutton		1,822	12 10
Hats do.		22	11 6	Sugar		127	14 7
Paupers' labour		1	5 0	Tea		143	12 6
Effects, deceased inmates		0	13 4	Wine		25	10 0
Balance due Master, Sydney		0	11 11	Books per Liverpool		12	15 0
Do., Liverpool		3	14 9	Coals and wood		451	9 6
Error in bank book		0	0 1	Water, Liverpool		89	10 3
				Sundries		64	8 6½
				Bedding and clothing		641	14 2
				Coffins		183	17 0
				Conveying paupers		12	18 3
				Do., Liverpool		85	0 6
				Hospital comforts		40	0 1
				Surplice fees, St. Luke's		13	19 6
				Tobacco		20	6 2
				Oil, candles, and soap		80	0 10½
				Hat-making		25	1 9
				Garden, Liverpool		1	0 0
				Tinware, tools, &c.		227	14 1
				Balance, Treasurer's hands		1,481	2 4
				Balance per investment		765	0 0
		£	12,590 7 0½			£	12,890 7 0½
				Debits		12,890	7 0½
				Deduct balances, &c.		2,266	7 4
				Year's expenditure		10,624	4 8½

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
	£ s. d.		£ s. d.
December 31, 1855.		December 31, 1855.	
Balance per last account	1,481 2 4	Balance due Master, Sydney	0 11 11
Donation per Colonial Government ..	5,547 0 0	Ditto Liverpool	8 14 9
Fines from Benches	2,775 14 0	Salaries and gratuities	1,746 12 2
Donations and subscriptions	1,171 4 11	Sugar	176 18 10
Collections in Churches	674 4 0	Milk	329 16 8
Maintenance of paupers	220 6 2	Beef and mutton	2,377 3 9
Effects, deceased inmates	17 19 6	Bread, flour, and bran	4,418 13 11
Hats sold	2 0 0	Clothing and bedding	558 8 7
Hats	19 17 0	Wine	63 17 0
Unclaimed poundages	228 10 6	Printing, stationery, &c.	121 3 5
Collection, annual meeting	2 6 3	Building, repairs, &c.	516 3 2
Balance due Investment Fund	105 13 4	Coffins	151 19 0½
		Interments	106 7 6
		Groceries	37 19 11
		Oil, candles, and soap	149 8 7
		Tinware and tools	227 5 0
		Tobacco	62 18 2½
		Coal and wood	369 11 3
		Medicines	136 11 11
		Water, Liverpool	122 1 0
		Garden seeds	4 0 6
		Hospital comforts	38 19 1
		Conveying paupers	12 14 6
		Hat-making	15 3 2
		Conveyance, Liverpool	61 2 6
		Rents, out-pensioners	83 10 0
		Rice, oatmeal, &c.	49 3 0
		Commission to Collector	44 6 6
		Emptying cesspools	22 9 2
		Tea	159 10 0
		Cow	14 0 0
		Sundries	54 18 8
		Interest to bank	1 13 0
		Balance, Master, Sydney	6 13 0
		" " Liverpool	0 8 4
	£ 12,245 18 0		£ 12,245 18 0
		Year's expenditure..... £	12,238 17 8
December 31, 1856.		December 31, 1856.	
Balance, Master, Sydney	6 13 0	Balance, Investment Fund	105 13 10
Ditto Liverpool	0 8 4	Salaries and gratuities	1,821 6 7
Donation per Government	8,573 17 8	Bread, flour, and bran	3,469 17 5
Unclaimed poundages	1,016 5 6	Beef and mutton	2,434 10 4
Donations and subscriptions	850 13 2	Clothing and bedding	701 4 9
Collections in Churches	608 11 11	Coal and wood	371 0 0
Maintenance of paupers	141 19 0	Building and repairs	318 1 3
Hats sold	34 14 0	Milk	243 5 6
Collection, annual meeting	4 6 6	Tinware, &c.	185 1 7
Interest on mortgage	39 0 0	Coffins, interments, &c.	184 11 6
Fines from Benches	2,115 4 2	Oil, candles, and soap	94 6 3
		Printing, stationery, &c.	109 16 4
		Medicines, &c.	152 2 4
		Rice, oatmeal, &c.	85 13 11
		Sugar	203 0 0½
		Tea	86 3 9
		Wine and hospital comforts	77 7 9
		Commission to Collector	51 1 1
		Rent, out-pensioners	99 19 6
		Conveying paupers	37 15 0
		Ditto goods	35 12 10
		Emptying cesspools	31 15 3
		Hat-making	17 4 8
		Water, Liverpool	108 15 0
		Tobacco	42 15 2
		Groceries	35 10 11
		Money to Shipping Master	11 0 0
		Sundries	57 14 6
		Balance, Master, Sydney	0 6 6
		Ditto, Liverpool	2 15 1½
		Ditto, Treasurer's hands	2,216 1 6
	£ 13,391 13 2		£ 13,391 13 2
		Debts	13,391 13 2
		Deduct In. Fund	£ 105 13 10
		Do. balances	2,219 3 1
			2,324 16 11
		Year's expenditure	£ 11,066 16 3

APPENDIX TO THE FOREGOING EVIDENCE.

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RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
December 31, 1857.	£ s. d.	December 31, 1857.	£ s. d.
Balance per last account	2,219 3 1½	Bread, flour, and bran	2,603 16 2
Grant per Government	4,936 3 6	Beef and mutton	1,936 8 10
Fines from Benches	1,598 4 3	Salaries and gratuities	1,936 9 0
Donations and subscriptions	949 9 3	Clothing and bedding	827 15 8
Collections in Churches	387 14 1	Tinware, tools, &c.	141 2 8
Unclaimed poundages	1,052 17 10	Coal and wood	309 19 0
Interest on mortgage	48 0 0	Water, Liverpool	102 7 8
Maintenance of paupers	102 3 4	Tea	156 3 9
Hats, &c., sold	36 4 7	Sugar	259 9 0
Collection annual meeting	1 1 2	Milk	132 15 10
Balance, Master, Sydney	2 19 9	Oil, candles, and soap	161 12 2
		Rice, oatmeal, &c.	176 11 11
		Groceries, &c.	17 17 1
		Tobacco	76 0 3
		Wine and hospital comforts	106 2 0
		Medicines, &c.	70 2 3
		Coffins, interments, &c.	196 1 0
		Conveying stores	14 6 1
		Ditto paupers	56 18 3
		Emptying cesspool	9 12 6
		Printing, stationery, &c.	111 6 6
		Commission to Collector	70 0 11
		Hat-making	11 1 8
		Rents, out-pensioners	93 6 0
		Building and repairs	181 17 7
		Law charges	65 4 5
		Sundries	62 2 4½
		Balance, Treasurer's hands	1,429 1 11
		Ditto Master, Liverpool	3 8 5
	£ 11,334 0 10½		£ 11,334 0 10½
		Debits	11,334 0 10½
		Deduct balances	1,432 10 4
		Year's expenditure..... £	9,902 10 6
December 31, 1858.	£ s. d.	December 31, 1858.	£ s. d.
Balance per last account	1,432 10 4	Balance Master, Sydney	2 19 9
Voted by Parliament	4,936 3 6	Bread, flour, and bran	2,890 12 0
Fines from Benches	1,707 6 7	Beef and mutton	1,949 15 9
Unclaimed poundages	1,092 19 2	Salaries and gratuities	1,969 13 6
Donations and subscriptions	860 10 3	Clothing and bedding	1,116 5 11
Collections in Churches	350 19 9	Fuel	322 2 9
Maintenance of paupers	167 10 11	Building and repairs	367 6 9
Interest on mortgages	78 0 0	Tea	241 3 8
Interest on bank deposits	36 11 3	Sugar	229 0 4
Hats, &c., sold	13 15 7	Rice, oatmeal, &c.	182 13 5
Collection at annual meeting	1 10 4	Milk	220 0 0
Balance, Sydney:—		Printing, stationery, &c.	106 6 7
Petty cash	6 17 1	Oil, candles, and soap	107 9 0
Balance due Treasurer	391 2 8	Wine and hospital comforts	131 15 7
		Rent, out-pensioners	131 4 0
		Coffins and interments	218 12 6
		Hearse	30 0 0
		Medicines, &c.	274 15 4
		Petty cash, Liverpool	70 7 4
		Conveying paupers	64 0 3
		Tinware, &c.	63 13 4
		Vegetables	11 14 11
		Hat-making	0 5 0
		Tobacco	66 3 6
		Water, Liverpool	115 10 0
		Groceries	60 16 11
		Conveying goods	6 18 11
		Commission to Collector	40 3 0
		Sundries	106 3 11
		Balance, Master, Liverpool	2 18 6
	£ 11,075 17 5		£ 11,075 17 5
		Debits	11,075 17 5
		Deduct balance	2 18 6
		Year's expenditure..... £	11,072 18 11

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
December 31, 1859.	£ s. d.	December 31, 1859.	£ s. d.
Balance Liverpool	2 18 6	Balance, Sydney	6 17 1
Fines from Benches	1,345 17 3	Ditto due Treasurer	391 2 8
Donations and subscriptions	774 9 3	Bread, flour, and bran	4,063 13 0
Interest on loans, &c.	292 0 0	Repairs, &c.	210 3 0
Voted by Parliament	9,427 2 8	Clothing and bedding	1,078 19 5
Maintenance of paupers	105 1 8	Commission to Collector	51 7 6
Collections in Churches	350 3 3	Coffins and interments	217 6 0
Fat, &c., sold	35 16 10	Conveying paupers	65 19 6
Unclaimed poundages	269 6 10	Ditto stores	13 8 3
Balance, Liverpool	1 5 8	Fuel	340 8 7
Ditto, due Treasurer	741 6 1	Beef and mutton	2,618 6 10
		Milk	166 19 11
		Medicines	141 12 7
		Oil, candles, and soap	170 4 0
		Rent, out-pensioners	224 6 0
		Printing, stationery, &c.	122 6 2
		Rice, oatmeal, &c.	188 10 4
		Salaries and gratuities	2,041 13 6
		Sugar	259 1 2
		Tea	245 8 6
		Sundries	160 19 11
		Tools, &c.	257 13 10
		Tobacco	71 13 1
		Vegetables	16 17 0
		Wine and hospital comforts	146 7 5
		Water, Liverpool	100 14 0
		Furniture	35 12 0
		Groceries	20 15 1
		Interest to bank	5 4 0
		Balance, Sydney, cash	11 17 8
	£ 13,345 8 0		£ 13,345 8 0
		Debits	13,345 8 0
		Deduct balances	409 17 5
		Year's expenditure..... £	12,935 10 7
December 31, 1860.		December 31, 1860.	
Balance due, Sydney	11 17 8	Balance, Liverpool, cash	1 5 8
Fines from Benches	1,326 10 4	Ditto due to Treasurer	741 6 1
Subscriptions and donations	789 2 6	Bread, flour, and bran	4,178 13 0
Collections in Churches	126 9 3	Beef and mutton	2,082 4 4
Unclaimed poundages	307 14 8	Oatmeal, rice, &c.	264 0 2
Voted by Parliament	10,881 0 0	Tea	433 18 0
Maintenance of paupers	87 1 11	Sugar	391 15 1
Fat and bones sold	30 1 4	Groceries	47 3 0
Interest on investments	90 0 0	Vegetables	50 19 0
Ditto discounts	19 18 6	Hospital comforts	298 0 4
Sundries	3 2 0	Milk	382 0 1
Balance, Sydney, cash	10 11 10	Soap, candles, and oil	156 7 0
Ditto due Treasurer	1,952 18 10	Fuel	346 0 9
		Water, Liverpool	90 2 6
		Tobacco	71 9 7
		Clothing and bedding	1,252 11 0
		Coffins, interments, &c.	339 9 0
		Furniture, &c.	151 0 6
		Hardware, &c.	190 9 1
		Building, repairs, &c.	615 2 1
		Printing, stationery, &c.	148 8 9
		Sundries	216 13 1
		Medicines	32 12 7
		Tools, &c.	9 1 0
		Salaries	1,827 15 3
		Gratuities	221 10 2
		Rents, out-pensioners	345 16 6
		Conveying stores	11 11 8
		Ditto paupers	79 5 3
		Miscellaneous	43 19 6
		Maintenance children sent to Randwick	685 11 0
		Commission to Collector	60 6 3
		Interest on bank account, &c.	19 16 1
		Balance, Liverpool, cash	9 13 11
		Error, petty cash	0 10 0
	£ 15,636 8 10		£ 15,636 8 10
		Year's expenditure..... £	14,883 13 2

APPENDIX TO THE FOREGOING EVIDENCE.

51

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
March 31, 1861.	£ s. d.	March 31, 1861.	£ s. d.
Balance, Liverpool, cash	9 13 11	Balance due Treasurer	1,952 18 10
Fines from Benches	243 12 10	Ditto Sydney, petty cash.....	10 11 10
Collections in Churches	64 11 8	Bread, flour, and bran	643 9 0
Subscriptions and donations	62 0 0	Beef and mutton	411 17 10
Maintenance of paupers	14 16 3	Oatmeal, rice, &c.	46 15 11
Fat and bones sold.....	10 16 2	Sugar	94 8 10
Unclaimed poundages	140 15 1	Groceries	2 15 0
Discounts on accounts	8 19 0	Vegetables	8 14 6
Balance due Treasurer	4,538 13 8	Hospital comforts	112 2 1
		Medicines.....	36 11 6
		Milk	79 7 8
		Soap, candles, and oil	79 4 11
		Fuel	91 19 0
		Water, Liverpool	19 6 9
		Tobacco	11 10 0
		Clothing, bedding, &c.	428 14 6
		Coffins, interments	46 17 2
		Furniture, &c.....	37 0 11
		Tinware, &c.	56 4 8
		Repairs, &c.....	178 6 7
		Printing, stationery, &c.	27 0 6
		Sundries	79 7 7
		Salaries.....	448 13 0
		Gratuities	56 13 6
		Conveying paupers	13 2 9
		Rent, out-pensioners	91 18 6
		Carriage of stores	1 11 8
		Interest on bank account	1 7 1
		Ditto per contra.....	8 3 7
		Balance, Liverpool.....	6 2 2
		Ditto Sydney	11 0 9
	£ 5,093 18 7		£ 5,093 18 7
		Debits	5,093 18 7
		Deduct balances.....	1,980 13 7
		Quarter's expenditure .. £	3,113 5 0
June 30, 1861.		June 30, 1861.	
Balance, Liverpool.....	6 2 2	Balance due Treasurer	4,538 13 8
Ditto Sydney	11 0 9	Bread, flour, and bran	1,312 7 11
Fines from Benches	293 0 6	Beef and mutton	459 14 3
Subscriptions and donations	307 16 6	Oatmeal, rice, &c.	60 13 5
Maintenance of paupers	20 8 7	Sugar	55 6 11
Fat and bones sold.....	7 4 3	Groceries	23 17 2
Voted by Parliament—Two moieties..	5,356 0 0	Vegetables	23 17 0
Collections in Church	7 14 10	Hospital comforts	101 1 8
Interest on mortgage	90 0 0	Medicines.....	24 17 7
Discounts on accounts	14 15 10	Milk	81 12 8
Balance due Treasurer	2,279 12 7	Soap, candles, and oil	33 10 3
		Fuel	89 18 6
		Water, Liverpool	7 14 0
		Tobacco	42 1 3
		Clothing, bedding, &c.	564 17 3
		Coffins and interments	61 2 0
		Furniture, &c.....	62 3 2
		Tinware, &c.	19 13 9
		Repairs	94 4 7
		Printing, stationery, &c.	19 6 3
		Sundries	45 3 4
		Salaries.....	448 12 10
		Gratuities	66 8 6
		Conveying paupers	13 18 0
		Ditto stores	3 11 4
		Rent, out-pensioners	85 19 6
		Commission to Collector	20 1 3
		Discounts per contra	14 15 10
		Balance due, Liverpool.....	4 10 10
		Ditto Sydney	11 1 4
	£ 8,393 16 0		£ 8,393 16 0
		Debits	8,393 16 0
		Deduct balances.....	4,554 5 10
		Quarter's expenditure	£ 3,839 10 2

APPENDIX TO THE FOREGOING EVIDENCE.

RECEIPTS.	AMOUNT.	EXPENDITURE.	AMOUNT.
September, 30, 1861.	£ s. d.	September 30, 1861.	£ s. d.
Balance, Liverpool	4 10 10	Balance, per last account	2,279 12 7
Ditto, Sydney	11 1 4	Bread, flour, and bran	345 16 4
Fines from Benches	247 10 0	Beef and mutton	472 0 8
Subscriptions and donations	84 1 0	Sugar	204 19 5
Collections in Churches	92 15 4	Tea	88 16 6
Maintenance of paupers	10 7 0	Groceries	9 8 0
Fat and bones sold	2 6 0	Vegetables	47 0 4
Voted by Parliament—third moiety ..	2,678 0 0	Hospital comforts	49 14 0
Interest, rent of farm	20 0 0	Medicines	195 19 7
Discounts on accounts	18 7 11	Milk	95 11 6
Balance, Sydney, petty cash	15 3 5	Soap, candles, and oil	30 2 11
Ditto, due Treasurer	2,718 19 4	Fuel	116 10 3
		Water, Liverpool	9 18 0
		Tobacco	16 18 1
		Clothing and bedding	421 18 0
		Coffins and interments	67 13 6
		Furniture	81 0 5
		Tinware, &c.	40 13 0
		Repairs	36 9 0
		Printing, stationery, &c.	28 12 0
		Sundries	102 16 3
		Salaries	469 16 6
		Gratuities	58 10 6
		Conveying paupers	15 3 3
		Ditto stores	4 7 2
		Rent, out-pensioners	91 17 6
		Interest, bank account	0 9 8
		Discounts, per contra	18 7 11
		Balance, Liverpool, cash	2 19 4
	£ 5,903 2 2		£ 5,903 2 2
		Debits	5,903 2 2
		Deduct balances	2,282 11 11
		Quarter's expenditure	£ 3,720 10 3

STATE OF EXPENDITURE FROM 1 JANUARY TO 30 SEPTEMBER, 1861.

March 31, 1861	Quarter's expenditure to date	£ s. d.
June 30, 1861	Ditto ditto	3,113 6 0
September 30, 1861 ..	Ditto ditto	3,839 10 2
		3,720 10 3
	Expenditure, 3-4th of current year	£ 10,673 5 5
BUILDING FUND.		
LEGACIES.		
Sundries		285 0 0
Late Mr. Forrester		200 0 0
Alderman Hogan, and interest		54 0 0
Late Mr. Burbridge		9 17 0
Late Mr. Taylor, baker		50 0 0
Late Mr. Jones, to account and interest		3,075 0 0
		3,673 17 0
LAND SOLD.		
House and Land in Kent-street	£500 0 0	
Land to Railway Company	3,000 0 0	
Land to Rev. J. Oram, and interest	1,376 18 10	
Land to Bank of New South Wales	664 17 8	
Deposit on Mr. Wheeler's purchase	253 13 0	
		6,395 9 6
Farm of Bankstown		450 0 0
		£ 10,549 6 6
Supposed value of Asylum and Land		25,000 0 0
		£ 35,549 6 6

APPENDIX TO THE FOREGOING EVIDENCE.

53

CURRENT YEAR'S CONTRACT PRICES.

	£	s.	d.
Bread, new, fine, Sydney, George Wilkie, per lb. (Mr. Wilkie has abated $\frac{1}{4}$ d. per loaf from 1st September)	0	0	2 $\frac{3}{4}$
Bread, new, fine, Liverpool, W. H. Lane, per 2 lbs.	0	0	4
Ditto, 20 per cent. ditto ditto, per 2 lbs.	0	0	3 $\frac{1}{2}$
Beef, hind and fore quarters, Sydney, Henry Bell, per lb.	0	0	1 $\frac{1}{2}$
Mutton, ditto ditto, ditto, per lb.	0	0	2
Beef, ditto Liverpool, S. Pearce, per lb.	0	0	1 $\frac{1}{2}$
Mutton, ditto ditto, ditto, per lb.	0	0	2 $\frac{1}{2}$
Milk, pure, new, Sydney, Sydney and Liverpool, per quart	0	0	4
Flour, fine, Sydney and Liverpool, Wm. Nicholson, per cwt.	0	17	6
Ditto, 20 per cent. ditto, ditto, per cwt.	0	16	0
Coals, Newcastle, Sydney, John Duguid, per ton	1	5	6
Wood, billet, ditto, ditto, per ton	0	11	6
Ditto, ditto, Liverpool, J. Moreland, per ton	0	5	6
Water, Liverpool, Government, per 1,000 gallons	0	2	0
Coffins, large size, Sydney, Charles Beal, each	0	11	0
Ditto, small size, ditto, ditto, each	0	4	0
Ditto, large size, Liverpool, delivered, Charles Beal, each	0	14	0
Oil, Sydney and Liverpool, Wm. Harbottle, per gallon	0	3	0

A (2.)

List of Parties who have audited the Accounts of the Benevolent Asylum of New South Wales, from 30 June, 1840, to 31 December, 1860.

30 June, 1840:— Mr. Ambrose Foss. Rev. R. Therry.	31 December, 1850:— Mr. W. H. Christie. Mr. Thomas Ryan.
30 June, 1841:— Mr. Ambrose Foss. Mr. Thomas Cadell.	31 December, 1851:— Mr. Robert Johnson. Mr. Andrew Lenchan.
30 June, 1842:— Mr. Ambrose Foss, Mr. T. W. Bowden.	31 December, 1852:— Mr. John McLerie. Mr. Thomas Ryan.
30 June, 1843:— Mr. Thomas Cadell. Mr. Stephen Owen.	31 December, 1853:— Mr. H. H. Browne. Mr. Thomas Hogg.
30 June, 1844:— Mr. W. H. Christie. Mr. H. McDermott.	31 December, 1854:— Mr. Charles Kemp. Mr. James Comrie.
30 June, 1845:— Revd. Dr. Ross. Mr. Richard Windeyer,	31 December, 1855:— Mr. James Comrie. Mr. W. Stuart Moutry.
30 June, 1846:— Mr. Stephen Owen. Mr. Acton Sillitoe.	31 December, 1856:— Mr. James Comrie. Mr. Thomas Ryan.
30 June, 1847:— Mr. George A. Lloyd. Mr. George Wigram Allen.	31 December, 1857:— Mr. Osborne Ottley. Mr. Thomas Hogg.
30 June, 1848:— Mr. John H. Challis. Mr. John Fairfax.	31 December, 1858:— Mr. Alexander McArthur. Mr. Andrew Lenchan.
30 June, 1849:— Mr. James Comrie. Mr. Clark Irving.	31 December, 1859:— Mr. Charles Kemp. Mr. George Wigram Allen.
31 December, 1849:— Mr. Clark Irving. Mr. George Rees.	31 December, 1860:— Mr. Alexander McArthur. Mr. Maurice Alexander.

B.

B.

RETURN of the number of Deaths in the Benevolent Asylum of New South Wales, from 1st Quarter of Year 1840, to 25 October, 1861.

DATES.	QUARTERS.	NUMBER IN HOUSE DURING YEAR.	LIVERPOOL MEN.	MEN.	WOMEN.	CHILDREN.	TOTAL.	YEARLY TOTAL.
1840.								
31 March ..	Deaths in Asylum....		....	19	6	0	25	
30 June ..	Do .....		....	21	12	1	34	
30 Sept. ..	Do .....		....	24	5	0	29	
31 Dec. ..	Do	1,058	....	31	8	1	40	123
1841.								
31 March ..	Do .....		....	21	11	1	33	
30 June ..	Do .....		....	32	13	2	48	
30 Sept. ..	Do .....		....	25	8	2	35	
31 Dec. ..	Do	1,140	....	29	8	0	37	153
1842.								
31 March ..	Do .....		....	23	6	2	31	
30 June ..	Do .....		....	29	7	1	37	
30 Sept. ..	Do .....		....	29	8	1	38	
31 Dec. ..	Do	1,165	....	28	4	0	32	138
1843.								
31 March ..	Do .....		....	34	10	1	45	
30 June ..	Do .....		....	19	3	1	23	
30 Sept. ..	Do .....		....	30	8	2	40	
31 Dec. ..	Do	1,221	....	34	8	5	47	165
1844.								
31 March ..	Do .....		....	26	6	3	35	
30 June ..	Do .....		....	43	14	3	60	
30 Sept. ..	Do .....		....	47	6	3	56	
31 Dec. ..	Do	1,276	....	29	7	1	37	188
1845.								
31 March ..	Do .....		....	35	5	3	43	
30 June ..	Do .....		....	35	10	3	48	
30 Sept. ..	Do .....		....	25	11	1	37	
31 Dec. ..	Do	1,402	....	18	9	11	29	157
1846.								
31 March ..	Do .....		....	34	3	0	37	
30 June ..	Do .....		....	39	12	2	53	
30 Sept. ..	Do .....		....	39	21	2	62	
31 Dec. ..	Do	1,456	....	34	8	5	47	199
1847.								
31 March ..	Do .....		....	31	7	2	40	
30 June ..	Do .....		....	49	5	1	55	
30 Sept. ..	Do .....		....	43	13	2	58	
31 Dec. ..	Do	1,416	....	26	19	0	45	198
1848.								
31 March ..	Do .....		....	19	8	1	28	
30 June ..	Do .....		....	39	9	2	50	
30 Sept. ..	Do .....		....	43	11	3	57	
31 Dec. ..	Do	1,437	....	34	8	1	43	178
1849.								
31 March ..	Do .....		....	29	8	1	38	
30 June ..	Do .....		....	46	12	1	59	
30 Sept. ..	Do .....		....	66	20	1	87	
31 Dec. ..	Do	1,486	....	40	9	3	52	236
1850.								
31 March ..	Do .....		....	40	7	1	48	
30 June ..	Do .....		....	35	9	3	47	
30 Sept. ..	Do .....		....	30	6	4	40	
31 Dec. ..	Do	1,389	....	25	10	3	38	173
1851.								
31 March ..	Do .....		....	28	13	1	42	
30 June ..	Do .....		....	57	16	2	75	
30 Sept. ..	Do .....		....	46	9	0	55	
31 Dec. ..	Do	1,489	....	31	5	3	39	211
1852.								
31 March ..	Do		18	26	12	2	58	
30 June ..	Do		35	10	7	0	52	
30 Sept. ..	Do		30	7	8	0	45	
31 Dec. ..	Do	1,354	41	17	11	2	71*	226
1853.								
31 March ..	Do		18	11	19	3	51	
30 June ..	Do		23	16	23	5	67	
30 Sept. ..	Do		21	16	15	3	55	
31 Dec. ..	Do	1,472	13	8	10	7	38	211
1854.								
31 March ..	Do		20	5	9	8	42	
30 June ..	Do		18	11	12	2	43	
30 Sept. ..	Do		22	13	12	3	50	
31 Dec. ..	Do	1,530	14	4	9	4	31	166

* Note.—The Liverpool Branch was opened at this period.

B—continued.

DATES.	QUARTERS.	NUMBER IN HOUSE DURING YEAR.	LIVERPOOL MEN.	MEN.	WOMEN.	CHILDREN.	TOTAL.	YEARLY TOTAL.
1855.								
31 March ..	Deaths in Asylum ..		20	16	13	4	53	.
30 June ..	Do		16	26	13	4	59	
30 Sept. ..	Do		15	21	11	2	49	
31 Dec. ..	Do	1,572	13	19	15	7	54	215
1856.								
31 March ..	Do		11	14	7	12	44	
30 June ..	Do		14	16	15	2	47	
30 Sept. ..	Do		17	12	11	5	45	
31 Dec. ..	Do	1,310	16	14	6	3	39	175
1857.								
31 March ..	Do		15	11	6	5	37	
30 June ..	Do		19	10	8	1	38	
30 Sept. ..	Do		13	11	13	1	38	
31 Dec. ..	Do	1,394	25	15	14	1	60	173
1858.								
31 March ..	Do		33	14	8	9	64	
30 June ..	Do		34	19	11	5	69	
30 Sept. ..	Do		31	8	13	8	60	
31 Dec. ..	Do	1,627	28	7	10	7	52	245
1859.								
31 March ..	Do		30	8	5	7	50	
30 June ..	Do		27	8	11	6	52	
30 Sept. ..	Do		31	5	10	4	50	
31 Dec. ..	Do	1,593	32	6	14	22	74	226
1860.								
31 March ..	Do		28	12	15	7	62	
30 June ..	Do		57	7	30	39	*133	
30 Sept. ..	Do		25	4	24	31	*84	
31 Dec. ..	Do	1,725	20	5	10	9	44	323
1861.								
31 March ..	Do		11	4	12	5	32	
30 June ..	Do		27	6	13	9	55	
30 Sept. ..	Do		25	2	6	7	40	
25 Oct. ..	Do	1,964	12	0	3	2	17	144

* During these two quarters the epidemics measles and fever prevailed in the Asylum.

C.

RETURN of Number of Inmates in Benevolent Asylum of New South Wales, from 1st Quarter of Year 1840, to 25th October, 1861.

DATES.	QUARTERS.	ADMITTED AND REMAINING	LIVERPOOL MEN.	MEN.	WOMEN.	CHILDREN.	TOTAL.	NUMBER AT END OF EACH YEAR.	INCREASE AND DECREASE.
1840.									
31 Mar. ..	In Asylum.....			218	69	9	296		
30 June ..	Do			235	65	6	306		
30 Sept. ..	Do			201	56	5	262		
31 Dec. ..	Do	1,058		230	63	5	298	298	
1841.									
31 Mar. ..	Do			230	68	9	307		
30 June ..	Do			240	67	9	316		
30 Sept. ..	Do			233	86	15	334		
31 Dec. ..	Do	1,140		247	86	10	343	345	Increase, 47.
1842.									
31 Mar. ..	Do			238	88	16	342		
30 June ..	Do			234	82	13	329		
30 Sept. ..	Do			234	76	13	323		
31 Dec. ..	Do	1,165		247	82	12	341	341	Decrease, 4.
1843.									
31 Mar. ..	Do			254	80	12	346		
30 June ..	Do			373	81	16	470		
30 Sept. ..	Do			274	94	22	390		
31 Dec. ..	Do	1,221		294	94	27	415	415	Increase, 74.
1844.									
31 Mar. ..	Do			297	87	24	408		
30 June ..	Do			303	83	23	409		
30 Sept. ..	Do			303	87	22	412		
31 Dec. ..	Do	1,276		310	80	26	416	416	Increase, 1.
1845.									
31 Mar. ..	Do			303	86	25	414		
30 June ..	Do			308	88	22	418		
30 Sept. ..	Do			285	88	28	401		
31 Dec. ..	Do	1,402		306	88	28	422	422	Increase, 6.
1846.									
31 Mar. ..	Do			306	86	30	422		
30 June ..	Do			347	95	37	479		
30 Sept. ..	Do			342	93	30	465		
31 Dec. ..	Do	1,456		275	86	38	399	399	Decrease, 23.

C—continued.

DATE.	QUARTERS.	ADMITTED AND REMAINING	LIVER-POOL MEN.	MEN.	WOMEN.	CHILDREN.	TOTAL.	NUMBER AT END OF EACH YEAR.	INCREASE AND DECREASE.
1847.									
31 Mar. ..	In Asylum.....		....	297	74	29	400		
30 June ..	Do. ....		....	293	90	35	418		
30 Sep.	Do. ....		....	272	83	30	385		
31 Dec.	Do.	1,416	....	289	85	34	408	408	Increase, 9.
1848.									
31 Mar. ..	Do. ....		....	302	82	30	414		
30 June ..	Do. ....		....	342	84	36	462		
30 Sep.	Do. ....		....	310	89	39	438		
31 Dec.	Do.	1,437	....	316	98	42	456	456	Increase, 48.
1849.									
31 Mar. ..	Do. ....		....	336	95	35	466		
30 June ..	Do. ....		....	356	100	41	497		
30 Sep.	Do. ....		....	353	111	45	509		
31 Dec.	Do.	1,486	....	296	86	40	422	422	Decrease, 34.
1860.									
31 Mar. ..	Do. ....		....	308	83	46	437		
30 June ..	Do. ....		....	311	90	58	459		
30 Sep.	Do. ....		....	299	106	60	465		
31 Dec.	Do.	1,389	....	309	105	61	475	475	Increase, 53.
1851.									
31 Mar. ..	Do. ....		....	314	94	68	476		
30 June ..	Do. ....		....	316	89	75	480		
30 Sep.	Do. ....		....	279	97	52	428		
31 Dec. ..	Do. Sydney..	Men. 170	....	243	85	47	*375	375	Decrease, 100.
" ..	Do. Liverpool	73	....					
		1,489							
1852.									
31 Mar. ..	In Asylum.....		212	15	96	53	376		
30 June ..	Do.		222	12	91	34	359		
30 Sep.	Do.		185	14	94	41	334		
31 Dec.	Do.	1,354	162	19	102	37	320	320	Decrease, 55.
1853.									
31 Mar. ..	Do.		180	30	100	43	353		
30 June ..	Do.		222	16	117	47	402		
30 Sep.	Do.		212	16	125	55	408		
31 Dec.	Do.	1,472	220	23	126	61	430	430	Increase, 110.
1854.									
31 Mar. ..	Do.		243	13	147	61	464		
30 June ..	Do.		267	13	140	71	496		
30 Sep.	Do.		275	11	132	82	500		
31 Dec.	Do.	1,530	266	31	151	90	538	538	Increase, 108.
1855.									
31 Mar. ..	Do.		225	98	163	88	574		
30 June ..	Do.		257	70	139	75	541		
30 Sep.	Do.		261	68	145	97	571		
31 Dec.	Do.	1,572	251	55	120	105	531	531	Decrease, 7.
1856.									
31 Mar. ..	Do.		247	94	126	94	561		
30 June ..	Do.		263	92	112	68	535		
30 Sep.	Do.		280	65	106	87	533		
31 Dec.	Do.	1,310	290	55	115	90	550	550	Increase, 19.
1857.									
31 Mar. ..	Do.		305	43	113	100	561		
30 June ..	Do.		320	46	109	113	588		
30 Sep.	Do.		305	58	118	118	599		
31 Dec.	Do.	1,394	311	46	126	111	594	594	Increase, 44.
1858.									
31 Mar. ..	Do.		319	52	119	128	618		
30 June ..	Do.		338	35	159	142	674		
30 Sep.	Do.		311	35	158	155	659		
31 Dec.	Do.	1,627	311	30	164	154	659	659	Increase, 65.
1859.									
31 Mar. ..	Do.		349	30	164	144	687		
30 June ..	Do.		361	35	156	130	682		
30 Sep.	Do.		329	39	168	141	677		
31 Dec.	Do.	1,593	338	37	171	145	691	691	Increase, 32.
1860.									
31 Mar. ..	Do.		352	38	180	195	665		
30 June ..	Do.		377	36	192	82	687		
30 Sep.	Do.		340	39	174	172	625		
31 Dec.	Do.	1,725	320	30	175	82	607	607	Decrease, 84.
1861.									
31 Mar. ..	Do.		365	32	188	101	686		
30 June ..	Do.		393	32	206	118	749		
30 Sep.	Do.		345	36	220	129	730		
25 Oct.	Do.	1,964	346	34	229	124	733	733	Increase, 136.

* The Liverpool Establishment was opened at this period. The decrease occurred in consequence of a number of the men leaving the Asylum rather than go to Liverpool.

† During this quarter 47 children were transferred to the Destitute Children's Asylum at Randwick.

‡ In this quarter the mortality was great, in consequence of the epidemics (fever and measles) prevailing in the Asylum.

D.

RETURN of Persons who have received Out-door Relief from Benevolent Society of New South Wales, from 1st Quarter of Year 1843, to 25th October, 1861.

DATES.		Families.	Individuals.	DATES.		Families.	Individuals.
1843.				1853.			
31 March ..	Receiving relief ..	39	225	31 March ..	Receiving relief ..	104	624
30 June	Do. ..	46	276	30 June	Do. ..	107	642
30 Sept.	Do. ..	50	300	30 Sept.	Do. ..	106	606
31 Dec.	Do. ..	72	432	31 Dec.	Do. ..	87	522
1844.				1854.			
31 March ..	Do. ..	62	372	31 March ..	Do. ..	74	464
30 June	Do. ..	90	540	30 June	Do. ..	69	414
30 Sept.	Do. ..	136	816	30 Sept.	Do. ..	67	402
31 Dec.	Do. ..	116	696	31 Dec.	Do. ..	70	420
1845.				1855.			
31 March ..	Do. ..	125	750	31 March ..	Do. ..	82	492
30 June	Do. ..	126	756	30 June	Do. ..	108	648
30 Sept.	Do. ..	163	916	30 Sept.	Do. ..	120	720
31 Dec.	Do. ..	143	858	31 Dec.	Do. ..	120	720
1846.				1856.			
31 March ..	Do. ..	146	876	31 March ..	Do. ..	116	696
30 June	Do. ..	166	996	30 June	Do. ..	114	684
30 Sept.	Do. ..	212	1,272	30 Sept.	Do. ..	115	690
31 Dec.	Do. ..	168	1,008	31 Dec.	Do. ..	121	726
1847.				1857.			
31 March ..	Do. ..	143	858	31 March ..	Do. ..	122	732
30 June	Do. ..	155	930	30 June	Do. ..	123	738
30 Sept.	Do. ..	146	876	30 Sept.	Do. ..	134	794
31 Dec.	Do. ..	152	912	31 Dec.	Do. ..	139	834
1848.				1858.			
31 March ..	Do. ..	158	948	31 March ..	Do. ..	140	840
30 June	Do. ..	172	1,032	30 June	Do. ..	162	972
30 Sept.	Do. ..	198	1,188	30 Sept.	Do. ..	213	1,278
31 Dec.	Do. ..	168	1,008	31 Dec.	Do. ..	215	1,290
1849.				1859.			
31 March ..	Do. ..	199	1,154	31 March ..	Do. ..	265	1,590
30 June	Do. ..	185	1,110	30 June	Do. ..	291	1,746
30 Sept.	Do. ..	252	1,512	30 Sept.	Do. ..	318	1,896
31 Dec.	Do. ..	230	1,380	31 Dec.	Do. ..	356	2,136
1850.				1860.			
31 March ..	Do. ..	207	1,242	31 March ..	Do. ..	386	2,316
30 June	Do. ..	245	1,470	30 June	Do. ..	450	2,700
30 Sept.	Do. ..	264	1,584	30 Sept.	Do. ..	487	2,922
31 Dec.	Do. ..	245	1,470	31 Dec.	Do. ..	546	3,276
1851.				1861.			
31 March ..	Do. ..	270	1,620	31 March ..	Do. ..	495	2,970
30 June	Do. ..	370	2,220	30 June	Do. ..	484	2,904
30 Sept.	Do. ..	349	2,094	30 Sept.	Do. ..	447	2,682
31 Dec.	Do. ..	300	1,800	31 Oct.	Do. ..	402	2,412
1852.							
31 March ..	Do. ..	240	1,440				
30 June	Do. ..	156	936				
30 Sept.	Do. ..	150	900				
31 Dec.	Do. ..	143	858				

E.

STATEMENT of the Account of the Benevolent Society of New South Wales, for the Quarter ended 31st March, 1861.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
1 January ..	To balance due on Liverpool petty cash, p^{r} account .....	.....	9 13 11	1 January ..	By balance due Treasurer p^{r} last account .....	.....	1,952 18 10
					Ditto due, Sydney, petty cash.....	.....	10 11 10
							1,963 10 8
30 March	I.—FINES FROM BENCHES. To the following sums received from the Clerks of Petty Sessions for the Quarter as under:—			5 February ..	By cheque to S. W. Holmes, flour supplied	8 2 0	
	Camden	26 11 10		19 March....	Ditto to H. W. Johnson, bread, two months	245 11 9	
	Wollongong	3 10 0		31 "	Ditto to ditto for March.....	115 11 3	
	Gosford	1 5 0		31 "	Ditto to Geo. Wilkie, one day's supply	2 6 6	
	Campbelltown	5 15 0					371 11 6
	Casino	5 0 0		5 February...	By cheque to W. H. Lane, one month.....	90 2 0	
	Shoalhaven	3 16 0		6 March....	Ditto to ditto.....	84 13 9	
	Wingham	1 0 0		31 "	Ditto to ditto	97 1 9	
	Moruya	3 2 0					271 17 6
	Grafton	0 15 0			II.—BEEF AND MUTTON.		643 9 0
	Berrima	0 15 0		31 March....	By cheque to Henry Bell, Sydney, 1 quarter..	.....	207 17 7
	Water Police, Sydney	50 17 0		5 February ..	Ditto to S. Pearce, Liverpool, 1 month....	68 4 9	
	Central Police, Ditto	141 6 0	243 12 10	6 March....	Ditto to ditto	62 9 9	
				31 "	Ditto to ditto	73 5 9	
							204 0 3
							411 17 10
5 January ..	II.—COLLECTIONS IN CHURCHES. To cash from Rev. James Glennie, Gosford Church, 1860..	7 12 1		28 February ..	By cheque to McIntosh and Hurst, 7 casks of pearl barley, less 2½ per cent.	15 18 6	
5 " ..	Ditto from Rev. James Gunther, St. John's, Mudgee, 1860	7 0 0		6 March....	Ditto to R. Towns & Co., rice	30 17 5	
9 " ..	Ditto Christ Church, Sydney, 1860	22 9 9					46 15 11
16 " ..	Ditto St. Thomas, St. Leonard's, 1860.....	14 9 10		6 March....	By cheque to Sugar Company, for sugar, less 1½ per cent.	32 9 8	
29 " ..	Ditto Rev. Peter Young, Catholic Church, Liverpool, 1860	10 0 0		12 "	Ditto to Threlkeld & Co., ditto, less 2 per cent.	61 19 7	
4 February ..	Ditto Rev. J. Carter	3 0 0	64 11 8				04 8 10
				15 January ..	By cheque to Mrs. Silvester, salt .....	.....	2 15 0
	III.—SUBSCRIPTIONS, DONATIONS, &c. Year 1860.			31 March ..	By cash paid p^{r} Sydney petty cash book, for quarter .....	.....	8 14 6
5 January ..	To J. J. Peacock, additional subscription	2 2 0					
5 " ..	Received from Collector, p^{r} list	11 9 0		15 January ..	By cheque to Anderson, Brothers, & Co., for 5 galls. brandy	6 0 0	
5 " ..	Mrs. Jane Bridgeland	1 1 0		6 March....	Ditto to Lamb, Parbury, & Co., wine, less 13s. 4d.	31 12 8	
5 " ..	Rev. Geo. Hurst	1 1 0		6 "	Ditto to D. Cooper & Co., brandy.....	11 10 0	
5 " ..	Collected by Mr. John Vardy, Menangle, p^{r} list	11 0 0		12 "	Ditto to Lamb, Parbury, & Co., wine	30 12 9	
5 " ..				30 "	Cash paid p^{r} Sydney petty cash book.....	14 12 2	
	Carried forward.....£	26 13 0		30 "	Ditto paid p^{r} Liverpool, ditto	17 15 6	
							112 2 1
	Carried forward	£	317 18 5		Carried forward	£	3,283 13 10

		£	s.	d.	£	s.	d.			£	s.	d.	£	s.	d.		
		Brought forward			317	18	5			Brought forward			3,283	13	10		
1861.	III.—SUBSCRIPTIONS, DONATIONS, &c.—continued.	Brought forward			26	13	0			VIII.—MEDICINES.							
		Year 1861.								IX.—MILK.							
5	January ..	To collected in Liverpool, $\frac{3}{4}$ list	9	9	0			30	March ..	By cheque to Foss, Son, & Co., Sydney	21	5	9				
5	" ..	Rev. W. Hodgson, Liverpool	2	2	0			30	" ..	Ditto, Liverpool	15	5	9				
5	" ..	Messrs. Saddington & Son, Sydney	2	2	0					IX.—MILK.							
5	" ..	Dr. Rutter, Sydney	1	1	0			30	March ..	By cheque to Jas. Macnameny, Sydney, quarter	60	0	0				
5	" ..	Mrs. Bennet, ditto	2	0	0			30	" ..	Ditto to Jas. Moreland, Liverpool, ditto	19	7	8				
5	" ..	Messrs. Smith, Peate, & Co., ditto	2	2	0					X.—SOAP, CANDLES, AND OIL.							
5	" ..	T. F. Holt, Esq., ditto	2	2	0			15	January ..	By cheque to Cowan and Israel, soap	18	0	9				
5	" ..	Capt. Scott, Police Magistrate	1	0	0			15	" ..	Ditto to W. S. Friend, oil	12	17	2				
10	March ..	Sir H. W. Parker	2	2	0			29	" ..	Ditto to O. J. Caracher, soap and candles	14	5	0				
10	" ..	Mrs. Wood, Christ Church	2	2	0			12	" ..	Ditto to Cowan & Israel, 1 ton soap, less 2½ per cent. ..	34	2	0				
10	" ..	John Thompson, Chippendale	1	1	0					XI.—FUEL.							
10	" ..	Christ Church Wardens, Don.	3	0	0			31	March ..	By cheque to Duguid & Co., Sydney, 1 quarter	66	13	0				
10	" ..	Received from Collector, 1860, additl. $\frac{3}{4}$ list	5	4	0			31	" ..	Ditto to Jas. Morland, Liverpool	25	6	0				
		IV.—MAINTENANCE OF PAUPERS.								XII.—WATER.							
30	January ..	To received the following Rations for inmates of Liver- pool Institution:—						30	March ..	By cheque to Jas. Morland, Liverpool	15	12	9				
		George Clay	1	13	9			30	" ..	Ditto to Railway Commissioners	3	8	0				
		John Carr	1	13	9			30	" ..	Ditto to ditto	0	6	0				
		James Herron	1	13	9					XIII.—TOBACCO.							
		George Tonge	1	13	9			6	March ..	By cheque to Ferris & Son				11	10	0	
		Thomas Harley	3	7	6					XIV.—CLOTHING.							
		William Downs	4	13	9			15	January ..	By cheque to A. & E. A. Levey, calico and forfars	64	17	8				
		V.—FAT AND BONES, &c., SOLD.						29	" ..	Ditto to Favenc & Gwynne, derry, &c.	14	10	0				
2	January ..	To cash. fat sold, Sydney Institution	4	10	0			29	" ..	Ditto to Chas. Teakle, boots, shirts, &c.	73	11	4				
2	" ..	Ditto bones sold, &c.	2	1	3			29	" ..	Ditto to Saddington & Son, slippers	6	0	0				
								29	" ..	Ditto to Keep & Parsons, wincey	32	6	8				
								29	" ..	Ditto to A. E. A. Levey, trousers and shirts ..	76	19	6				
2	" ..	Cash, fat sold, Liverpool	8	7	6			28	February ..	Ditto to Moses Moss, 1 bale shirts	60	0	0				
2	" ..	Ditto, cabbage-tree hats, ditto	0	17	0			6	March ..	Ditto to Chas. Teakle, calico, boots, &c.	100	9	4				
										XV.—INTERMENTS, &c.							
								5	February ..	By cheque to St. Mary's, graves	13	16	3				
								31	March ..	Ditto to Charles Beal, coffins, &c.	28	4	6				
								31	" ..	Cash paid, $\frac{3}{4}$ Liverpool, petty cash	4	16	0				
										XVI.—FURNITURE, &c.							
15	February ..	To received from Colonial Treasurer, as under, for the year 1868:—						15	January ..	By cheque to Robert Muriel, 12 chairs and stove	14	11	0				
		Sydney	26	5	0			15	" ..	Ditto to Chapman & Co., casks	2	12	0				
		Liverpool	16	15	0			5	February ..	Ditto to Robert Stewart, table for office	6	10	0				
		Campbelltown	10	2	0			30	March ..	Cash paid $\frac{3}{4}$ Sydney petty cash	3	12	3				
		Camden and Picton	80	6	3			30	" ..	Ditto paid $\frac{3}{4}$ Liverpool ditto	9	15	8				
		Wollongong	3	18	9								37	0	11		
		Kiama	8	8	1					Carried forward			4,114	6	3		
		Carried forward			£	546	5	11			Carried forward			£	4,114	6	3

- E-continued.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
	Brought forward.....		546 5 11		Brought forward.....		4,114 6 3
	VII.—INTEREST.				XVII.—TINWARE, &c.		
17 March	By cash from Towns & Co., discount on account	0 15 5		15 January	By cheque to J. B. Holdsworth	46 17 11	
	To the following discounts deducted from cheques issued:—			15 "	Ditto to Bennett & Son, tea chest, &c.	7 12 9	
15 January	Cowan & Israel, soap, 2½ per cent.	0 9 3		31 March	Cash paid ¼ Sydney, petty cash	1 14 0	56 4 8
29 "	Chas. Teakle, boots, 1½ per cent.	0 14 4			XVIII.—REPAIRS.		
29 "	A. & E. A. Levy, shirts, &c., 2½ per cent.	1 19 6		11 January	By cheque on account of laying pipes for carrying water		
26 February	M'Intosh & Hirst, barley, 2½ per cent.	0 8 2			to Liverpool Institution	61 12 9	
5 March	Sugar Company, sugar, 1½ per cent.	0 9 11		29 "	Ditto ditto	50 6 0	
6 "	Lamb, Parbury, & Co., wine, 2½ per cent.	0 16 2		29 "	Ditto H. Coleman, cleaning cesspools	5 17 6	
5 "	Charles Teakle, boots, &c., 1½ per cent.	1 2 11		19 February	Ditto balance laying pipes at Liverpool	29 14 4	
12 "	L. E. Threlkeld, sugar, 2 per cent.	1 5 4		30 March	Ditto Charles Beal, Sydney	26 4 0	
12 "	Cowan & Israel, soap, 2½ per cent.	0 18 0	8 19 0	30 "	Ditto ———— Liverpool	3 15 10	
				30 "	Cash paid ¼ Sydney petty cash	0 16 2	178 6 7
					XIX.—PRINTING, STATIONERY, &c.		
				15 January	By cheque advertising in <i>Empire</i>	9 18 0	
				15 "	Ditto <i>Herald</i>	10 16 0	
				31 March	Ditto Reading & Wellbank, printing and stationery ..	6 6 6	27 6 0
					XX.—SUNDRIES.		
				16 January	By cheque to Mr. Alexander, chloride lime	28 3 0	
				15 "	Ditto to Treasurer, for postage stamps	4 9 0	
				30 March	Ditto to E. Goertz, Liverpool	29 6 10	
				30 "	Cash paid ¼ Sydney petty cash	16 6 1	
				30 "	Ditto ditto Liverpool ditto	1 2 8	79 7 7
					XXI.—SALARIES, WAGES, &c.		
				31 January	By cheque to Robert Anderson	25 0 0	
				31 "	Ditto Mr. & Mrs. Mansfield	20 0 0	
				31 "	Ditto Mr. Mansfield, visiting	4 3 4	
				31 "	Ditto James Smith, surgeon	16 13 4	65 16 8
				28 February	Ditto, as above, for this month	65 16 8	65 16 8
				31 March	Ditto, this month	65 16 8	
				31 "	Ditto, wages for quarter ¼ list	66 16 0	
				31 "	Cash paid ¼ petty cash	6 13 0	132 12 8
					Liverpool.		
				31 January	By cheque to P. Mulholland & Wife	16 13 4	
				31 "	Ditto Dr. Watson	16 13 4	
				31 "	Ditto Geo. Girling	8 6 8	
				31 "	Ditto William Allen	2 12 0	
				31 "	Ditto Patrick Grogan	2 10 0	
				31 "	Ditto William Beckett	2 10 0	
					Carried forward.....	49 5 4	
	Carried forward	£	555 4 11		Carried forward.....	270 19 0	4,455 11 1

E—continued.

STATEMENT of the Account of the Benevolent Society of New South Wales, for the Quarter ended 30th June, 1861.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
1 April	To balance due on Liverpool petty cash	6 2 2		1 April	By balance due Treasurer per last account		4,538 13 8
	Ditto ditto Sydney ditto	11 0 9					
			17 2 11				
30 June	I.—FINES FROM BENCHES.			9 April	I.—BREAD, FLOUR, AND BRAN.		
	To the following sums received from Clerks of Petty Sessions during Quarter, viz. :—			30 June	By cheque to Wm. Nicholson, flour, last quarter	277 13 6	
	Gosford	0 11 0			Ditto ditto ditto this ditto	244 4 0	
	Wollongong	2 10 0			Ditto to Geo. Wilkie, bread ditto	485 16 10	
	Berrima	2 10 0					1,007 13 4
	Campbelltown	3 10 0		7 May	By cheque to Lane, last month	97 10 0	
	Liverpool	4 0 0		4 June	Ditto ditto ditto	105 8 8	
	Grafton	9 0 0		30 "	Ditto ditto, this month	101 15 11	
	Camden and Picton	11 7 0					304 14 7
	Cassino	6 0 0					1,812 7 11
	Moruya	5 5 0			II.—BEEF AND MUTTON.		
	Water Police, Sydney	71 0 0		30 June	Sydney.		
	Central Police, do.	177 7 6	293 0 6		By cheque to H. Bell, this quarter	227 0 10	
11 April	II.—SUBSCRIPTIONS, DONATIONS, &c.			7 May	Liverpool.		
25 "	To Sheriff Uhr, subscription	1 1 0		4 June	By cheque to S. Pearce, last month	74 5 7	
25 "	F. W. Perry, Official Assignee	2 2 0		30 "	Ditto ditto ditto	80 4 7	
1 May	Charles Beale, Park-street	1 1 0			Ditto ditto this month	78 3 3	
14 "	His Excellency the Governor-in-Chief	5 0 0					232 13 5
17 "	J. G. Raphael, Esq.	2 0 0			III.—OATMEAL, RICE, &c.		
18 "	Rev. James Adam, Bathurst; collected by him at the Lower Lachlan	33 0 0		4 June	By cheque to McIntosh, Hirst, & Co., oatmeal, barley, ditto, less 2½ per cent. discount	24 12 11	
	To remittance from Mr. Hyam for the following:—			18 "	By ditto to Allen, Street, and Norton, rice, ditto	33 3 0	
	John McArthur, Shoalhaven	1 1 0		30 "	Ditto to J. Caldwell, oatmeal	2 17 6	
	Wm. Rutnett, do.	1 1 0					60 13 5
	Jas. Aldcorn, do.	1 1 0		4 June	IV.—SUGAR.		
	H. Morton, do.	1 1 0		30 "	By cheque to Sugar Company, No. 1 pieces	11 15 0	
	S. Freeman, do.	1 1 0			Ditto to E. Goertz, Liverpool	43 11 11	
		5 5 0					55 6 11
7 June	To Maurice Alexander, Esq., M.L.A.	2 2 0			V.—GROCERIES.		
7 "	Montagu Levey, Esq.	2 2 0		9 April	By cheque to estate of J. Levey, Esq., vinegar	5 13 3	
17 "	Rev. A. H. Bull	1 1 0		9 "	Ditto to John Caldwell, pepper	1 16 10	
24 "	F. O'Brien, Esq.	5 5 0		9 "	Ditto to James Dean, soda	5 11 4	
26 "	Thomas Rowley, Esq.	5 0 0		9 "	Ditto to Mrs. Silvester, salt	8 15 0	
30 "	Sums collected by C. Jeaneret, and lodged by him in Bank as under, per list—			30 June	Ditto to John Caldwell, pepper, &c.	2 0 9	
	Paid in on 25th April	60 0 0					23 17 2
	Ditto 18th May	40 0 0			VI.—VEGETABLES.		
	Ditto 17th June	42 0 0		9 April	By cheque to J. Caldwell, potatoes	1 16 0	
	Ditto 29th ditto	40 17 6		4 June	Ditto to H. Webb, ditto	3 14 6	
	Ditto 29th ditto	60 0 0		30 "	Ditto to ditto, ditto	6 2 6	
		242 17 6	307 16 6	30 "	By cash per Sydney, petty cash, quarter	12 4 0	
							23 17 0
	Carried forward	£	617 19 11		Carried forward	£	6,474 10 4

E—continued.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
	Brought forward		617 19 11		Brought forward		6,474 10 4
	III.—MAINTENANCE OF PAUPERS.				VII.—HOSPITAL COMFORTS.		
25 April	To cash from Mr. Harris, support of wife	0 7 0		9 April	By cheque to Young, Lark, & Bennett, porter	17 11 0	
1 May	Ditto	0 7 0		9 "	Ditto to Smith, Peate, & Co., lime juice	8 6 3	
1 "	To received the following pensions for this quarter for inmates:—			7 May	Ditto to Lamb, Parbury, & Co., wine	23 11 5	
	George Clay	1 14 1		7 "	Ditto to D. Cooper & Co., brandy	11 4 3	
	James Herron	1 14 1		4 June	Ditto to ditto, ditto	11 10 0	
	George Tongue	1 14 1		18 "	Ditto to Young, Lark, & Bennett, porter	23 8 0	
	William Downs	4 19 9		30 "	By cash paid, $\frac{1}{2}$ Sydney petty cash	4 4 3	
14 "	John Carr	1 14 1		30 "	By ditto, $\frac{1}{2}$ Liverpool ditto	4 6 6	
	Thomas Harley	3 8 3					104 1 8
			14 19 4	30 June	VIII.—MEDICINES.		24 17 7
10 June	To received from clerk and accountant, found on inmates in Sydney house:—				IX.—MILK.		
	Emily Daniel	0 10 0		30 June	By cheque to J. McNamey, Sydney, quarter	62 8 0	
	Mary Ellen Hill	0 2 6		30 "	Ditto to J. Morland, Liverpool, ditto	19 4 8	
	Richard Brown	0 3 10			X.—SOAP, CANDLES, AND OIL.		81 12 8
	Sarah Mason	0 8 3		9 June	By cheque to O. J. Caracher, candles	4 14 6	
	Thomas Webb	0 10 8		7 May	Ditto to W. Harbottle, oil	7 5 0	
	Mark Ashton	0 17 0		4 June	Ditto to O'Neil, $\frac{1}{2}$ ton of soap	14 2 9	
	William Henry	1 7 0		30 "	Ditto to O. J. Caracher, candles	4 14 6	
	Thomas Longford, 2 week's support	0 16 0		30 "	By cash, $\frac{1}{2}$ Sydney petty cash	2 13 6	
			4 15 3				33 10 3
				30 June	XI.—FUEL.		
	IV.—FAT AND BONES SOLD.		20 8 7	30 "	By cheque to Duguid & Co., Sydney, quarter	65 9 0	
2 April	To cash for bones sold, Sydney	1 7 9		30 "	Ditto to Moreland, Liverpool, ditto	24 9 6	
21 June	Ditto for fat sold, Sydney	5 16 6			XII.—WATER.		89 18 6
			7 4 3	7 May	By cheque to Commissioners of Railway	2 4 0	
	V.—VOTED BY PARLIAMENT.			4 June	Ditto to ditto, last month	2 12 0	
April	To received from Colonial Treasurer, first moiety of sum voted for the current year	2,114 0 0		30 "	Ditto to ditto, this month	2 18 0	
7 June	Ditto from ditto, second moiety of ditto, making half of grant	3,242 0 0			XIII.—TOBACCO.		7 14 0
			5,356 0 0	16 April	By cheque to Ferris & Son	22 13 9	
	VI.—COLLECTIONS IN CHURCHES.			30 June	Ditto to ditto	14 4 0	
26 June	To sum received, collected in Trinity Church, Sydney		7 14 10	30 "	Ditto to E. Geertz Liverpool	5 3 6	
	VI.—INTEREST.						42 1 3
	To the following discounts received from accounts paid:—			9 April	XIV.—CLOTHING, BEDDING, &c.		
16 April	From Young, Lark, & Bennett, porter	0 9 0		7 May	By cheque to Hall & Alderson, leather	1 5 8	
16 "	Estate of lato J. Levey, vinegar	0 2 9		7 "	Ditto to J. M. Hidge, boots	7 17 6	
16 "	Smith, Peate, & Co., lime juice	0 4 3		7 "	Ditto to Young, Lark, & Bennett, trousers	51 8 3	
7 May	Lamb, Parbury, & Co., wine	0 9 1		7 "	Ditto to A. & E. A. Levey, blankets	268 5 0	
7 "	D. Cooper & Co., brandy	0 5 9		7 "	Ditto to Keep & Parsons, hose	2 10 0	
7 "	Young, Lark, & Bennett, trousers	1 6 3		7 "	Ditto to Saddington & Son, boots	37 6 11	
7 "	E. & A. E. Levey, blankets	4 1 6		7 "	Ditto to Moses Moss & Co., trousers	35 14 5	
				4 June	Ditto to A. & E. A. Levey, blankets	81 10 3	
				4 "	Ditto to Young, Lark, & Bennett, flannel	6 14 7	
				4 "	Ditto to Keep & Parsons, ditto	14 4 1	
	Carried forward	£ 6 18 7			Carried forward	£ 506 16 8	
	Carried forward	£ 6,009 7 7			Carried forward	£ 6,858 6 3	

E—continued.

1861.	Brought forward	£ s. d.	1861.	Brought forward.....	£ s. d.	£ s. d.
		8,393 16 0			8,253 16 11	
			30 April	By cash paid, $\frac{1}{4}$ Sydney petty cash	26 6 0	
			31 May.....	Ditto ditto	32 17 0	
			30 June.....	Ditto ditto	26 16 6	35 19 6
				XXV.—CARRIAGE OF STORES.		
			30 June.....	By cash paid by Sydney petty cash book	0 5 9	
			30	Ditto Liverpool ditto	3 5 7	3 11 4
				XXVI.—COMMISSION.		
			30 June.....	By cheque. C. E. Jeaneret, commission on collections		20 1 3
			30	By discounts allowed on accounts paid as per contra deducted from cheques not credited parties.....		14 15 10
			30	By balance due on Liverpool petty cash, $\frac{1}{4}$ account	4 10 10	
			30	Ditto Sydney petty cash, $\frac{1}{4}$ book	11 1 4	15 12 2
	TOTAL.....	8,393 16 0		TOTAL		8,393 16 0

STATEMENT of the Account of the Benevolent Society of New South Wales, for the Quarter ended 30 September, 1861.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
1 July	To balance due on Liverpool petty cash	4 10 10		1 July.....	By balance due Treasurer per last account.....		2,279 12 7
	Ditto on Sydney ditto	11 1 4	15 12 2		I.—BREAD, FLOUR, AND BRAN.		
	I.—FINES FROM BENCHES.				Sydney.		
30 September	To the following sums received from Clerks of Petty Sessions:			30 September	By cheque to George Wilkie, for bread	537 12 10	
	Campbelltown	2 5 0			Liverpool.		
	Camden and Picton	7 10 0		6 August ..	By cheque to W. H. Lanc, for last month	105 7 1	
	Casino	2 11 0		10 September	Ditto ditto, ditto	109 5 6	
	Grafton	1 0 0		30 ..	Ditto ditto, for this month	93 10 11	308 8 6
	Gosford	1 5 0			II.—BEEF AND MUTTON.		845 16 4
	Liverpool	3 10 0		30 September	By cheque to Henry Bell, this quarter	238 1 2	
	Moruya	3 0 0			Liverpool.		
	Wingham	2 0 0		6 August ..	By cheque S. Pearce, last month	80 2 8	
	Wollongong	0 1 0		10 September	Ditto ditto, ditto	79 12 7	
	Sydney Water Police	47 7 0	247 10 0	30 ..	Ditto ditto, ditto	74 4 8	233 19 6
	Ditto Central Police	177 1 0			III.—SUGAR.		472 0 8
	II.—SUBSCRIPTIONS, DONATIONS, &c.			27 August ..	By cheque to Brown & Co., 4 tons sugar	143 17 11	
23 July.....	To Thos. Busby, Esq., Bathurst—subscription	1 0 0		30 September	Ditto to Sugar Company, No. 1 picces	11 10 0	
30	Capt. Gazyer, Sydney—donation.....	1 0 0		30 ..	Ditto to Goertz, Liverpool.....	49 11 6	204 19 5
30	Bachelors' Ball Committee—donation.....	5 0 0			Carried forward.....		3,802 9 0
17 August ..	Gavin Mason, Esq., merchant—subscription.....	1 1 0					
9 September	Christ Church, Camden—donation	10 0 0					
	The following sums received for subscriptions, paid into bank by collector:—						
3 September	Paid in	35 0 0					
30 ..	Ditto	31 0 0	66 0 0				
	Carried forward		84 1 0				
			347 3 2				

E—continued.

		£	s.	d.	£	s.	d.			£	s.	d.	£	s.	d.
1861.	Brought forward.....				347	3	2	1861.	Brought forward..				3,802	9	0
	III.—COLLECTIONS IN CHURCHES.								IV.—TEA.						
7 September	To received from the Secretary of St. Mary's the under-mentioned Collections:—							6 August ..	By cheque to Griffiths, Fanning & Co.	84	13	6			
	Rev. J. J. Therry, Balmain	8	3	0				30 September	Ditto to E. Goertz, Liverpool	4	3	0	88	16	6
	Very Rev. Dean O'Connell, Maitland	10	14	3					V.—GROCERIES, &C.						
	Rev. J. F. Sheridan, Sacred Heart	9	10	0				23 July ..	By cheque to Sylvester, salt	8	5	0			
	Rev. M. M'Alroy, Yass	8	0	0				8 August ..	Paid $\frac{1}{2}$ Sydney petty cash book	1	3	0	9	8	0
	Rev. J. Hanley, Singleton	5	0	0					VI.—VEGETABLES.						
	Rev. E. Luckie, Raymond Terrace	5	0	0				23 July ..	By cheque to H. Webb, 1 ton potatoes	6	2	6			
	Rev. E. O'Brien, Braidwood	10	0	0				6 August ..	Ditto to ditto	6	7	6			
	Rev. E. M'Carthy, Mudgee	5	19	6				27 " ..	Ditto to ditto	7	12	6			
	Rev. P. Kenyon, Petersham	5	8	7				10 September.	Ditto to ditto	7	12	6			
	Rev. C. Turney, Albury	5	0	0				30 " ..	Ditto to ditto	8	1	10			
	Rev. P. Birch, Millondary	8	0	0				30 " ..	Cash paid $\frac{1}{2}$ Sydney petty cash book	11	3	6	47	0	4
	Rev. P. Young, Liverpool	4	0	0					VII.—HOSPITAL COMFORTS.						
	Unknown	8	0	0	92	15	4	30 September.	By cheque to D. Cooper & Co., brandy	11	15	0			
								30 " ..	Ditto to Young, Lark, & Bennett.....	29	5	0			
23 July	IV.—MAINTENANCE OF PAUPERS.							30 " ..	Cash paid $\frac{1}{2}$ Sydney petty cash book	2	14	0	49	14	0
	Received the following Pensions for inmates, Liverpool:—							30 " ..	Ditto $\frac{1}{2}$ Liverpool ditto	6	0	0			
	Thomas Harley	3	9	0					VIII.—MEDICINES.						
	John Carr	1	14	6				13 August ..	By cheque to Elliott Bros., year 1860	144	0	11			
	Geo. Clay	1	14	6				13 " ..	Ditto to Foss, Son, & Co., Liverpool, for this quarter	34	2	9			
	Geo. Herron	1	14	6	10	7	0	13 " ..	Ditto to ditto, Sydney	17	15	11	61	18	8
	Geo. Tongue	1	14	6					IX.—MILK.						
								6 August ..	By cheque to J. McNemany, Sydney, for last month	23	9	2			
20 August	V.—FAT AND BONES SOLD.							4 September.	Ditto to ditto	25	16	8	195	19	7
	To cash received for bones sold, Sydney				2	6	0	30 " ..	Ditto to ditto, this month	25	0	0			
									X.—SOAP, CANDLES, & OIL.						
21 August	VI.—VOTED BY PARLIAMENT.							30 " ..	Ditto to James Morland, Liverpool, for quarter	74	5	10	95	11	6
	To received from Colonial Treasurer third moiety of sum voted by Parliament, 1861				2,678	0	0	23 July ..	By cheque to W. Harbottle, oil	12	0	0			
								30 September.	Ditto to O. J. Caracher, soap and candles	12	12	3			
								30 " ..	Cash paid $\frac{1}{2}$ Sydney petty cash	5	10	8	30	2	11
									XI.—FUEL.						
								8 August ..	By cheque to Railway Co., for 30 tons billet wood	13	15	0			
								30 September.	Ditto to Duigid & Co., fuel for quarter	77	9	3			
								30 " ..	Ditto to J. Morland, Liverpool, wood	25	6	0	116	10	3
	Carried forward.....	£	3,130	11	6				Carried forward.....	£	4,435	12	1		

APPENDIX TO THE FOREGOING EVIDENCE.

E—continued.

1861.		£ s. d.	£ s. d.	1861.		£ s. d.	£ s. d.
	Brought forward .....	.....	3,130 11 6		Brought forward .....	.....	4,435 12 1
VII.—INTEREST.							
17 August ..	To received one year's rent of farm at Bankstown, to 1 August, one year	20 0 0		6 August ..	By cheque to Railway Commissioners, supply to Liverpool last month	3 4 0	
30 September.	To received the following discounts from accounts paid as under:—			10 September.	Ditto ditto last month.....	3 6 0	
	Keep and Parsons	0 2 6		30 " ..	Ditto ditto this month.....	3 8 0	9 18 0
	Saddington and Son.....	1 18 3		XIII.—TOBACCO.			
	Sands and Kenny.....	0 2 0		13 August ..	By cheque to Ferris & Son, 1 keg, Liverpool	14 2 8	
	W. S. Gardiner.....	0 14 3		30 September.	Ditto to E. Goertz, Liverpool	2 15 5	16 18 1
	Griffiths, Fanning, and Co.	2 6 6		XIV.—CLOTHING, BEDDING, & C.			
	A. and E. A. Levey.....	2 9 2		6 August ..	By cheque to Keep & Parsons, hose	5 1 6	
	Young, Lark, and Bennett.....	0 9 4		6 " ..	Ditto to Saddington & Son, boots	74 15 9	
	Moses Moss, and Co.	2 1 2		6 " ..	Ditto to W. S. Gardiner, flannel	27 14 1	
	E. Vickery.....	1 14 6		6 " ..	Ditto to A. & E. A. Levey, jackets, &c.	95 19 10	
	C. Newton, Brothers, and Co.	1 6 3		6 " ..	Ditto to Young, Lark & Bennett	18 2 10	
	Young, Lark, and Bennett.....	0 15 0		6 " ..	Ditto to Moses Moss, & Co., blankets	80 7 8	
	Brown and Co.	4 9 0		6 " ..	Ditto to E. Vickery, boots.....	67 1 0	
		18 7 11	38 7 11	6 " ..	Ditto to C. Newton, Brothers, & Co., rugs.....	51 5 0	
30 September.	To balance due to Sydney petty cash		15 3 5	30 " ..	Ditto to Hall & Alderson, leather	1 6 10	
30 " ..	Balance due Treasurer		2,718 19 4	30 " ..	Cash paid 4/ Sydney petty cash	0 3 6	421 18 0
XV.—INTERMENTS, & C.							
				23 July.....	By cheque to Church of England Cemetery Company, year 1860	48 4 0	
				30 September.	By cheque to Chas. Beal—coffins, &c.	9 17 6	
				30 " ..	By cash paid, 4/ Liverpool petty cash	9 12 0	67 13 6
XVI.—FURNITURE, & C.							
				13 September.	By cheque to P. N. Russell and Co., repairing stove	7 15 0	
				30 " ..	Ditto Moses Moss and Co., fireproof safe	30 0 0	
				30 " ..	Ditto M. Bennett and Son, copper boiler.....	17 1 0	
				30 " ..	By cash paid, 4/ Sydney petty cash	18 9 7	
				30 " ..	Ditto Liverpool, ditto	7 14 4	81 0 5
XVII.—TINWARE, & C.							
				8 August ..	By cheque to J. B. Holdsworth, last quarter	37 19 2	
				30 September.	Ditto A. Howitt and Sons, tinware	2 1 4	
				30 " ..	By cash paid, 4/ Sydney petty cash	0 12 6	40 13 0
XVIII.—REPAIRS.							
				27 August ..	By cheque to H. Coleman, cleaning closets	17 6 6	
				30 September.	Ditto Chas. Beal, repairs	16 7 6	
				30 " ..	By cash paid, 4/ Sydney petty cash	2 15 0	36 9 0
Carried forward.....			£ 5,903 2 2	Carried forward.....			£ 5,110 2 1

APPENDIX TO THE FOREGOING EVIDENCE.

71

F.

ABSTRACT of the Accounts of the Benevolent Society of New South Wales, for the Year ended 31st December, 1859.

	£	s.	d.		£	s.	d.		
To amount in the hands of the Master at Liverpool		2	18	6	By balance to Sydney petty cash	6	17	1	
Ditto received for fines	1,345	17	3	Ditto, to Treasurer	391	2	8		
Ditto donations and subscriptions	774	9	3	Amount for bread, bran, and flour	4,063	13	0		
Ditto interest, &c.	292	0	0	Ditto repairs	210	3	0		
Ditto voted by Parliament	9,427	2	8	Ditto clothing and bedding	1,078	19	5		
Ditto maintenance of paupers ..	105	1	8	Ditto commission to collector ..	51	7	6		
Ditto collections in Churches ..	350	3	3	Ditto interments, coffins, &c. ..	217	6	0		
Ditto fat, &c.	35	16	10	Ditto conveyance of paupers ..	65	19	6		
Ditto unclaimed poundages ..	269	6	10	Ditto carriage of stores	13	8	3		
Balance to Liverpool petty cash.	1	5	8	Ditto fuel	340	8	7		
Ditto to Treasurer	741	6	1	Ditto meat	2,518	6	10		
				Ditto milk	166	19	11		
				Ditto medicine	141	12	7		
				Ditto oil, candles, and soap	170	4	0		
				Ditto allowance for rent, &c. ..	224	6	0		
				Ditto printing, stationery, advertising, &c.	122	6	2		
				Ditto rice, oatmeal and arrowroot	188	10	4		
				Ditto salaries, wages, and gratuities	2,041	13	6		
				Ditto sugar	259	1	2		
				Ditto tea	245	8	6		
				Ditto sundries	160	19	11		
				Ditto tools, materials, tinware, &c.	257	13	10		
				Ditto tobacco	71	13	1		
				Ditto vegetables	16	17	0		
				Ditto wine and hospital comforts	146	7	5		
				Ditto water	100	14	0		
				Ditto furniture	35	12	0		
				Ditto groceries, pepper, salt, &c.	20	15	1		
				Ditto interest to Bank of New South Wales	5	4	0		
				Balance due Sydney petty cash.	11	17	8		
	£	13,345	8	0		£	13,345	8	0

H. H. BROWNE, Treasurer.

We, the undersigned, having audited the foregoing statement, find the same correct; shewing a balance due to the Treasurer of seven hundred and forty-one pounds six shillings and one penny; to the Liverpool petty cash, of one pound five shillings and eight-pence; and from the Sydney petty cash, a balance of eleven pounds seventeen shillings and eight-pence.

CHARLES KEMP,
G. WIGRAM ALLEN, } Auditors.

INVESTMENT FUND.

	£	s.	d.
Amount of legacies	785	0	0
Land sold to Railway Company	3,000	0	0
	£3,785	0	0
By amount lent on mortgage	£1,500	0	0
By do. do. at Bank	2,285	0	0
	£3,785	0	0

G.

LIST of Salaries and Wages for the Sydney Establishment of the Benevolent Asylum, 17th October, 1861.

NAMES OF OFFICERS.	OFFICES.	DATE OF APPOINTMENT.	SALARIES.
Robert Anderson	Clerk and Accountant ..	8 May, 1860 ..	£350 per annum.
S. W. Mansfield & Wife	Master and Matron	Feb., 1854	£240 " house and rations.
S. W. Mansfield	Visitor, out relief	Do.	£50 " "
James Smith	Resident Medical Officer	July, 1860	£250 " house and rations.
Mary Stubbs	Sick Nurse	Sept., 1860 ..	£50 " "
Louisa Stone	Childrens' Nurse	Aug., 1856 ..	£30 " "
Paulu Josa Maria	Cook	1 June, 1860 ..	£35 " "
Sarah Horsford	Childrens' Sick Nurse ..	Do. 1859	£25 " "
Sarah Hale	Laundress	Do. 1860	£35 " "
Ellen Rice	Wardswoman	Do. 1861	5s. $\frac{7}{8}$ week
Sarah Mason	Do.	Do. 1861	5s. " "
Ann Johnstone	Do. Sick Nurse ..	Do. 1861	7s. " "
George Forbes	Wardswoman	1 Jan., 1861 ..	£40 per annum
Catharine Maher	Teacher	Do. 1858	£26 " "
Mrs. Lamont	Sempstress and Cutter ..	1 June, 1861 ..	£26 " "
Margaret M'Phaie	Assistant Sick Nurse ..	Do. 1861	4s. $\frac{7}{8}$ week

APPENDIX TO THE FOREGOING EVIDENCE.

H.

RETURN of the Officers of the Benevolent Society's Establishment at Liverpool, with the date of their Appointment.

NAMES.	OFFICE.	DATE OF APPOINTMENT.	REMARKS.
Mr. & Mrs. Mulholland..	Master & Matron	1 January, 1854 .. .	£200 per annum.
L. B. Watson,	Surgeon	20 December, 1853....	£200 ..
Geo. Girling	Clerk & Storekeeper	1 March, 1853	£100 ..

P. H. MULHOLLAND,
Master.

I.

ASSISTANTS receiving Gratuities—Sydney.

1 Gateman	£	s.	d.
1 Ditto	0	3	0
2 Messengers	0	1	6
2 Assistant Wardsmen..	0	3	0
2 Ditto Cooks	0	7	6
1 Watchman	0	2	0
1 Barber	0	2	0
2 Gardeners	0	5	0
1 Clerk	0	3	0
1 Assistant Nurse	0	1	0
1 Milkwoman	0	1	0
1 General Servant	0	1	6
1 Whitewasher	0	4	0
1 Needlewoman	0	1	6
1 Hotwaterman	0	1	0
1 Washerwoman.. .. .	0	1	6
3 Assistant Wardsmen ..	0	5	0
Weekly.....	£2	6	6

J.

RETURN of the number of Hired Wardsmen, Inmate Wardsmen, &c., in the Benevolent Society's Establishment at Liverpool, 15 October, 1861.

1 Hired Wardsman, at	12s. per week.
3 Do., at	£30 per annum.
1 Cook, at	£30 per annum.
1 Barber, at	6s. per week.
1 Laundress, at	£26 per annum.
1 Do., at	£18 per annum.
8 Inmate Wardsmen, at	1s. 6d. per week.
1 Do., at	3s. per week.
1 Do., at	16s. 8d. per month.
2 Do., at	10s. per month.
1 General Servant, at	1s. 6d. per week.
2 Assistant Cooks, at	4s. per week.
1 Shoemaker, at.....	1s. 6d. per week.
1 Messenger, at.....	1s. 6d. per week.
1 Gardener, at	1s. 6d. per week.
1 Conductor of Funerals, at.....	1s. 6d. per week.
1 Wood-cutter, at	1s. 6d. per week.

K.

K.

STATEMENT of Bank Account of Benevolent Society, 30th September, 1861.

		£	s.	d.
Sum at credit with Bank of New South Wales 7/3 book		2,686	17	0
Cheque, Sydney petty cash for next month		70	0	0
Short paid in by Treasurer in Sept., paid in Oct.		0	1	0
Deduct the following cheques not presented in		2,766 18 0		
September:—				
George Girling	290	8	6	8
Ditto	318	8	6	8
William Jones	322	2	10	0
David Pye	339	12	0	0
Sarah Halo	348	8	15	0
Ellen Rice	349	1	5	0
George Forbes	352	10	0	0
P. Mulholland	355	16	13	4
Dr. Watson	356	16	13	4
George Girling	357	8	6	8
William Allen	358	2	12	0
Patrick Grogan	359	2	10	0
William Beckett	360	2	10	0
William Jones	361	2	10	0
John Moran	362	2	10	0
William M'Donald	363	1	6	0
M. and M. Fennelly	364	3	13	4
Liverpool Gratuities	365	8	15	4
A. Howitt and Sons	369	2	1	4
Moses Moss and Co.	370	30	0	0
M. Bennett and Son	371	17	1	0
H. Webb	372	8	1	10
Colonial Sugar Company	373	11	10	0
D. Cooper and Co.	374	11	15	0
Young, Lark, and Bennett	375	29	5	0
John Duguid and Co.,	376	77	9	3
George Wilkie	377	537	12	10
W. H. Lane	378	93	10	11
Stephen Pearce	379	74	4	8
James Moreland	380	46	11	8
Railway Commissioners	381	3	8	0
E. Goertz	382	63	0	7
James M'Nanemy	383	25	0	0
Henry Bell	384	238	1	2
Charles Beal	385	26	5	0
Hall and Alderson	386	1	6	10
D. L. Welch	387	1	5	0
Foss, Son, and Co.	388	51	18	8
O. S. Caracher	389	12	12	3
Old cheque .. .. .	....	0	6	6
		1,481 10 10		
Sum in Bank		£	1,275	7 2

WEDNESDAY, 13 NOVEMBER, 1861.

Present:—

Mr. ALEXANDER,	Mr. HOLT,
Mr. HARPUR,	Mr. SADLEIR,
Mr. HAY,	Mr. SUTHERLAND.

J. LUCAS, ESQ., IN THE CHAIR.

Alexander Menzies Brown, Esq., M.D., called in and examined:—

1074. *By the Chairman:* You have been for some time visiting surgeon to the Benevolent Asylum? For the last three years.

1075. You are aware that the committee propose to build a new Asylum? Yes.

1076. I presume that the present site is not at all suitable for that purpose? That is the general opinion, and it is also mine.

1077. Have you seen the proposed site at Randwick? Yes, I have examined the site carefully, and reported upon it.

1078. Have you sent in that report to the committee of the Benevolent Society? Yes.

1079. What is your opinion of the suitability of that site for an Asylum for persons of aged and infirm constitutions? I think it a most eligible site. I have found it suitable for children of tender years and of depraved constitution, and I have no doubt it will be found equally favourable for the old and superannuated.

Alexander
Menzies
Brown, Esq.,
M.D.
13 Nov., 1861.

Alexander
Menzies
Brown, Esq.,
M.D.

13 Nov., 1861.

1080. What would you think of a position upon the Parramatta River, if there were any place in that direction which could be obtained? I have been up the Parramatta River only once, and I cannot therefore speak from experience of its fitness.

1081. Of course if the institution were removed out of town it would necessitate the establishment of a depôt in Sydney? Yes, unavoidably.

1082. What is the greatest objection to the present building? Its closeness to the burial ground is, I believe, the greatest objection, but the building is in every respect unsuitable; it is too small and too old; to make it tenable would cost almost as much as to erect a new building.

1083. Are the rooms generally too low? They are too low, and much too small for the number of inmates we are obliged to accommodate.

1084. Are they badly ventilated? Badly ventilated.

1085. Are there not a number of females in the institution at present, who have gone there for the purpose of being confined? Yes.

1086. Do you think the Asylum at all suitable for that purpose? I think such establishments ought to be distinct; and such was the original intention I believe.

1087. Of course, under ordinary circumstances, it would be inconvenient to have an establishment for that purpose so far away as Randwick? Exceedingly; it would not answer the purpose.

1088. If the institution were established at Randwick, would not that necessitate the erection of a separate establishment as a lying-in hospital? In the city.

1089. In going through the Sydney Asylum recently, the Committee found in one ward thirty-six women, the mothers of thirty-six children, and some thirty or thirty-two aged and infirm females; do you not think it injurious to the health of the young that they should breathe the same air with the aged and infirm? It must be very prejudicial, but under present circumstances it is unavoidable.

1090. In consequence of there being no establishment for this class? Not a suitable one.

1091. I find, from a return of the number of deaths in that institution, that during the month of June, 1860, there were as many as fifty-six deaths; how do you account for that large mortality—in December it fell as low as five? I suspect that must have been in consequence of measles. We had a great number of deaths from that disease in the city.

1092. In the city generally as well as in the institution? In the city generally we had a number of deaths from that cause, among the young and tender.

1093. In the month of July I see there were twenty-seven deaths—was that in consequence of disease being prevalent in the institution? Influenza among the aged carried off a number; and measles also carried off a considerable number of the young. I forget the exact number of deaths from measles, but the disease was of a very malignant character.

1094. In consequence of the great number of aged persons in the institution the mortality would naturally be greater than in the city generally? At that time there were too many children crowded into one apartment; since then they have been removed. There has been a draft to the Destitute Children's Asylum of, I think, fifty.

1095. You have a great number of children from the age of twelve months and upwards still in the institution? Yes.

1096. Do you think it would be a great advantage to the children if they were removed from the Asylum to some other institution? A great advantage. About a year ago there was a draft of fifty sent to Randwick.

1097. There are still a great number left? There are more there now than there is accommodation for.

1098. There is a resident surgeon at the Sydney Asylum? Yes.

1099. Have you ever visited the Liverpool institution? No.

1100. Do you think it an advantage to have separate buildings for males and females? It may be an advantage to have two separate buildings, but I do not see what is gained by having two separate institutions.

1101. You think there might be two separate buildings managed by the same Board? Yes.

1102. In the same way as at present the one at Sydney and that in Liverpool are managed by one Board? I presume that might be easily done, and with advantage too.

1103. I see, from the return of the deaths, that in the year 1860 there were as many as 195 deaths in the institution, and by a comparison with previous years that is a very high rate—was that a very unhealthy year? A very unhealthy year; we must have lost some thirty or more—I forget the exact number—from measles alone.

1104. Taking the number of 195 out of the total of inmates, which in the two institutions is about 700, is not that a very large mortality? The mortality is very great.

1105. One fourth? I think you will find the mortality was very great in the city in that year in consequence of malignant epidemics.

1106. Do you think the site selected at Randwick is very desirable in consequence of its suitability to persons of aged and infirm constitution? I think so.

1107. *By Mr. Hay:* You seem to think there will be no necessity for having two institutions at a distance apart for the male and female inmates? That is not generally considered necessary in such establishments; they are more easily managed within one wall than when they are thirty or forty miles apart.

1108. Of course it would be more economical to manage them as one, and you do not think there is any objection to countervail that economy? No, I cannot see any.

1109. You would have separate buildings? Separate buildings, in order to keep the sexes separate.

1110. You think one institution at Randwick would be sufficient to meet all the requirements of the destitute? For the accommodation of all the inmates of both establishments.

1111. Have you ever gone over the land which was proposed to be devoted to the purpose of a cemetery

cemetery near Sydney, and on the Randwick Road? Between Randwick and Sydney; I know the situation very well; it is on the right hand side of the road going from Sydney, before you arrive at the Racecourse.

1112. Do you think that would be a suitable locality for an Asylum? I do not know where they could find a flat sufficiently extensive for an establishment of that kind.

1113. You think the sand-hills too abrupt there? I do not think it would be so suitable as the site now proposed at Randwick.

1114. The removal of the establishment to Randwick would entail the necessity of having an establishment in Sydney for the reception of the sick and for the purpose of administering out-door relief? I should imagine such an establishment would be indispensable.

1115. *By Mr. Alexander:* If there were a large building put up at Randwick, sufficient for the classification of the patients, do you not think that would be a great advantage in promoting the object of the institution? It would be very great.

1116. If the situation should be too exposed, is it not your opinion that a large building, such as that contemplated, would afford a screen or shelter to the aged and infirm? Yes, and I think that would be quite sufficient.

1117. Allowing even that the situation were ever so exposed? In this case the site is only exposed to the south, and it is sheltered even from the south by a ridge of hills; it is immediately behind Randwick, in the hollow. I understand the supply of water is good, and it has many advantages.

1118. Do you think, supposing the institution were still obliged to receive *enceinte* women, there could be any objection to their going to Randwick? I think that would not be desirable; I think the building is even now too far away, that it ought to be in a more central position.

1119. As a lying-in hospital? Yes, sometimes women give birth to children before they can be brought in to the Asylum.

1120. Sometimes they are two or three months in the institution before they are ready to be confined? Yes. I think it is objectionable to have such an establishment as a department in the Asylum.

1121. *By Mr. Hay:* You would not, in the erection of a new building, contemplate that it should answer that purpose? No.

1122. *By Mr. Harpur:* Do you not think it desirable that a large space of garden ground should be attached to an institution of the kind, for the purpose of employing the inmates, and of giving them access to a garden? I should imagine that that would be very essential.

1123. Are you aware that they have not access to the garden in any way at present? I am not certain; I understand that they are supplied with vegetables from the garden.

1124. Are you connected with the institution? I have been for the last three years.

1125. Are you aware that the inmates are kept in a yard, in a state of compulsory idleness? Are you speaking of Liverpool?

1126. Of both institutions? I have not visited Liverpool, but probably it is too much the case in both places.

1127. Do you not think it is desirable that some employment should be given to these people? There are a number of young women who might be able to do something.

1128. Is it not both morally and physically injurious to these people to keep them in this state of idleness? Yes.

1129. Do you not think this compulsory idleness must have an injurious effect upon the physical health of these people? If not injurious, at all events it is not necessary that they should be idle.

1130. It is said to be a great torture in a prison, for instance, and I should think it could scarcely have any other effect in a Benevolent Asylum? I imagine that the people talk to each other, and employ themselves in various ways.

1131. You are aware that the aged inmates belong chiefly to a class who from early life have in the habit of smoking? Yes.

1132. I believe they have only a small quantity of tobacco allowed them? I know that they are supplied with tobacco.

1133. A small quantity, but they are not allowed to supplement that quantity or to obtain a larger supply by work? I know a great many do smoke, and that it is not objected to.

1134. It was a general complaint at Liverpool, that the men had not a sufficient supply of tobacco, and they stated that they were very willing to work for it—I presume you are not a smoker, but you must have observed that it is a great punishment to those who have been long in the habit of smoking to be short of tobacco? Yes, I imagine it must be.

1135. Especially in the case of old people in such circumstances as these? Yes. I have never understood that they were denied their tobacco in Sydney; of the Liverpool establishment I cannot speak.

1136. Do you not think it would be an advantage to them, not only in point of health, but of its moral operation, if they were allowed to do any little work which would enable them to obtain a supply of tobacco? I should not object to that.

1137. Do you not think it would have a beneficial effect in training and disciplining their minds, if they found they must work in order to obtain the means of gratifying their proper desires? I think many might be employed who are now idle.

1138. Do you not think a garden would be a means of giving them light employment? Yes; I should imagine it would.

1139. And that access to the garden would also have a cheering effect upon the mind—would it not be much better than to confine them to a prison-like yard? They ought to have access to a garden or recreation ground, and some might be employed in cultivation.

Alexander
Menzies
Brown, Esq.,
M.D.

13 Nov., 1861.

- Alexander
Menziés
Brown, Esq.,
M.D.
13 Nov., 1861.
1140. *By Mr. Holt:* To what do you attribute the great mortality in the year 1860—was it chiefly owing to a great number having been crowded into a small space, to a want of fresh air, or to natural causes? Partly to those causes; but the mortality was very great in the city in that year. The influenza and measles carried off a great many.
1141. I am aware that the general mortality was very great; but the number of deaths in the Asylum were out of proportion to those which occurred in the city? The imperfect ventilation and crowded state of the building were unavoidable.
1142. But the great increase of mortality in the Benevolent Asylum, over the increase in the general population, was attributable to those causes? Partly to those causes. The disease was much more malignant than that prevailing in the city, but the mortality was great.
1143. Which was in consequence of those causes? Yes.
1144. You have given it as your opinion that it would be beneficial, in a sanitary point of view, if the inmates of the Asylum were to have access to the garden? Yes, besides giving them employment.
1145. Are there many able-bodied persons in the Asylum—that is, persons who are able to do light work in the garden, such as weeding? Many of the young females, within two or three months of their confinement, are in a state that would enable them to do work of any kind.
1146. Are they not employed? I believe the young women are employed, but not so regularly as they ought to be, in laundry duties. I understand that they are liable to be called upon to do duties of that sort.
1147. They have no regular employment? No; only occasional.
1148. Do you not think these young women acquire idle habits by this compulsory idleness, as Mr. Harpur terms it—If persons confined in an establishment of this kind are not allowed to work, does it not unfit them for future service? It ought to exercise an influence of that sort.
1149. Must it not necessarily have that effect? I should imagine so.
1150. Do they grow their own vegetables at the Benevolent Asylum? They have a garden for that purpose; and I understand the establishment is supplied from the garden.
1151. They do not purchase any vegetables? I am not aware of that.
1152. Would it not be beneficial if the old men were employed in working in the garden, in growing vegetables? Those who are able; very few of the aged are fit to move about; many are confined to bed—bed-ridden.
1153. I do not know the ages of the paupers in the Asylum, but many are able to work—a large per centage? They would be able to do something.
1154. Light work, such as digging in the garden or weeding? Weeding they might; there are no able-bodied men in the Sydney Asylum.
1155. *By the Chairman:* The Committee found, in going through the institution, that the itch was among the children—that there was scarcely a child who was not troubled with it; and the nurse told us that it had been more or less in the establishment for two years? I am not aware that that is the case; some two years ago we had itch raging in the establishment, from the inattention of the resident officer. Even the honorary physicians were ignorant of the fact till they discovered it by personal observation.
1156. Almost every child in the institution is troubled with it, more or less? I know everything was done to remove it, but it is possible a few among them may be affected, more or less. I have examined them within the last few months, and I think there were some thus affected at that time. They were separated, and submitted to various modes of treatment.
1157. In examining the wardswoman in the children's ward we found that all the children were washed in a large tub, and in the same water; I presume if that is the course adopted the itch is not likely to be driven out of the institution? That would not hasten its removal certainly. There is plenty of water there, and the bath is large enough.
1158. *By Mr. Hay:* A bath with a cock would be most suitable? It is supplied in that way.
1159. *By the Chairman:* The wardswoman, in answer to a question of mine as to how often the water was changed, stated that the whole of the children were washed in the same water, as, in consequence of her having no assistance, it was impossible to bring sufficient water up-stairs to allow of her changing it. If that is the course pursued I presume it is not likely that the itch will be got out of the institution? It is highly improbable, if that is the fact.

William Bland, Esq., called in and examined:—

- William
Bland, Esq.
13 Nov., 1861.
1160. *By the Chairman:* You have been many years visiting surgeon to the Benevolent Asylum? Yes, upwards of forty years.
1161. Ever since its first establishment? From its first establishment.
1162. You are aware that the committee have in contemplation the erection of a new building? Yes.
1163. You have heard, I presume, that they have selected a piece of ground at Randwick, near the Destitute Children's Institution? Yes, on the south side of the road. (*The witness referred to a map shewing the proposed site.*)
1164. Do you approve of that site for persons of aged and infirm constitutions? I think, with a little arrangement, it might be made very good indeed—an arrangement that would be very easily accomplished.

1165.

1165. Will you oblige the Committee by describing the arrangement you would suggest? The wind you have to dread is the south, or more particularly, the south-west.

1166. There is a range of hills which protects the site from the westerly winds, but it is open to the south? Old people and children cannot bear intense cold—that is to them exceedingly offensive and injurious; but it would be an easy matter to obviate that objection, if it were not thought too expensive—by raising a wall some ten to twelve feet high, to protect them from exposure to the south, and to the west, if the range of hills does not extend far enough to effect that purpose. In that way the aged inmates could have a “constitution” walk, as well protected as they could require.

1167. Might not that be effected by planting trees? Yes, but not so well, though I think both the wall and the proposed plantation might, with a little care, be had recourse to with great advantage; the one as a protection from the wind, the other from the sun.

1168. The present institution is not at all calculated for the number of applicants? No, not unless you greatly increase the buildings; it is crowded. There is one remark I would make, if I may be permitted to do so—you may remove to this spot, it may be very healthy, and may answer every purpose you desire, but if anybody, or any number of persons, were to be allowed to convert the land in the neighbourhood into a burial ground, the case would be quite altered, the evil being greatly enhanced by the sandy character of the soil. We have a cemetery, also in a somewhat sandy soil, at the back of the present Asylum,* and it is the most offensive thing that could possibly be. I have observed, both early and late, more particularly when there has been a little dew falling, the offensive smell from it, as far away as Campbell-street, which is some hundred yards from the burial ground, and the malaria would reach even beyond that.

1169. *By Mr. Sadleir*: Particularly after rains? After rain or after the falling of the dew, though I question much whether the malaria from such a cause is not equally injurious and dangerous, even when it, from some peculiar state of the air, ceases to be perceptible to the smell.

1170. *By Mr. Holt*: Do you not think for aged persons it would be desirable to have a site more inland, rather than close to the sea; for instance, some place along the line of the railroad, to which they could have been conveyed more cheaply? Where would you propose?

1171. I would not propose any particular spot—say Petersham or Newtown,—I ask the question whether, in a sanitary point of view, it would not be beneficial to the health of aged persons to be more inland rather than so near the sea? The only objection is the exposure to southerly winds; the proposed site is a considerable height above the ocean, and at a tolerably fair distance from it, and I should not therefore object to it as being near the sea. One advantage would be lost by having the building away from town—the supervision of the public eye. As to the healthiness of the site, the site upon which the Asylum now stands was, within my recollection, perfectly healthy; nothing could be more healthy than the south end of the town, till the shambles and the cemetery were established there, together with other objectionable matters which sprung up by degrees afterwards.

1172. *By the Chairman*: A great number of females go to the present institution for the purpose of being confined—do you not think there ought to be a separate institution for that class of paupers? That would, I think, be a question of convenience rather than one of a sanitary bearing.

1173. In a sanitary point of view would it not be better to have the institutions separate? If the wards were sufficiently extensive to receive them, and there were a fair share of air for every patient, I do not think there would be much objection to these cases being received. The importance of good ventilation is now only beginning to be clearly understood. In the airing Dr. Dick informs me that a space containing 600 cubic feet of air is allowed to each man in barracks, and double this space, or 1,200 cubic feet, in hospital, but even that would not be sufficient unless due attention were paid to ventilation.

1174. The Committee found in one ward thirty-six children with their thirty-six mothers, and thirty or thirty-two aged and infirm females? There is not a ward in the establishment that could bear that number without the most destructive consequences.

1175. Do you not think it very objectionable to have infants and very aged persons in one ward, breathing the same air? I do not know as to the breathing of the same air, so that the supply of fresh air was sufficient, but it may be distressing to aged persons to be disturbed by children.

1176. Do you not think it likely to affect the health of the children? I think the crowded state of the ward must be very injurious, and whatever space you may have, without careful attention to ventilation there can be no safety. There is an extraordinary neglect as regards the ventilation of public buildings in this country, and I believe also in England, but in England they are now beginning to do something.

George Walker, Esq., M.D., called in and examined:—

1177. *By the Chairman*: You have been for some time visiting surgeon to the Benevolent Asylum? For the last eighteen months I have been one of the visiting physicians.

1178. You are aware that the committee propose building a new institution, and that they have selected a site near Randwick? Yes; I know the site.

1179.

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Bland, Esq.

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George
Walker, Esq.,
M.D.

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* *Revised*:—And which is accompanied with many of the offensive and injurious consequences that might be expected from such a cause.

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1179. Do you think it is suitable for persons of aged and infirm constitutions? I see no objection to making use of the proposed site; but I heard one of the gentlemen of the Committee ask Dr. Bland a question which has rather led me to alter my mind upon the matter. I think it desirable, if the establishment be removed out of town, that it should go more inland—to Burwood or Canterbury.

1180. What is your opinion of the Parramatta River? I know that to be very healthy, because I lived there for some time.

1181. If the institution were removed out of Sydney, of course it would involve the necessity of having a depôt in town? No doubt.

1182. Supposing the institution were on the Parramatta River, and a depôt were established in Sydney, would it not be convenient to have a boat for the purpose of conveying stores and persons desirous of being admitted to the institution? I think it would be desirable to keep away from the water on all occasions, even travelling occasions; near the railway would I think be better.

1183. Generally when you get near the water, drainage is easy? I think, looking to the class of people who are inmates—the aged and infirm—it would be desirable to keep away from moist air.*

1184. That would be one of the chief reasons why the proposed site at Randwick should not be adopted? I should prefer the neighbourhood of Burwood or Canterbury.

1185. Or Petersham? Or Petersham; anywhere inland.

1186. Then if a depôt were established in Sydney, would it not be desirable that it should be erected on a portion of the ground occupied by the present building, that being so convenient to the railway terminus at Redfern? I think a very small depôt would be required. I do not suppose there would be a dozen inmates at one time waiting for transmission.

1187. A depôt would be required for the purpose of relieving the temporary wants of these people—for the distribution of out-door relief? Yes, an office.

1188. A great number of persons receive out-door relief; I think in one month the number amounted to 2,800? Yes.

1189. Of course it would be necessary to have a depôt for that purpose? That could and should be under the supervision of a mendicity officer, the same as in London.

1190. What is your opinion of the site of the present building? The sooner the building is burned down the better; it is the most unhealthy place I have ever been in of the kind, and I have been in a great many.

1191. Is it very much overcrowded? Very much overcrowded; and if it were not for the extreme attention of the house surgeon and the other officers it would cost more for coffins than the place is worth.

1192. Were you visiting physician in the institution at the time of the great mortality there? In 1860?

1193. In 1860? I was; when the measles and influenza broke out.

1194. I see from the returns that during the year 1860 there were 195 deaths, and in one month 56? I can account for the mortality, as, in consequence of the nearness of my residence to the Benevolent Asylum, I was enabled to visit that institution more frequently than the other medical gentlemen of the establishment, and was there frequently three times in a day. In one ward there were eighty children lying on the floor with measles. A great deal of the mortality was attributable to the bad constitutions and probably vicious habits of the parents; a great deal was no doubt also attributable to the want of proper ventilation, and at the time there was no resident surgeon. Dr. Aitken was doing the duty. The mortality was very great, but it was very great in private practice also, not only among children, but among aged people, who were attacked by influenza, which at that time was raging. I may however state that the return of the mortality in the Asylum is not a fair return of the Asylum mortality, as I have known people to be brought to the steps of the institution, and to die before they could be carried in. These have all been entered as died in the institution.

1195. Cases of that kind have not been confined to this one year, but may occur in any year? No doubt.

1196. *By Mr. Sadleir*: The mere removal of an infirm old man often kills him? Yes, very often. It doubtless would do so in a very infirm patient. We have had many sad examples.

1197. *By the Chairman*: You are aware that the itch is in the institution? I am not aware that it is there now. I believe itch has been banished ever since the present resident surgeon has been in charge. I have asked him particularly to examine the patients for this disease. I have not seen a case of itch in the establishment for three months, and I have visited it four times a week.

1198. Do you examine the children very often? I do.

1199. It has been stated in evidence that a large tub is filled full of water, and that the whole of the children are washed in the same water? I was not aware of that. I believe that there is a cock over the cask, and that the water has only to be turned on to obtain an abundant supply.

1200. The water is not laid on in the children's ward? I think it is; it is laid on on the landing, and I was under the impression that it was laid on there.

1201. That arrangement of washing all the children in the same water is not a very good one? Certainly not; cleanliness is next to godliness.†

1202.

* *On revision*:—Drainage is always easily managed from an institution erected on elevated ground.

† *On revision*:—This is not a fair question to put to a medical officer who works for the institution night and day gratuitously.

1202. *By Mr. Alexander*: Have you not often attended the meeting of the committee? I have attended several times. I have not been a regular attendant, because I do not feel called upon, as we, the honorary medical officers, are to give up a great deal of our time to the institution in the performance of our professional services. George Walker, Esq.
M.D.
1203. Most of the gentlemen of the committee pay a great deal of attention to the requirements of the institution? Some of the committee do, but not professionally, or in their medical capacity. 13 Nov., 1861.
1204. You have been sometimes to the meetings? I have been frequently.
1205. Have you known many of the persons who have applied for out-door relief? I have been complimented by the committee upon knowing all the blackguards in the city. I have been much amongst the poor, and consequently know those who poach upon charity.
1206. What is the course the committee generally take in those cases? You mean with reference to bestowing out-door relief?
1207. Yes? In most cases the applicant brings a letter from a clergyman, or from some respectable party; or perhaps a member of the committee is aware of the circumstances of the case. In many cases the applicants are refused, being known as drunkards or disreputable characters; but I consider that that part or portion of the charity is excessively abused. I have many patients in the neighbourhood, who keep public-houses, and I have heard from them that, in many cases, when parties draw their rations from the Asylum, the first thing they do is to step into a grog-shop and seek to barter them for drink.
1208. Have you given this information to the committee? Yes; I have mentioned it.
1209. What is the course the committee have taken? They have been very guarded in dispensing this charity, but it is very difficult to bring information of this kind to bear upon individual cases. So far as the committee are concerned they are perfectly blameless.
1210. You do not think they can exercise greater discretion? They exercise the greatest discretion.
1211. What objection have you to the site at Randwick? To its being too near the water, and the bleak winds coming over the swamps I think would be detrimental. Another reason for preferring an inland situation is the great advantage I have known to be derived in many cases of chest disease by persons going inland.
1212. Do you not think if an extensive stone building were erected, or if the site were planted with trees, your chief objection to Randwick would be removed? I look at the question from many points of view, and I think it would be more difficult of access than Burwood or Ashfield; provisions could be sent to either of the latter places more easily; the land is also better, and a better garden could be had, more vegetables could be grown, and the health of the patients would be much improved by a more liberal vegetable diet.
1213. You are aware that, as far as the garden is concerned, they are able to grow scarcely anything at the present place? Yes; I believe some beans have been put in, but* they have never come up. They can grow nothing but pumpkins—so I am told.
1214. Are you not aware that the burial-ground at Randwick is not much used? I am not aware of that fact; but I believe the other is still very much used, and I consider it a perfect pestilence.†
1215. *By Mr. Holt*: At the Benevolent Asylum? Yes. The sandy soil is a perfect filter for the juices of putrifying corpses; and during wet weather, the land of the cemetery being rather higher than that on which the Asylum stands, the water filtrates through, and washes portions of the decomposed bodies down to the Asylum. When I first visited there I found that after rain the place beneath was flooded, and the cook told me that it took a man all day to bale out the place; that he baled out 250 buckets of water. At length a representation was made to the committee, who ordered Mr. Mansfield to have a drain made to conduct the water away, and the place has been better since; but before that there was a well in the kitchen into which this water ran, and the smell arising from it was most offensive—most horrible. On one occasion I had to report to the committee upon the state of ventilation of the little room over the dispensary, used as a ward for the sick children. I believe it was a subject of remark when this Committee visited the institution, and I may state that the closeness they observed was not caused by want of cleanliness, nor of sufficient ventilation, but by the smell from the cemetery and from the water-closets in the rear. The room is well ventilated, is about 16 feet by 23 feet, contains four large windows, and has a deep air shaft or staircase communicating with it. (*The witness handed in the report. Vide Appendix A.*)
1216. You say that Petersham or Burwood would be a better site than Randwick—what are the grounds of that opinion? I cannot give you a better illustration of the good effect of removing the institution than Tarban Creek. Look at the health of the people there—and there are a good many aged people there—they have no bronchial diseases, no winter coughs. I ought to speak with some degree of confidence with reference to that site, for I was there fifteen months as assistant surgeon.
1217. You might not be able to get so good a site as Tarban Creek? I think Petersham or Burwood better adapted for aged people or young children who require very great care.‡
1218. How do you account for the good health of the children who are now at Randwick? They are certified to be free from disease before they are admitted to the place. In Sydney people

On revision:—They never came up, to my knowledge; but this is hearsay, as I am no gardener.

† *On revision*:—If the Government requests a statue of immortality let it close the city graveyards.

‡ *On revision*:—I do not possess an inch of land in the Colony, and can have no object in misleading you.

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people come into the institution saturated, I may say, with disease, with broken-down constitutions, the result of different forms of vice—syphilis and many other diseases have to be contended with. Dr. Brown, the medical officer at the Destitute Children's Asylum, does not allow a single child to be admitted unless it is certified to be free from every sort of taint; and then the excellent ventilation and treatment the children have is sufficient to keep them in good health.

1219. Your only objection to the site at Randwick is its exposure to the south-west wind? And to the north-east wind also, which is a very trying one.

1220. Do you not think the shelter the inmates would receive from the building itself would be of very great value? Yes, but it would be a very long time before trees would attain a sufficient growth to afford much shelter.

1221. *By Mr. Harpur*: You are the medical visitor? Yes.

1222. Do you receive any stipend? No; the honorary medical officers visit gratuitously night and day, if called upon.

1223. Are you aware under whose care the children are placed, especially in the hospital—are there not mistresses in the schools? There are schools both for the Protestants and the Roman Catholics, and I presume the mistresses of those schools are the guardians of the children for the time being, but the whole of the sanitary arrangements of the establishment are under the resident medical officer.

1224. Then with reference to the health of the children, would you make inquiry of the schoolmistress? No; of the doctor.*

1225. It would not be the duty of the schoolmistress, or of any other person in charge, to report to you the existence of itch among the children? I go into the schools and see the children.†

1226. The schoolmistress has never reported to you on any occasion that the children have the itch? I have seen the itch, I may say in the most loathsome form, among them, but not lately; in fact, it was so bad in the institution that both the master and matron were affected by it.

1227. I suppose you are not aware that the schoolmistress exhibited to the Committee some of the children who were in a very bad state? Not from the itch, I am perfectly sure; they are suffering from a skin disease, but it is not the itch; it is a kind of scab, a form of ring-worm or porrigo. It is in a very great measure owing to tainted constitution, but probably it is aggravated by a want of sufficient vegetable food.

1228. Of course I shall not presume to dispute with you upon a professional question; I am only using the name given to the disease by the schoolmistress? Of course she is not a professional person; I know that there is a good deal of skin disease among the children, but it is not the itch, and is not infectious.

1229. *By Mr. Sadleir*: What is done with the children's clothing—do they continue to wear the clothing in which they are admitted, or is it taken off when they enter, and washed? I do not know; the proper person to ask that question would be the master or resident surgeon; I cannot be there for ever. I think there is a suit of clothes provided for each of the children, but I do not know that of my own knowledge; I believe the disease was communicated, in the first instance, in consequence of the extreme neglect of the resident medical officer, who did not obey the orders of the honorary visiting medical officers. Dr. Burgon was one who told him to keep the children, who were affected by the disease, secluded from the others, but he allowed them all to mix together, and the consequence was that the disease became fearful, and caused a great deal of trouble.

1230. As the institution is so much crowded, do you think it would be desirable to put up a temporary wooden building, as is sometimes done in similar institutions at Home? It is really a very difficult question to answer—there are so many things to be done; but I prefer not to spend a sixpence upon the present building in Sydney. I think a lying-in institution ought to be quite separate. There is a building opposite my residence—the old Sugar Works in Liverpool-street—which might easily be converted into a lying-in institution *pro. tem.* The objection to having two buildings is on the score of economy, that it would necessitate two sets of officers; but I think this might be managed with the present officers.

1231. My idea was, that a temporary building might be put up for two or three hundred pounds, in which the sick might be placed, to separate them from the other inmates? There is very little sickness.

1232. *By Mr. Holt*: My question as to the site at Randwick chiefly had reference to whether you did not consider that for aged persons sea air is very injurious? The best way in which I can answer your question is by giving an illustration:—If I were attending a person having a delicate chest I should not recommend him to go to Manly Beach, but to Burwood, or some inland place; I think the air at Randwick is too keen—too much charged with moisture.

1233. For a permanent institution you would think it desirable and advantageous to go inland? Yes, but not too far.

1234. Would Liverpool be too far? I have never been there, but I think it is too far.

1235. What is your opinion of Newtown or Petersham? I would prefer going a little further; at Burwood or Canterbury the scenery is more beautiful, and that would be an advantage.

1236.

* *On revision*:—I never obtain my professional information from nurses.

† *On revision*:—In professional matters I only recognize the resident medical officer, and to ask information from any other person, would be, in my opinion, an insult to him. He is a gentleman, and ought to be acknowledged as such.

1236. Are you aware that the people are not allowed to work in the Asylum? I know they are not compelled to work, but I am not aware that they are prevented from working. Very few of the people in the Sydney Asylum are competent; they are nearly all paralysed; there are only three or four who are able, and I think one of them is employed at the gate, and the others assist in various ways. There are several young women who might be advantageously employed in making clothing for the inmates.
1237. Do you not think some of the patients might be employed in the garden, in weeding and other light work? The class of people generally in the Asylum are the paralysed, the imbecile, fatuous, or insane. That is another point; there ought to be a ward for insane people.
1238. Are there insane people in the Asylum? Yes.
1239. Only temporarily? Yes; but one insane person in a ward will keep the whole of the inmates awake all night, besides the danger.
1240. You think one great cause of disease is the want of vegetables? Yes. I do not find fault with the dietary scale, but it should be more varied; at present all the food is boiled, and the cooking arrangements could not be altered in that institution without the outlay of a great deal of money; but if there were a new building erected, it would be desirable to have proper cooking apparatus for baking as well as for boiling; there should be attached to it a good garden, in which enough vegetables might be grown for the wants of the institution; there might also be a piggery, where the refuse would be eaten up—and there is an immense deal of refuse—and the manure would be of great value to the garden. By these means the health of the patients would be very much improved. There would be this one advantage in erecting a building on the banks of the Parramatta River, that the air is not too bleak, and the children would have the benefit of salt water bathing, which would be of great service to those who were suffering from wasting disease.
1241. Do you not think fresh water bathing would be more beneficial? I think, for medical purposes, salt water is the best.
1242. *By Mr. Hay:* You would not necessarily select the same situation for boys and girls that you would for aged people? I think they could all be under one establishment.
1243. Would not a cold harsh breeze that would be health to a lively, vigorous boy or girl, be death to an aged person? Yes; it would pinch them to death.

George Walker, Esq.,
M.D.
13 Nov., 1861.

ADDENDUM.

Suggestions.—Close the cemeteries immediately, and begin a new building as soon as possible, after having well considered the probable site. The cemeteries in the neighbourhood of the present Sydney Asylum are a disgrace to humanity, and a source of pestilence to the city.

A smaller committee of management, principally under the superintendence of the Government; allowing one clergyman of each denomination to sit as director, and one or two resident laymen as associates; the medical men to be *ex officio* members of committee; the Registrar General and Health Officer to be members and directors by right.

Pay a good stipend to the resident medical officer, and make him absolute and chief superintendent, subject to control of the Government, the board of directors, and the medical officers.

The introduction of magisterial authority and discipline are advisable.

The removal of the establishment from the city is absolutely needed. It is useless to try and effect a reform in abandoned characters, whose first introduction to the garden of the Asylum would be a present of a gin-bottle over the fence.

Good salaries for all officers occupying positions of trust; the work is heavy, and the responsibility considerable.

I beg to suggest the examination of Dr. Campbell, Superintendent of Tarban Creek Lunatic Asylum, as to the proposed site. From his position as a Government officer and former physician of your Asylum, from his position as an erudite scholar, and from his published essays on "Climatology and the Winds of the Colony," his information would, in my opinion, be valuable.

APPENDIX.

453, Pitt-street South,
Sydney, 8 February, 1861.

Sir,

With reference to a minute of Committee received by me, respecting some fault in the ventilation of the nursery of your Asylum, I beg to state that the said nursery measures about 16 feet by 23 feet, contains four large windows, and has a deep air-shaft or staircase communicating with it. The inmates at present are not numerous, and are frequently reduced to four in number. No death has occurred in this ward during the last ten weeks; and I am satisfied that the noisome smell complained of has its origin in the laundry or "smoky hay," and in the adjacent cemetery.

I am convinced that the matter of ventilation cannot be left in the hands of a more competent gentleman than our present house surgeon. He suggests, and the idea is a good one, that the gratings be transferred from the interior to external apertures of the ventilators of the wards. It is extremely desirable that a more commodious and healthy ward should be apportioned to the suckling women. I am persuaded that the infantine mortality would be largely diminished if No. 2 ward was appropriated for this purpose. It is advisable too, that some cooking apparatus especially devoted to the preparation of infants' food be provided.

The Hon. G. Allen, M.L.C.

I am, &c.,
GEO. WALKER, M.D.

Joseph Burgon, Esq., called in and examined:—

1244. *By the Chairman:* You have been for some time visiting surgeon at the Benevolent Asylum? Yes; upwards of seven years.
1245. Will you look at that plan (*referring to a plan shewing the proposed site for a new Benevolent Asylum*)? I know the locality.
1246. You are aware that the committee are about to build a new establishment? So I have heard.

Joseph Burgon, Esq.
13 Nov., 1861.

Joseph
Burgon, Esq.
13 Nov., 1861.

1247. Have you examined the proposed site? I have.

1248. Do you think it suitable for aged and infirm constitutions? The only objection I have to it, as I reported to the committee at the time I examined it, is its exposure to the south, which renders it, in that respect, unfitted to aged people.

1249. Have you found, in attending the present establishment, that a severe change of weather, after a hot to a southerly wind, seriously affects a number of the inmates? Materially. After a southerly wind we have more deaths among the aged and infirm than at any other time; it was that which induced me to report as I did.

1250. You reported unfavourably as to the site? Not unfavourably as to the site; the question was not whether this was the best of several sites, but whether it was suited to the purpose?

1251. As you find the southerly wind has an injurious effect upon the inmates of the present building, do you think if the establishment were removed to the proposed site at Randwick it would be equally injurious? I think it would be injurious to aged people.

1252. You heard the evidence that was given by the last witness—are you of his opinion, that it would be advisable to erect an institution inland? I can only give an opinion if you point out the site.

1253. At Petersham? There are many parts at Petersham that would be eligible; many that would be ineligible.

1254. Burwood? Many parts of Burwood would be good, and many bad.

1255. What would you think of Ashfield? At Ashfield, as you get higher up, more along the Liverpool Road, I think a good site might be found for an Asylum of the kind, not too low down—not too near the water.

1256. You think a site might be found along the Liverpool Road? Yes; but I could not give an opinion without you gave me the particular site.

1257. You would like a high situation? Decidedly.

1258. You think many sites might be found along the line of railway running through Petersham, Ashfield, and Burwood? Yes.

1259. Do you think more eligible sites than the proposed site at Randwick? That is a simple matter of comparison; if you point out the site you propose I shall be able to express an opinion.

1260. Upon any high lands in the localities you have named? Provided you had a place sufficiently high to get out of the damp atmosphere, and were secure from the southerly winds, I should say it was more eligible, decidedly. You find a marked difference as you get in the lower ground; you get warmer, instead of colder, as you ascend.

1261. There were a great number of deaths in the Sydney Asylum in 1860; I find that in that year there were as many as 195; something like a fourth of the inmates? There were a great many deaths in that year, and there were many causes for it.

1262. I believe there was also great mortality in the city? There was great mortality in the city, in private practice; larger I believe than in any previous year in the city.

1263. Measles raged at that time? Yes.

1264. And scarlatina? Not scarlatina. Influenza and measles were coincident, and we had scarlet fever two months afterwards.

1265. What is your opinion of the present site? I think it has been made bad; the site in itself is good enough. Any site you may select, however good, will be made bad, if you allow it to be surrounded with nuisances.

1266. Are you aware whether the itch is in the institution? I think there are a few cases; if I were to say seven I should be outside the number.

1267. You know that there are a few? Yes. I may state, as I heard the question put to one of the medical gentlemen who were examined, that one of the chief causes of the continuance of the itch in the Asylum is that the clothing is not destroyed. They will not part with the few rags brought in by the children, as there is no clothing provided for them; and as you are aware we cannot compel, we can only advise. The clothing ought to be destroyed in all such cases.

1268. Are you aware that the whole of the children are washed in the same water? I heard the question asked of a previous witness, and I may state that there is a tap for the water to come into the bath.

1269. Not into the bath in the children's room? No, but to the bath in the passage; therefore the statement that all the water has to be carried upstairs is not true.

1270. Do you think it desirable that so many children should be washed in the same water? No, but I see no reason why they must be; there is a plentiful supply of water, and it has only to be conveyed from the passage to the children's ward.

1271. While that system is pursued of bathing all the children in the same water, is it possible to expel the disease from the institution? I do not think bathing would have the slightest influence in that respect. The itch insect will not come out on the application of water; it will remain in its hole in the skin. I think it depends more upon the clothing; the insects remain in the old clothing, and are thus communicated from one to another.

1272. I suppose the present building is not at all suitable for the number of inmates? It is very much too small; we are obliged either to admit or to refuse applicants; we cannot refuse them, as there is no other place for their reception; and if we admit them we are over-crowded.

1273. Are the wards too low and badly ventilated? I have seen many similar buildings worse ventilated; I think everything we can do is done; we cannot build palaces for these people; we do all we can.

1274. A great number of females come to the institution to be confined? Yes.

1275. Do you think it desirable, or that it ever was intended, to have this class of persons

in this institution? I do not think it ever was intended to receive this class of persons into the Asylum; but the question is whether we are to allow them to be delivered in the streets, or to take them in? Joseph
Burgon, Esq.

1276. I am speaking of the desirability of having the two institutions in one—would it not be well to have the Benevolent Asylum kept for the aged and infirm, and to have a separate institution for lying-in cases? The women come to us as paupers; and to have a separate institution for them would be only, so to speak, for the purpose of classifying paupers. 13 Nov., 1861.

1277. Do you think it would be desirable to have a separate institution for that class of paupers? I do not see that any advantage would be gained by that.

1278. Of course if an Asylum were built out of the city it would entail the necessity of having a depôt in Sydney, to receive cases, and also for the purpose of supplying out-door relief? We should require more than a depôt, for many of these people come in actually in labour; there must be a bed or two for such cases, as we could not send a woman in labour up to Burwood or Ashfield; others come in in *articulo mortis*, and die on the steps, or within an hour of coming into the building.

1279. So that if a new building should be erected out of town, it would be necessary to have at least two or three wards in Sydney? There must be a house with limited means in Sydney, or at all events within a reasonable distance.

1280. Do you think the position of the present building sufficiently central for the immediate suburbs of the city? I have never found any difficulty in its working. I have never heard any complaints of the difficulty of getting to the Asylum.

1281. It came out, in the course of the evidence taken at Liverpool, that the inmates of the Asylum in that place had no vegetables? They have no garden there.

1282. They have a very nice garden, but the inmates do not even have potatoes? I know it was the subject of conversation at one of the committee meetings, and a Roman Catholic clergyman who was present spoke of the small accommodation they had there.

1283. Do you not think it would be much better if the committee were to allow them to have more vegetable and less animal food? I do not know that the scale at the Liverpool Asylum is different from ours, but they should clearly be allowed vegetables. I should say if they have the same proportions that we allow in town, they have a very fair proportion, and a very good ration.

1284. As a medical man, I presume you find a great want of different wards in which to classify your patients in the Asylum in Sydney? No, I have not much trouble in that way; the patients are much of the same class—worn-out people, lying-in women, and children.

1285. The Committee saw in one ward called the infirm ward, I think, thirty-six children, with their thirty-six mothers, and either thirty or thirty-two infirm and aged women? That ward was not originally one, but was separated by a partition, and access was had to the lying-in ward by another entrance and staircase. At present the two wards (lying-in and infirm) are divided by a large room, in which cooking is conducted, and in which the nurse sleeps; but for the convenience of infirm patients, and from a desire to save expense, by having one nurse instead of two, the partition was removed.

1286. You do not think it necessary that there should be a separate institution for lying-in women? No, I think it is merely multiplying the expense; I do not see the necessity of dividing them, proper appliances being given. We have never found the children suffer by their proximity to aged persons. There are some very beautiful children in the Asylum, and it is not sufficiently borne in mind that some of the children who are brought in have been lying exposed to the air for a night, who are put down as "Died in the Benevolent Asylum," would have died if they had been taken to Queen Victoria's palace, and had fifty nurses to wait upon them. That under such circumstances the child lives—that it struggles on—is the mystery, not that it dies. If these cases were taken out of our report of the mortality the number would be materially diminished. For the last three or four months we have not had more deaths there—even with the aged and infirm people we have—than would be a fair proportion of the general population of the city.

THURSDAY, 14 NOVEMBER, 1861.

Present:—

MR. HARPUR,	MR. SADLEIR,
MR. LOVE,	MR. SUTHERLAND.

J. LUCAS, Esq., IN THE CHAIR.

James Robertson, Esq., M.D., called in and examined:—

1287. *By the Chairman:* You are a medical practitioner in the City of Sydney? Yes. J. Robertson,
Esq., M.D.

1288. And have been so for a considerable period? Yes.

1289. Are you aware that this Committee have been appointed to inquire into the state of the Benevolent Asylum? I am. 14 Nov., 1861.

1290. One of the great objects of our inquiry is, with reference to the suitableness of the intended site for a new institution, and you have been summoned to give your opinion as to its desirableness for persons of infirm and aged constitutions? I know exactly the position of the Destitute Children's Asylum,* and I do not think you will find a colder place than that within the same distance of Sydney.

1291.

On revision:—After "Asylum," insert "and generally the adjoining land on which it is proposed to build the Benevolent Asylum."

- J. Robertson, Esq., M.D.
14 Nov., 1861.
1291. Evidence has been given here by some medical gentlemen with reference to the site, and one in particular says he should prefer going inland some short distance—for instance, to Petersham, Ashfield, or some similar locality? I am not prepared to give an opinion as to the best position, for it would require a considerable amount of investigation to enable me to say which is the best site in the neighbourhood of Sydney; to answer a question of this kind, off-hand, without giving it a good deal of consideration, I do not think would be wise.
1292. What is your opinion then of the proposed site? I believe this neighbourhood is exceedingly healthful for the middle-aged, robust, or young; but for infants or aged persons I think it is a very cold place. In the term young I do not include infants, but children, say from two to three years old.
1293. You think it is suitable for them? There is not much objection to it. The children in the Destitute Children's Asylum are very healthy; but they are much subject to chilblains, and this is a sign that it is a cold place even for those who are vigorous, and do not suffer under the same disadvantages as the aged and infants, who are not able to maintain their own heat in the same way as young and middle-aged people are.
1294. Then the Committee gather from your remarks that you think this would not be a most desirable site? I think it would be an undesirable place, for it is not only a cold, but a cold, windy place; and it is pretty well known that cold with wind is very much more unendurable than mere cold.
1295. Such as frost? Such as frost without movement of the air; and as this is a hot climate, and the elderly people here have acquired a kind of summer constitution, I think to place them in a very cold, windy position, would be very detrimental to them, and be calculated not only to increase the diseases that old people commonly suffer under, but to render them uncomfortable in every way from cold.
1296. By Mr. Harpur: Have you visited the exact spot? No.
1297. You speak merely of the situation generally? I prefaced my remarks by saying that I knew the position of the Destitute Children's Asylum, and that I know generally the neighbourhood.
1298. Excuse me for taking you somewhat out of the line of the examination, but do you not think it of importance, whatever site may be selected, that there should be ample room for a garden? Yes, decidedly.
1299. Do you think also that the inmates of the institution should have access to that garden, or to grounds? Yes.
1300. Do you think it would be the means of promoting their cheerfulness, and tend, at all events, to the purposes of the charity, if an opportunity were given them of enjoying a little freedom, while they were depending upon the charity of the world? Undoubtedly; for the aged and decrepit who are there, simply on account of their poverty, everything should be done to make them comfortable.
1301. Do you not think, looking to these people as reasoning beings, that the inmates of Benevolent Asylums, and similar institutions, are among the most unreasonable persons — ? The inmates of Benevolent Asylums must be classified —
1302. Decidedly, but I am speaking generally? I am speaking more particularly of the class to which my examination has referred—to the aged and infirm; and to the aged and infirm I confine my remarks.
1303. Those who have not made provision for the future are, generally speaking, the most unreasonable beings; do you not think these persons may be made good or bad, according to the influences brought to bear upon them? I do not think you can very much alter the habits of aged people.
1304. You cannot very much alter aged people, but you can alter any people? Aged people have their habits formed.
1305. I am glad you have referred to that; now there is a habit formed, the habit of smoking, and this, as no doubt you are aware, with many of these aged people, is a very powerful habit, formed from a very early period; do you think that should be rudely broken through—that they should be compelled to abstain from smoking, and have no opportunity of working to obtain their tobacco and gratify this long formed habit? I rather think we are going away from the question of the sanitary position of the Benevolent Asylum to the general management of it.
1306. Allow me to put the question in this way:—Do you not think it has a very intimate connection with the sanitary circumstances of the institution, inasmuch as it influences the mind, because the mind is very much influenced by physical circumstances—and you will admit, I presume, that the physical condition of a person is influenced by previous habits, and by the sudden breaking through of those habits—do you not think the state of mind, produced by a sort of compulsory idleness, which prevents a person from working to obtain the gratification of his innocent desires, is injurious? I have not found that aged and decrepit people are very anxious to work.
1307. But they are very anxious to smoke; do you not think the desire to gratify this innocent desire would act as a stimulus to exertion, and exercise a beneficial moral influence upon the mind, even upon the criminal? It is a question, as it seems to me, of smoking and working; now I have not found aged and decrepit people fond of doing work, and I have not found, as a matter of observation, that smoking makes them more desirous of working.
1308. Have you not observed, generally speaking, that this class of people can be brought to work for the most inadequate consideration—is it not the fact that in these Asylums persons will work hard for sixpence or a shilling a-week, when for the same amount of work they could earn thirty shillings a-week elsewhere; shewing that they are an unreasonable class of persons? There is not the slightest doubt that inmates of Asylums of this kind will do an amount of work far above the value of the money they get, for the sake of obtaining tobacco; but then they esteem the tobacco as worth the work they do.

1309. Do you think that has a salutary moral effect upon the mind? It keeps the people at work. J. Robertson, Esq., M.D.

1310. Do you not think compulsory idleness—a state of enforced idleness—has a highly injurious effect upon the mind? I apprehend it is quite voluntary on the part of the inmates whether they stay in the Asylum or not. Speaking of the aged and infirm, I suppose they go into the Asylum because they are unable to work, and that they cease to have the inclination. 14 Nov., 1861.

1311. Do you not think, considering the work they have done for the community, and of which others enjoy the benefit, that the public are bound to maintain them in comfort? I think people who go there simply because they are aged and unable to work should be taken care of, and every reasonable consideration shewn to them, * but the troublesome men are the middle-aged—the class of men who will not work.

1312. *By Mr. Sutherland:* You have stated that you are acquainted generally with the neighbourhood of Randwick, but not with the exact spot upon which it is proposed to erect this institution? Not the exact spot.

1313. Are you aware that the Destitute Children's Asylum is on a very much higher elevation than the proposed site? I have been told so to-day.

1314. Will your objection equally apply to a lower site? I have likewise been told that a range of sand hills protects the site from the westerly winds; if that be so it possesses an advantage over the Destitute Children's Asylum, which is unprotected; but I likewise hear that it is entirely unprotected from the southerly wind, which is very violent and cold.

1315. If the site were protected from the southerly wind you would not object to it? No, if the place be protected from cold and winds the objection I raise to the locality would be removed.

1316. *By the Chairman:* In one of the wards of the Benevolent Asylum in Sydney, intended to contain only forty persons, according to the usual space allowed to adults, the Committee found thirty-six infants with their thirty-six mothers, and thirty-two aged and infirm females of from 60 to 95 years of age—do you not think it must be very injurious to those infants to breathe the air of those aged and infirm persons? If the room contained only the proper number of persons, and the children were nursed by their own mothers, so that the warmth of the children were not abstracted by the old people, I do not think the children would suffer.

1317. You do not think it injurious that the children should breathe the same air with the aged? No; if the aged people do not habitually nurse them, provided the proper number of persons occupy the room. I think from what you stated there were upwards of ninety persons in this room.

1318. Above ninety in a room calculated to contain forty? That is highly objectionable; but if the number were reduced to forty, and the mothers were to nurse their own children, I do not think there would be any objection to the presence of aged persons in the same ward.

Bartholomew O'Brien, Esq., M.D., called in and examined:—

1319. *By the Chairman:* You have been a private medical practitioner in the City of Sydney for a considerable period? Yes, I have been in the Colony about twenty-six years, and in Sydney upwards of thirteen. B. O'Brien, Esq., M.D.

1320. You are aware, from the circular sent to you, that this Committee has been appointed to inquire into the Benevolent Asylum? Yes. 14 Nov., 1861.

1321. You are also aware that it is in contemplation to erect a new institution, and that a site has been chosen at Randwick—do you think the site selected desirable? Feeling that it was my duty before coming here to make myself acquainted with all the circumstances, I visited the Destitute Children's Asylum yesterday, and then went on to the proposed spot.

1322. Do you think, taking everything into consideration, that that is a desirable situation for the proposed institution? Standing upon the hill at the Destitute Children's Asylum, and feeling the strong wind there was there, I had very considerable doubts in my mind, but when I proceeded to the spot itself, although there was still the strong wind blowing at Randwick, I found the place really so sheltered that my opinion was altered. Of course I felt that I should not be justified in forming an opinion from merely standing at Randwick, and when I went down I made a sketch of the position in my own rough way. (*The witness handed a rough sketch to the Chairman.*) The place is a kind of horse-shoe, formed by a range of sand-hills; and when I placed myself as nearly as possible in the centre of that horse-shoe, looking eastward, the breeze was quite inconsiderable, and I could see no objection to the place. It is true that to the south-east a portion of it is open, but, as it was pointed out to me, two or three rows of maritime pine might be planted, and that would shelter the south-east. The place is very healthy, being lower than the Destitute Children's Asylum, and sheltered, as I have stated; and my opinion was that it was very suitable, or, at all events, not unsuitable; I could not object to it. Of course the actual site of the house is not yet determined upon; a piece of rock was pointed out as the probable site; that I cannot say I think the most desirable, but if it were placed in the centre, and facing easterly, it would be sheltered.

1323. You do not think the rock pointed out to you the best situation for the building? I do not; but the whole locality, viewing it as I did, appeared to me not at all unsuitable. The objection that persons would have to it from going to Randwick, feeling the strong breeze

* NOTE (on revision):—From "but the" to end to be omitted, as in nowise appertaining to this question.

B. O'Brien, Esq., M.D.
 14 Nov., 1861. breeze, and merely looking down at the site, would be removed if they went to the locality itself; and I felt that I could not appear before the Committee to give you proper information without going to the precise spot—knowing the importance of the matter.

1324. I may state that some of the medical gentlemen who have been examined suggest that there are several places along the line of the present railway which would be very desirable; for instance, about Petersham, Canterbury, Ashfield, and Burwood? I think these are very healthy positions, but it is cold as you go along Liverpool Road. I like that locality, and am continually sending patients there, for the sake of the pure and beautiful air there is there, but I do not think the air is more pure than at Raudwick, and it is to be borne in mind that this is an Asylum for the aged and for infants, without any reference to particular chest affections; if it were an Asylum for the consumptive it would not then be desirable to have it on the sea-coast.

James Charles Gilbooley, Esq., called in and examined:—

J. C. Gilbooley, Esq.
 14 Nov., 1861. 1325. *By the Chairman:* You have been a medical practitioner in Sydney for some time? Yes.

1326. The Committee have summoned several of the medical practitioners of the city to ascertain their opinions with reference to the suitability of the proposed site for a new Benevolent Asylum. (*The Chairman pointed out the position on a map.*) Do you think that a desirable situation for persons of aged and infirm constitution? I have not visited the spot, but as far as I can judge I should think there would be no objection to the site.

1327. You see it is protected by a range of hills from the westerly winds? Yes, precisely.

1328. I was under the impression that it was not protected from southerly winds, but Dr. O'Brien says if the building were erected in a certain position upon the proposed site it would be sheltered from all winds—do you, under those circumstances, see any objection to this site? I see no objection at all.

1329. You think it a really desirable situation? I see no objection. I heard some objections urged against it, in consequence of the sea air being rather too sharp for the people, but I do not think the objection holds good if it is protected by surrounding hills.

1330. Have you at any time visited the present institution? I was the resident surgeon there.

1331. For how long a time? For better than two years—from January, 1858, to June, 1860.

1332. You know the crowded state of the institution? Yes, it was very crowded when I was there.

1333. There is one ward called the infirm ward, calculated, I think, to hold forty-four beds, in which we found thirty-six infants with their mothers, and thirty or thirty-two aged and infirm people, in all upwards of a hundred persons—do you not think it injurious to the health of the children that they should thus have to breathe the same air as the aged? I do; I think it is almost death to them.

1334. *By Mr. Love:* In the erection of wards in the new Asylum it is proposed to build, how many cubic feet of space would you recommend to be allowed to each individual—Suppose there were forty patients in a ward, what size do you think the room ought to be? I know that in the Benevolent Asylum the beds are very close together; I should think there ought to be three feet at least between each bed.

1335. What height would you recommend that the ceilings should be? I should say that the ceilings ought to be about the height of this. (*The ceiling of the Committee Room, being about fourteen feet high.*)

1336. *By the Chairman:* Do you not think seven feet in width would be little enough space, including the bed, and the space between it and the next? I think that would be about a fair space.

1337. The width of twenty feet would be little enough for two rows of beds; that would leave about eight feet between the feet of the beds? That would be little enough.

1338. And fourteen feet high would be little enough? Yes, I think so.

1339. That would give a space of 980 cubic feet for each individual? I think that would be about a fair allowance.

1340. Are you aware that at the present time, in military hospitals, 1,200 cubic feet is allowed to each patient? I am not aware.

1341. Are you aware that in barracks, where the inmates are in good bodily health, 600 cubic feet is considered sufficient? I am not aware.

1342. Were you in the institution in 1860? I was.

1343. Did you leave before the great mortality commenced, in June, 1860? I left in June; the greatest mortality was in July.

1344. I believe the visiting surgeons are expected to visit the Asylum twice a week; did they attend pretty regularly? When I was there their attendance was rather irregular at times.

1345. *By Mr. Hargrave:* Of course you cannot speak of their attendance during the month in which this great mortality occurred? I know nothing in regard to that; but I know that shortly before I left, some of the visiting medical men did not visit for a whole fortnight.

1346. *By the Chairman:* Do the visiting surgeons write their names in the book? There is a visiting book.

1347. Do the visiting surgeons write their names in that book every day they attend? Yes.

1348. *By Mr. Love:* Were there any deaf and dumb children in the institution while you were there? Very few.

1349. Were there any? I do not think there were any.

1350. *By Mr. Sutherland*: Do you know the number of sick in the Asylum when you left? No, I think the mortality was, in a great measure, owing to the overerowed state of the house at the time; we could have no classification of the inmates; they were all huddled together indiscriminately.

J. C.
Gilhooly,
Esq.

14 Nov., 1861.

1351. You were unable to make any proper classification, for want of room? It was quite impossible. It was proposed by some of the committee to build additional wards, something like the temporary sheds built at the poor-houses at Home, but that was not carried out; I think if it had been a great many lives might have been saved.

1352. *By the Chairman*: Under whose charge were the medical comforts during the time you were there? Under the charge of the master.

1353. Who was that? Mr. Mansfield.

1354. It was your duty to prescribe a certain allowance of medical comforts to the patients? Yes.

1355. Under the term medical comforts you include malt liquors, brandy, wine, and so on? Yes.

1356. When you gave the orders for these how were they served out—did you know of your own knowledge whether the patients got their proper allowances? I did not always give a written order; I merely sent a messenger. I had a bottle for port wine, which was the wine most generally used there, and I had that filled and given to the nurses and wardswomen, to be divided among the patients.

1357. You used to get it filled by Mr. Mansfield, and then gave it to the wardswomen to divide it among the patients? Yes.

1358. Was porter distributed in the same way? Precisely.*

Charles Meymott, Esq., M.D., called in and examined:—

1359. *By the Chairman*: You are perhaps aware that this Committee has been appointed to inquire into the Benevolent Asylum? Yes.

Charles
Meymott,
Esq., M.D.

14 Nov., 1861.

1360. And also that it is proposed to erect a new institution at Randwick—the Committee are desirous to obtain from medical gentlemen, practising in Sydney, their opinion as to the desirableness of the proposed site? I know the site.

1361. Is it, in your opinion, a suitable position for an Asylum for persons of aged and infirm constitutions? If it is simply to answer a question of that sort I have very little to say, and that it is a decidedly favourable site for anybody—even for aged people. Indeed for any class of invalids I consider that part of Sydney, if I may so call it, the most healthy of any, and I have myself lived at Paddington, which is part of the same peninsula.

1362. There is one advantage in this position, that it is backed by a range of hills, which protect it from cold westerly winds? I am aware of that.

1363. Which makes the site more desirable? Yes.

1364. Have you visited the present institution? I have not gone through it to visit it. I have been in it and that is all.

1365. Have you given your attention, at any time, to the subject of the space necessary for each individual in a building of this kind—if you were building an hospital for patients, what space in cubic feet would you allow for each individual? That is a subject upon which I have been examined in London, for I was for some years surgeon to the Horsemonger Lane Gaol, and when improvements in the cells were projected, I visited many barracks and similar places, for the purpose of obtaining information upon the subject, but my memory will not serve me at the present time.

1366. In building an institution for the aged and infirm, or for any persons where a large number would be collected in one ward, what height would you have the ceilings—say this ceiling is fourteen feet high—would you have it of that height, or higher, or lower? In these climates one would, of course, prefer more air than would be necessary in England. I should consider that an hospital containing a number of beds ought to be quite as high, if not higher than this, especially in this climate. Therefore, if I give an opinion as to the quantity of cubic feet necessary for the preservation of health in an hospital, or where a large number of people are living together, that will refer to England, and I should imagine you would have to add a certain per centage to the space there allowed; I ought to have particulars respecting Kensington and other barracks, which I measured, and if I can lay my hand upon them I will forward them to the Committee. (*Vide Appendix.*)

1367. Do you think it desirable that infants and their mothers should sleep in the same ward with aged persons—persons for instance of from 60 to 90 years of age. I may tell you that in the present building, owing to its crowded state, they are compelled to put in one ward about thirty-six infants, with their thirty-six mothers, and about thirty-two very aged women? It is very injurious indeed—I think it is universally allowed by medical men—for infants to sleep in the same apartment with aged people; there can be no question that the aged people receive a portion of the vital principle of the life from the young children.

1368. *By Mr. Harpur*: Even without actual contact? Yes.

1369. *By the Chairman*: From breathing the atmosphere of the same ward? That I believe has been decidedly proved. I know it has where they have slept in the same bed, but I believe the other has been also.

1370. Have you any suggestions to make to the Committee with reference to the best means of promoting the sanitary condition of this institution? ———

APPENDIX.

Note (on revision):—I wish to correct this answer (having refreshed my memory) by withdrawing the word "*Precisely*," and by stating that Mrs. Mansfield, the matron, gave the porter to the nurses and wardswomen, to be distributed among the patients, when ordered by me; I did not give it myself to be so distributed.

APPENDIX.

Charles
Meymott,
Esq., M.D.

14 Nov., 1861.

I have been unable to find the papers referred to in my evidence, I cannot therefore speak positively as to the number of cubic feet of space which in England was considered necessary for each individual, in order to the preservation of health, in those establishments which I visited.

I answer to the question—"Have you any suggestions to make to the Committee with reference to the best means of promoting the sanitary condition of this institution?" I beg to say a few words on the subject of ventilation. I would suggest that a large shaft or chimney be built in some convenient portion of the building. This shaft should be heated by artificial means to such an extent that the temperature within it shall always be higher than that of the external atmosphere, and also higher than the temperature of the atmosphere of any of the rooms of the said building. That in each room there should be at least two openings, one near the ceiling in one of the angles of the room, and the other near the floor in the opposite corner; one communicating with the external air, and the other with the heated shaft. By these means every portion of the air contained in the rooms will be continually moving towards the shaft, whilst at the same time there will always be an abundant supply of fresh air from without circulating in the room. The shaft may be sufficiently heated by means of such fire or fires as may be required in the establishment. The requisite temperature within the shaft should be maintained during the night. According to the size of the room, there should be two, four, or six openings.

I may mention that the new Model Prison at Pentonville is ventilated throughout on the above principle.

CHARLES MEYMOTT,
M. R. C. S., &c.

C, Wynyard-square,
21 November, 1861.

John Aitken, Esq., M.D., called in and examined:—

John Aitken, Esq., M.D. 1371. *By the Chairman:* For some considerable period you have been a private medical practitioner in Sydney? Nearly twenty years.

1372. You know the institution in the city called the Benevolent Asylum? I do.

1373. You are aware, perhaps, that a Committee has been appointed by the Legislative Assembly to inquire into that institution? Yes.

1374. You are also aware that it is in contemplation to erect a new building, and that a site has been selected at Randwick for that purpose (*The Chairman pointed out the position on a map*)? Yes; I have some idea of the locality.

1375. The Committee wish to have your opinion of the desirableness of that site for persons of aged and infirm constitutions? I consider it a mild, bracing spot, well adapted for either of those; very well calculated; very invigorating.

1376. Have you visited the present institution at any time? Yes; last year, in a case of emergency, I was requested by Mr. Allen to visit it; in the month of May, June, or July.

1377. Are you aware that it is very much overcrowded? Yes.

1378. That site is not suitable? No; from its adjacency to the grave-yard, putrid effluvia and malaria are always arising from it.

1379. The Committee, in visiting the institution, found that infants, their mothers, and very aged persons, were all sleeping in one ward? Yes, all in one ward.

1380. Do you think it is injurious to the constitutions of infants to breathe the same air with very aged and infirm persons? It is, from the noxious exudations, which are poisonous and oppressing.

1381. In the ward to which I refer, which is calculated to contain forty-four persons, the Committee found thirty-six infants, together with their thirty-six mothers, and some thirty or thirty-two aged persons, between the ages of 60 and 95 years, in all upwards of a hundred persons—must not that be very injurious to the bodily health of the infants? Very much so. Each occupant should have 1,000 cubic feet of air, by night and by day; that would be a cube ten feet each way.

1382. Would it not be better to have a height of, say fourteen feet, and say seven feet in each other direction? Yes; that is the space each party should have, whether infants or adults.

1383. Supposing you were building an hospital, what height would you have the ceiling? Not less than twenty-five or thirty feet; the higher and the more space the better.

1384. *By Mr. Harpur:* Taking care, at the same time, to preserve proper ventilation? Yes.

1385. *By the Chairman:* The higher you raised the building—the ventilation being so high above where the person was lying—the less liable would the patients be to suffer from any immediate change of temperature? Not from a sudden change of the temperature; in certain seasons that could be remedied by circulating hot air or water, in pipes.

1386. You think the proposed locality is very suitable as a site? Very invigorating; a better I do not know.

1387. *By Mr. Harpur:* You have spoken of having visited the Asylum in June or July, 1860? Yes.

1388. Are you aware that in July there was a very great mortality there? There were two fearful epidemics; there were eighty-six deaths during those two months, and between thirty and forty deaths from measles, and in most of those cases—for during that period I had the whole responsibility upon myself—the deaths were among the children of strumous, syphilitic, and diseased parents. For fifteen or eighteen months the itch was in the institution, but we got rid of it; the children who were affected in that way were the greatest sufferers.

1389. Measles was the cause of the great mortality? Yes; that was one cause; and the others were influenza, bronchitis, and lung or chest diseases among the aged.

1390. Influenza prevailed at that particular time? Yes; Sydney was much affected at the time, and the building was much overcrowded; it was fearful; over that the committee had no control.

1391. *By Mr. Love*: You spoke of the itch having been prevalent in the institution? John Aitken,
Esq., M.D.
Yes.
1392. Is there any difficulty in curing that disease? None whatever, if we have the appliance of hydropathy, of baths, and the means of isolating the cases; but no sooner had we cured one child than it became contaminated by coming in contact with others. If we had had a ward for skin diseases, with hot, sulphur, and other baths, the disease might have been soon cured. 14 Nov., 1861.
1393. What are the usual remedies for itch employed in the Asylum? Cleanliness.
1394. Any medicine? We gave them some alkalies, potass, and sulphur, and a vegetable diet.
1395. Has an outward application of sulphur been tried? It has been tried.
1396. Has it not always been found effectual? Not in that institution, where so many were troubled with it.
1397. Is it not known that the application of sulphur outwardly will effectually cure the disease in two or three? If you can isolate the case.
1398. When you say that it is hard to remove the disease in that institution, have you tried that remedy? They had tried it, but not effectually, before I went there.
1399. *By Mr. Harpur*: Are you an hydropathist? I would adopt hydropathic treatment in cases of that kind; and where the aged and infirm had been over-physicked, or abused their constitutions with ardent spirits, I should say that bathing, sea bathing, hot or cold baths, according to the circumstances, would have a sanitary influence.
1400. *By Mr. Sutherland*: Who was the resident surgeon at the-time you refer to? There was no resident surgeon there at that time; they were hard up to get a medical man there to visit, and as I was living in the neighbourhood, Mr. Allen applied to me. I went there twice a day during that period.
1401. *By Mr. Harpur*: These epidemics account for the unusual number of deaths? Yes.
1402. And the crowded state of the institution? Yes; and other causes over which the Board had no control.
1403. *By the Chairman*: The children's nurse, in her examination, stated that all the children were washed in one water—she said, that they filled the tub with water, and washed all the children in the same water, one after another—do you think that was calculated to banish the itch from the institution? I think there cannot be two opinions upon that.
1404. Do you think it likely they will ever get such a disease as the itch out of the institution while they pursue that mode of treatment? I should say it was more calculated to aggravate than to remove the disease.
1405. *By Mr. Sutherland*: How long was the institution without a resident surgeon? At that period nearly two months.
1406. Had the epidemic prevailed before you went there? It had just commenced when I went there; it had been there a few days before.
1407. *By Mr. Harpur*: I suppose you were busily employed? Yes; in fact I became sick under it, and was very glad to be removed from my duties. I was going about the wards with a blister on my chest, as I suffered from influenza myself.
1408. *By the Chairman*: In going through the institution the Committee found that there is only one mode of cooking the meat; that the inmates have boiled meat day after day, week after week, and month after month—do you not think it would be a great improvement if there were ovens built in this institution, so that the meat might occasionally be baked? It would be a great improvement.
1409. In institutions of this nature you would, I presume, recommend that there should be less animal and more vegetable food? Yes, something that the toothless aged could masticate; now they are obliged to bolt their food.
1410. Do you not think it a deplorable state of things, that in an institution of this kind, with some three or four hundred inmates, they should have no vegetable food for many months, with the exception of the little put into their soup? I cannot understand how they can remain healthy under such circumstances.
1411. It was given in evidence at Liverpool that they had potatoes only twice or three times in a year? Have they no rice, carrots, turnips—nothing in that way?
1412. Nothing, with the exception of the little vegetables their own garden afforded, which were cut up in the soup they had twice a week. Do you think it likely they can remain in a healthy state under such a system? Not so healthy as they would be if they had vegetables, for I think that is essential.
1413. Do you not think it very desirable, in such an institution, to have wards to classify the patients; do you think it proper to keep persons suffering from cancers and such diseases, in the same ward with healthy persons? Most aged persons have ulcers in their legs, and they ought all to be classified.
1414. All suffering from that class of diseases ought to be in one ward? Yes; all the aged people ought to be in a ward by themselves, more particularly in inclement weather, and should have artificial heat.
1415. I am particularly referring to persons suffering from syphilis and cancers; should these be allowed to remain in the same ward with persons in good bodily health, which is the case at Liverpool? Certainly not; it is very injurious.
1416. I understood you to say that it is very injurious to have infants and very aged persons sleeping in the same ward, breathing the same air? Very injurious—very prejudicial.
1417. *By Mr. Harpur*: Are there no means of imparting artificial heat at present? Not at present.

1418.

- John Aitken, Esq., M.D.
14 Nov., 1861.
1418. Do not you think that the enforced idleness of the patients—for, as you are conversant with the management of the institution, you must be aware that they are not allowed to work—has a very injurious effect? It produces a very depressing effect upon the system. The inmates give way to anxiety, grief, gloomy thoughts, forebodings. If they had some light occupation, as straw hat making, match-box making, gardening, weeding, cleaning, or some other simple occupation, it would be very desirable.
1419. They have complained more of that than of anything else; that they are not allowed to work to enable them to obtain the means of gratifying the habit of smoking, to which most of them have been accustomed from their early years. Do you not think it desirable that they should have the means of gratifying this habit if they are willing to work for it? Yes.
1420. Would not that have both a good physical and moral effect? Yes, I look upon that point as most important, as I believe the want of some occupation accelerates their death; most of them can do something, make cabbage-tree hats, paper bags for the grocer, or something of that kind.
1421. Which would occupy their minds? Yes.
1422. Although in the case of aged people it might not have any great influence in the disciplining of their minds, is it not important to make a man do something in order to obtain the means of gratifying his desires? Yes.
1423. *By the Chairman:* The institution at Liverpool is surrounded by a wall some ten feet high, which prevents the inmates from looking outside; do you not think it would be much more conducive to health if the building were surrounded by a palisade, through which the people might see the surrounding country? It would be a relief to the mind.
1424. *By Mr. Harpur:* I think you attach as much importance to that as to anything? I do. One thing which pained me very much during the two months I attended the Asylum, was the waste I observed. The second day's bread ought to have been given, but instead of that they had new bread, and this was thrown about the grounds, in the gutters, on window sills, and under beds. I animadverted upon this subject in a letter to the committee.
1425. *By the Chairman:* In examining the institution at Liverpool we found that many of the inmates kept their clothing, their boots, and in some cases pieces of bread, under their beds—do you think that ought to be allowed? Certainly not; I am surprised that any person having control over them could have allowed it.
1426. Do you not think in an institution of such a nature there should be an airing ground into which the inmates should be compelled to take their beds? It should be a rule, weather permitting, that the beds should be taken into the airing ground every day, and that the patients where they could not get out by themselves should be carried out, and their beds be aired.
1427. *By Mr. Love:* On the lower floor that could be easily managed by having casters to the bedsteads? Yes, or the patients might be lifted by means of broad bands of calico.
1428. *By the Chairman:* Have you any further suggestions you can offer with reference to the sanitary arrangements desirable in institutions of this nature? There is no subject of greater importance in the whole range of *hygiène* than cleanliness, sewerage, drainage, and ventilation, and the accumulated evils which arise from their neglect. The present state of the Benevolent Asylum, the annals of medicine, and the bills of mortality, prove the truth of this. Amongst other nuisances, Committees of the House of Commons have unequivocally condemned interments in towns; if so in an English climate, how much greater is it in an Australian, therefore demanding legislative enactments to discontinue it. I would suggest that the water-closets and urinals in the Asylum be constructed on improved principles; remove all old-fashioned brick and stone sewers, and substitute earthenware drain pipes, duly adapted in form, size, material, and inclination; the latter being carefully observed, so that all deposits be quickly removed, by the aid of the waste water daily used in the wash and bath houses, from which have pipes conveying water to closets, &c. The poisonous effluvia that arises from the opening of sewers is not the result of immediate decomposition, but of a decay which is found to be established a few days after the discharge of the decaying matter, consequently suggest earthenware pipes, with inclination, &c. The garden and grounds connected with the Asylum should be used to better advantage; would suggest that all the space at present useless be neatly laid out, and that the inmates spend their leisure time in cultivating it; and that some part of it be used or set apart to resort to during wet or very hot days; in a few months they would soon erect bowers, &c., to protect themselves from the vertical noon-day sun. I would recommend that all the children suffering from scrofula or strumous habit be treated to salt water baths in the Domain twice a week during the summer months. The laundry, kitchen, wash and bath houses, should be together, and built on scientific principles. An educated and qualified cook could give the inmates varied dinners made out of the material in daily use, with profit to all concerned.

FRIDAY, 22 NOVEMBER, 1861.

Present:—

MR. CALDWELL, | MR. LOVE,
MR. SADLEIR.

J. LUCAS, Esq., IN THE CHAIR.

Henry Graham, Esq., M.R.C.S.E., called in and examined:—

- 1429. *By the Chairman:* You are the Health Officer of the City of Sydney? Yes.
- 1430. You have occasionally visited the Benevolent Asylum? I have.
- 1431. Will you have the goodness to inform the Committee what is your opinion of the state of that institution? On each occasion that I have visited it I have found it, according to my opinion, excessively overcrowded—very defective as far as ventilation is concerned. I have observed a want of general classification of the inmates, of separation of the sick from the healthy, and of the young from the old. The first occasion of my making any report with reference to it was in February, 1861, when, from certain rumours that itch was prevalent among the children, I went with the resident medical officer and examined all the children. I found that there were a large number, in fact some forty or fifty of them, then suffering from the disease, in consequence of which I reported the circumstance to the City Council. Each quarter, before making my quarterly report, I have made it a practice to visit the institution, and on the 10th September I made a report, which was published, with reference to the condition of the Asylum, its overcrowding, the very bad management which existed, for want of classification of the inmates and the separation of the children from the adults; and I further directed special attention to the necessity there seemed to be that there should be, in connection with or separate from this institution, a lying-in hospital. It seemed to me that it was calculated to produce very injurious consequences to lying-in women to put them into an overcrowded place. On a subsequent occasion I visited the establishment at night. I beg to hand in extracts from the several reports to which I refer. (*Vide Appendix.*) I was requested by the medical officer, if I wished to see the institution at its worst, to visit it at night; I did so, and I noticed what I have not stated in the report, a great deficiency of light in the institution, in the yard, and at the back, and even on the stairs. There is no gas laid on, and the only means of lighting is by dirty, old-fashioned oil lamps, which not only emit a quantity of smoke, but I should think are also dangerous, where there are so many old decrepit people.
- 1432. In the erection of a new establishment, how high do you think the ceiling should be—taking this ceiling to be fourteen feet high, do you think it should be as high as that? It ought to be at least that. In all institutions of this kind with which I have been connected—and I have been connected with hospitals for some years—it has been always a rule to allow of a space of five feet for every individual.
- 1433. Between each bed? Yes, as far as possible, about a thousand cubic feet of air for each individual.
- 1434. Are you aware that in the barracks six hundred cubic feet of air are allowed, and in the hospitals for the sick, twelve hundred? Yes; when I spoke of five feet being allowed, I had reference to the military and convict hospitals in Van Diemen's Land, under the Army Medical Department.
- 1435. Of course you have seen that the whole of the females who go to the Benevolent Asylum to be confined are kept in one ward? I believe so; there is no separate ward.
- 1436. Many decent although poor people are confined there? Yes; I should be desirous of sending many decent people there, if there were proper arrangements for their accommodation.
- 1437. At the same time there are also some of the worst characters? No doubt.
- 1438. Do you not think there should be some mode of classifying these people? Yes, there should be a proper classification, it is more necessary in a lying-in hospital than in any other; it is always the case in such institutions at Home.
- 1439. Do you think, in erecting a new building, it would be desirable to have the wards so large as in the present one—would it not be better to have the wards smaller and more numerous, so as to afford the means of classification? That depends upon whether you are speaking of an hospital or not.
- 1440. I am speaking of a Benevolent Asylum, to which women go to be confined? I think that ought to be a separate establishment altogether.
- 1441. I am speaking of a Benevolent Institution—if this class of paupers are to be received there, do you not think it would be better to have the rooms smaller, to afford the means of classification? Yes; in classifying them I would have a day room; the sleeping room should not be occupied during the day, excepting by the sick and those who were unable to move out.
- 1442. When the Committee visited the institution, they found in one ward thirty-six children with their thirty-six mothers, and about thirty-two aged females, in all above a hundred individuals, in an apartment intended for forty-four? Yes, I saw them.
- 1443. Do you not think that very injurious? Yes; most of these old people are suffering from chronic diseases, ulcerations, and other affections, and the impure exhalations from them must be injurious to young people inhaling the same atmosphere, and tend to produce scrofula and all the incipient stages of pulmonary disease. For many years I had charge of a very large institution in Van Diemen's Land, (the convict nursery,) and I never allowed old people and lying-in women to be in the same ward; the children were always separated from their mothers when they were nine months old, and kept in separate rooms.

H. Graham,
Esq.,
M.R.C.S.E.
22 Nov., 1861.

H. Graham,
Esq.,
M.R.C.S.E.
22 Nov., 1861.

1444. In visiting the Liverpool institution the attention of the Committee was particularly directed to the sick ward, in which persons suffering from cancerous and syphilitic diseases were huddled in a room with persons in good bodily health, except so far as they might be affected by the ordinary infirmities of age; do you think it very necessary to have some mode of classification in cases of that kind? The sick ought to be separated from those who are in moderately good health. The presence of the sick, particularly if labouring under cancerous affections, must have an effect in shortening the lives of the others, and of making them feel excessively wretched. Nothing can be more debilitating than the inhalation of a bad atmosphere; it not only produces disease, but a weariness and lassitude for which it is often difficult to account.

1445. From your evidence I understand that you have been very much engaged in public institutions of this kind? Yes; for seventeen years I have been engaged in the convict and military medical department.

1446. Do you not think that during dry weather the beds and bed clothing should be taken out daily to air? They should be taken out and put in a separate room daily.

1447. If there were a grass plat would it not be well to lay them out on it in the open air? Either on that or in a large open laundry.

1448. Would it not be better to put them out on a grass plat? Yes; in dry weather.

1449. Do you not think that should be adopted as a system? That was generally done in all our institutions; the bedding was taken out every day, and every inmate was compelled to fold his bedding in a certain manner, by a certain hour in the morning.

1450. You would not, I presume, if you had the management of an institution of this kind, allow the inmates to keep their old clothing, boots, or a portion of their ration, under the heads of their beds? That was contrary to all the regulations in the institution of which I had charge; it was considered to be one of the most important matters; we would not even allow anything to be hung out of the window, but we were especially particular with reference to keeping any portion of the dietary out of bed.

1451. We found also, on visiting the Liverpool institution, that it was surrounded by a very high wall, so that the patients had not an opportunity of seeing anything outside—do you think it would conduce to the bodily health of these people if this wall were removed, and a light fence were put up, so that they could see the country outside? I think the comfort of the inmates should be taken into consideration, and I have no doubt that where the mind is unoccupied and shut out from all external objects, it must affect the bodily health.

1452. The Asylum at Liverpool is built on the banks of George's River, and from the upper portion of the building there is a very pretty view both up and down the river—if a portion of this dead wall were removed, the inmates could have an opportunity of enjoying that; do you not think that would tend to promote their comfort, and through their comfort, their health? No doubt. When that place was built it was intended for a convict hospital, and it was necessary to have those high walls for the sake of discipline; but there is not the same necessity in the case of the present inmates, any more than in that of the institution next door—the Infirmary—where the wall has been removed and a railing substituted. I was there some three or four and twenty years ago, as assistant surgeon, and it was then entirely surrounded by a wall.

1453. Of course you are aware that a great many of the old people in this Colony smoke—do you not think it desirable that they should be allowed to employ themselves in some way for the purpose of earning the means of obtaining this little comfort? I think if occupation could be found for them it would be very desirable; we used always to find occupation of some kind for the old women at Launceston Factory, and at Port Arthur, either in picking oakum or something of that kind.

1454. Or in gardening? Yes; as far as a man could he was compelled to work; the work was classified; there were different kinds of work which were assigned to the people under the direction of the medical officer. Even blind men used to find employment in some way or other.

1455. What is your opinion of the present site of the Benevolent Asylum? I think it is as bad as it can be. I think its contiguity to the burial ground is likely to be a source of injury for centuries.

1456. You refer to the soakage from the burial ground? The exhalations from human remains, medical history tells us, are productive of the most serious consequences, even when those remains have been buried and the tombs over them have been closed for a hundred years. I have myself seen the fatal results. When the vaults of Old Saint Dunstan's Church were opened, and the dead were removed from them, I was a lad, and articulated to the parish surgeon in Fleet-street —

1457. A site for a new institution has been selected at Randwick—what do you think of that situation? My impression is, that for old people of weakly constitution it would be too bleak, unless it were put in such a position as to be sheltered from southerly gales. It must be remembered that what may be good for young people may not be so for old men.

1458. When you say young people, do you mean children over three years of age? Yes; it may be a good site for such, though it may not be for aged and broken-down people.

1459. I may inform you that there is a range of hills at the back of the proposed site, which forms a sort of horse-shoe, and protects it effectually from the cold westerly winds, and that if the building were erected on a particular spot it would also be protected from the southerly winds, while the hill upon which the Destitute Children's Asylum stands would protect it from any bleak wind from the sea—Do you, under those circumstances, see any objection to the site? I do not think the site is so much a matter of consideration in a medical point of view, but I think the mode of getting to it is one of the most important points. I think, as we have the advantages of railway communication, such an institution should be approachable by railway.

1460. Has your attention been drawn to Petersham, Burwood, Ashfield, Canterbury? All those are excellent localities.

1461. Taking every circumstance into consideration, if you were left to select a site for an institution of this nature, what locality would you choose? I would go somewhere between this and Parramatta, as the institution would then be approachable from so many places by railway.

1462. Of course you would look to an elevated position? There are some very beautiful spots, though flat, about Burwood, Ashfield, and Petersham. I recollect some years ago when I was living in Sydney, about 1840, I used to go out to a station where the Canadian prisoners were kept. I had the medical charge of them, and used to visit them two or three times a week. I used to look upon that as a very healthy locality.

1463. That was at Longbottom, midway between Parramatta and Sydney? Yes; I used to think that a very nice situation, a very pretty spot.

1464. *By Mr. Love:* Have you seen the children in the institution in Sydney? Yes, I have seen them, but not lately; not since my last report, two months back, when I visited the institution.

1465. Did you think them quite equal in looks and intelligence to children of the same class outside? They had not so healthy an appearance; in fact, if I were to draw a comparison between them and the children in the convict establishment in Van Diemen's Land, where the regulations were strictly carried out under the medical department, I should say that I have seen children in the Queen's Orphan School, in Hobart Town, far superior and far more healthy.

1466. To what do you attribute the inferior condition of the children here? It is most likely attributable to the want of ventilation, to the vicious habits of parents, their poverty, and disease. Perhaps it is rather unfair to institute a comparison between the children in these two institutions, because we had these convict children under our care from the time of their birth. When they were nine months old they were taken from their mothers; they received plenty of suitable food, there was no crowding, good ventilation, everything was done that medical science could dictate, and consequently we had the establishment in a state creditable to the officers and to the Home Government. We had little or no mortality, and the children grew up strong and healthy.

1467. Have you seen any deaf and dumb children in the Asylum here? I have seen some idiots; and I think Dr. Smith pointed out one deaf and dumb child. I think there were two or three idiotic, and some epileptic.

1468. Did you examine the deaf and dumb child, so as to form an opinion of its intelligence? No; my visits were simply in connection with sanitary matters, and I did not feel at liberty to interfere with other questions. In my visits to the institution, it appeared to me that the great evils were, the want of classification and the overcrowding of the building. I am also of opinion that no person should be allowed to retain his own clothes upon entering the institution. Everyone entering should be washed, and clothed with the clothing belonging to the Asylum; their own clothes should then be put away; there would be no degradation in this, as in military hospitals the clothes are always taken away upon a patient being admitted, and the hospital clothing is given.

1469. *By Mr. Caldwell:* When you speak of classification do you mean that persons who are diseased should be separated from those who are in good health? Yes; but I mean also as to intelligence and age; for example, I would not put an old man of eighty to mess with a young man of twenty, because the young man of twenty would eat a great deal more than the other. I also refer to the classification of dietary; I do not know the dietary scale, but, as far as I can understand, there is no regulation as to dietary. There should be a classification as to physical capability, character, intelligence. When a man was admitted, it should be decided by the medical authorities to what class he should belong, and the same with the women; if a woman were capable of performing light work, such as sewing, she should be put to it; others might be employed in washing.

1470. Do you think any injurious effect would be likely to arise to young children, from aged persons in good health being with them? I think so; I think the old and young ought to be separated. I do not mean that families ought to be separated, but I would not put a number of children with old persons labouring under pulmonary or strumous diseases.

1471. I can easily understand that it would be injurious to put children with aged persons suffering from disease, but would you apprehend any danger from their being with aged persons in good health? No, provided they were not overcrowded; besides I think old people are fond of children, and like to see them about them, so long as they are not overcrowded.

1472. With reference to a lying-in hospital, do you think it would be desirable that there should be an apartment which should be exclusively devoted to women awaiting the time of their confinement? I think it would be most desirable in a lying-in hospital that there should be a proper classification as to character, so that any poor but respectable married woman, who was in circumstances unable to find necessaries during her accouchement, (perhaps deserted by her husband,) might be treated differently from a common prostitute.

1473. Would it not be desirable to have a room set apart? Yes, under those circumstances they ought to have a room for themselves. In the convict establishment at Launceston there was a large room in which the women remained a week; in that room there were several nurses to attend upon the women who were confined. After nine days they were transferred to the nursery, if they were able to get up, and make room for others. There are many poor women in this city who would be very glad to avail themselves of an institution of the kind, and pay a small sum for their admission. I know several at the present moment. There is now a poor woman near her confinement at Chippendale, and her husband is dying of fever.

1474. Have you seen the institution at Liverpool? Many years back I went with a board of inspection, but I almost forget it.

1475.

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Esq.,
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1475. You cannot say what would be the effect of this wall upon the feelings and health of the inmates? I should think, judging from the effects of prison walls, that it would have a depressing influence.
1476. Supposing they can see over this wall? It would be all the better.
1477. You heard the Chairman say that this building is on the banks of a river, and that there is a very pleasant view from it? Which is shut out by the walls. If I had the management of it, I would pull down the wall and put up an iron palisading.
1478. *By Mr. Sadleir*: Might there not be a danger that grog would be introduced by that means? That might be provided against.
1479. I think you said that there was a good deal of itch in the institution—do you attribute that, in a great measure, to the children being allowed to retain their old clothes after their admission into the institution? Yes. My attention was drawn to the fact from seeing a child out of doors who was affected by it. A woman came to me at the Infirmary and I saw that her child had the itch; I asked where she had been to catch that, and she said she had just come out of the Benevolent Asylum.
1480. I think you said something about erysipelas—is not that a dangerous disease? It depends upon whether it attacks aged persons or not; it is a skin disease, and in a climate like this when it attacks aged people it is most fatal—it is a sort of typhoid fever.
1481. Therefore the necessity for separation? They ought to be separated. There was also another skin disease which I noticed the children were suffering from—porrigo—a sort of scab, which I attribute to a want of proper diet, ordinary cleanliness, and ventilation.
1482. Are there not also diseases peculiar to lying-in women which spread themselves where a number of them are associated in a close room? Puerperal fever is a very fatal disease, and is brought on chiefly by impure air and want of ventilation. If a woman suffering from this disease is lying in a bed contiguous to another lying-in woman, the latter is likely to take the disease in a few hours. It has been known in thickly populated parts of London, and in the Continental cities, to spread from house to house, and hundreds of lives have been lost in consequence. It was common in former days in many work-houses in London when people were crowded into them.
1483. Has it not often been conveyed by medical men themselves from one house to another? Yes; in fact it is a species of typhoid fever; a low putrid fever.
1484. Is there not a great deal of sympathy between women who are pregnant, so that when they are put together one of them being taken in labor would cause premature labor in another? Yes; the cries of one in the pains of labor, would bring on a similar feeling in another who was not within a month of her time, if she were a sensitive person.
1485. Is not one of the objections to this place that it combines two things which ought not to be combined—a poor house and an hospital? Yes, they ought to be separated. I think it would be desirable that there should be an institution out of town, and that there should be a depôt in Sydney where inmates might be received and classified; and then from time to time the patients might be sent off as circumstances permitted. The main institution might be somewhere upon the line of railroad, and that would facilitate the communication.
1486. May it not be better to have a separate lying-in hospital, and to leave this institution as a poor-house? Yes; and I am only surprised that when Government gave up the buildings now occupied by the Mint, they did not reserve the wing which was always intended to be a lying-in hospital. I understood at the time I left as assistant surgeon, that that was the intention.
1487. Would it not have been better to have kept the Benevolent Asylum as a poor-house, and to have had a separate hospital and lying-in hospital? Yes; there might be a place for chronic diseases, not for acute diseases; as you will find medical men object to chronic cases being taken into a place like the Infirmary. They do not want incurable diseases in such a place as that, which is intended for curable diseases. In the military and convict services the thing was carried out in that way; there was an invalid depôt where invalids were kept, quite a separate institution from the hospital. There ought to be an invalid depôt for incurable paupers, a lying-in hospital, and a work-house for those who are destitute, and who, if left to themselves, would become sick and ill from poverty.
1488. Do you not think the exhalations from the burial ground worse than the bad drainage? Yes; I think the superficial exhalations from the ground itself, on a day like this, most injurious to health.
1489. Where the burial ground is in a sandy soil? Yes; particularly where heat and moisture are combined.
1490. Do you remember the immense amount of disease which resulted from the exhumation of bodies in the parish of St. Dunstan, in London? Yes; I was at the time the pupil of a medical man in Fleet-street, who was the parish surgeon. I remember, as a matter of curiosity, going to see the excavation when they were taking out the coffins, and I had a violent attack of typhus fever afterwards. Typhus fever spread through the whole of that part of the city, and carried off hundreds of people; the men who were working there were struck down while they were at work, and they were at last obliged to give it up.
1491. Those portions of the city were actually deserted by the population, and some of the streets were blocked up? Yes; I was very ill in consequence of it myself, and had to leave London.
1492. *By the Chairman*: Are you aware that the itch still continues in the Asylum? I have been told so. Dr. Smith has told me that there are still some very slight cases; he has them under treatment.
1493. I will refer to some of the evidence taken upon this subject:—I asked Mrs. Louisa Stone, "How many children have you in this ward?" She said she then had sixty, and she said that

that they all dined and slept in the same room, that they were all bathed in the same tub, and with the same water. There was a large tub in the room which I should suppose would hold about forty gallons, and the children were all bathed in the same water. Do you think the itch will ever be got out of the institution while such a system as that is pursued? No; the only way of effectually subduing the disease is by taking away all the clothes of the children as they are admitted, and fumigating the room.

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1494. What do you think must be the effect of sixty children eating and sleeping in the same room, and being washed in the same water? When I went there at night I saw all the children huddled together in rows on the floor.

1495. I asked the nurse, "Is the same plan pursued in washing the faces, hands, and feet of the children?" and she said, "No; we are obliged to change the water then, because it is sometimes very dirty." The reason she gave for not changing the water was that it was not laid on to the ward. I suppose they will never get rid of the itch while this system is continued? No, there will always be disease.

1496. *By Mr. Caldwell*: Would the water convey the itch? Yes, more than the clothing; even wiping with the same towel would convey it.

1497. *By the Chairman*: Do you not think the inmates should have a good vegetable diet? Yes; I do not know exactly what their dietary is.

1498. At Liverpool it was stated that they had no vegetables, excepting a little in their soup, and that they did not see potatoes above once or twice a-year, that they had merely bread, meat, and soup? I think that is very bad. We used to give to the convicts, as a dietary for those in the hospital, or the invalided, 1 lb. bread, 1 lb. meat, 1 lb. vegetables, and so much rice to make into soup; and when they had onions they had either a larger or smaller portion of the other vegetables, (I forget which,) so much cabbage, or so much potatoes.

1499. In the institution here all the food is boiled—do you not think the mode of cooking should be varied? I think that might be altered by frying or baking the meat. At Norfolk Island every second or third day the meals were baked; the convicts there had an unlimited supply of sweet potatoes and other vegetables.

1500. I understood you to say that there should be a separate institution for lying-in women? Yes.

1501. Might not the lying-in hospital be on the same premises as the other institution, if the women were separated from the others? Yes, it might be under the same supervision.

1502. If it were a separate institution it would involve additional expense, perhaps greater than would be derived from its being separate—might not both be under the same supervision? They might both be under the same supervision, but entirely separate from any other building.

1503. In answer to a question from Mr. Sadleir, with reference to passing spirits through the fence, you said that might be guarded against—I suppose if there were one wardman placed there he might prevent that? Yes; or there might be an inner and an outer fence.

1504. Generally the inmates of a Benevolent Asylum are not persons who have much money, or many friends who would supply them with drink? No, I think there is not much reason for fear on that account.

1505. I suppose if they had friends who would supply them with drink they would keep them out of the institution altogether? Yes. In connection with the subject of dietary I would give to these poor people and children lime juice to a certain extent. I think it is easily got.

1506. *By Mr. Caldwell*: I suppose if they were supplied regularly with vegetables they would not require lime juice? No, but it would be a very grateful drink, particularly to the old people.

1507. *By Mr. Sadleir*: Many of the women are employed in washing—do you not think a better diet should be given to them than to those who have no employment? Yes.

1508. Do you think it would be desirable, in order to relieve the house, that a temporary weatherboard building should be erected? I think there should be some shed, some cover for them; you now see them lounging about upon the grass, or on the bedding in the yard.

1509. *By Mr. Caldwell*: You speak now with reference to the Sydney institution? Yes, you now see the children and old women lounging about together.

1510. *By Mr. Sadleir*: You mean that there should be a temporary building, into which all those who were able should go during the day? Yes.

1511. Do you not think there should be a temporary building, to assist in the classification of the inmates—to relieve the main building of a number of those who are now sleeping there? I think it would be better to send. There was a large building at Port Macquarie, (I do not know whether it is still standing), which we used to use as an invalid depôt; a number of these people might easily be sent down there.

1512. *By Mr. Caldwell*: You have spoken of the exhalations from the grave-yard—do you think there is any danger to be apprehended from bodies when they are four or five feet under ground? Many are not two feet under ground; I have seen some of the coffins almost close to the surface.

1513. Supposing they are three feet under the ground? I think that is too near the surface, as the atmosphere gets to the body, and as the ground is porous, these noxious exhalations escape. That is a question which comes in connection with the establishment of cemeteries.

1514. I merely ask whether the inmates of this establishment are likely to be injured by exhalations from the cemetery, supposing the bodies are buried three feet below the surface of the ground? Yes; and the evil would continue long after the ground ceased to be a burial ground, unless some means were adopted of deodorising it. All superfluous grass and

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- and trees might be removed, the graves filled with quick-lime and charcoal, and the ground levelled. There is no better deodoriser than charcoal; it neutralises all the vapours.
1515. *By Mr. Sadleir*: Have you any idea of the quantity of gas that would be generated by ten bodies? It is enormous. I have seen leaden coffins ready to burst. A report has recently been published respecting a cemetery at Quebec, which, a number of years back, was used as an Indian burial ground, the re-opening of which caused a fearful epidemic—it had been closed 100 years.
1516. *By Mr. Caldwell*: Supposing the proposed site at Randwick to be sheltered from the southerly and also from the westerly winds, do you think it would not be suitable for a Benevolent Asylum? I think it is a nice healthy place. I do not know a nicer spot than where it was proposed to have the cemetery.
1517. *By the Chairman*: Have you seen the proposed site? No.
1518. *By Mr. Sadleir*: Your objection to moving out there is not on the ground of its unhealthiness, but of the difficulty of access? Yes, the supplying of an institution of that kind with the necessary provisions is an important question.
1519. And the institution would be more easily inspected if near a railway? Yes, and that is a mode of transit suitable for old persons.

APPENDIX.

Town Hall, Sydney, 23 November.
Health Officer's Department.

6 February, 1860.

Having heard it publicly stated by Mr. Raphael, and others, that a contagious disease, termed "itch," was prevalent in the Benevolent Asylum, I visited that institution on Friday morning last, and was afforded every facility for investigation by the resident medical officer. It appears that the above-named contagious disease has been generally prevalent among the children for some time past, and that at the present time there are about thirty-eight afflicted. There are no means in the institution, from its over-crowded state, of causing the complete separation of these children from the other inmates; so there is a liability of the extending and continuation of the disease, and of its further extension into the city.

10 September, 1860.

Much has recently been written in the public papers about extreme mortality in the Benevolent Asylum. There can be no doubt but that the institution is in a very bad sanitary condition; that it is over-crowded; that the inmates live in an impure air, hastening death in the aged and infirm, and producing premature disease in the young. There are no means of proper classification: old, young, sick, and healthy, are crowded together in ill-ventilated apartments. There is no regulation as regards dietary for old people—all fare alike; the old and feeble are the sufferers. The inmates were badly clothed; many I saw in rags. The children had an unhealthy appearance—pale, scrofulous, and scorbutic eruptions on the body.

10 September, 1861.

A few nights back, when the inmates had retired to bed, I visited this establishment (the Benevolent Asylum.) What was intended for the occupation of 200 then contained 400! I visited several of the wards—the lying-in, and sick wards for children. One ward, calculated to hold 40 persons, then contained 100! Old women, young women, nursing children, and others. The bedsteads along the wall contained the old and sick; the centre part was strewn with beds on the floor, so close together as to prevent a free passage. The ward was dimly lighted by two open oil lamps, the smoke emitted from which had already partially filled the upper part of the ward. Some open night-pails were placed in the middle of the ward. There was no means of ventilation; the effluvia was most oppressive. In another ward I found 70 children, lying in crowded heaps along the floor, but few having separate beds. The room was dark and smoky, from the oil-lamps. No ventilation.

The lying-in ward was somewhat more comfortable; the inmates provided with better beds; so also the wards for sick children; but still both much overcrowded.

Taking the establishment on the whole, nothing can be worse, and bears no comparison to convict establishments of a similar nature which, for years, were under my supervision.

HENRY GRAHAM, M.R.C.S.E.,
Health Officer, Sydney.

James Smith, Esq., called in and examined:—

- J. Smith, Esq.
22 Nov., 1861.
1520. *By the Chairman*: You are resident surgeon to the Benevolent Asylum? Yes.
1521. How long have you filled that office? Since the 16th July, 1860.
1522. What is your idea of the present situation of the Asylum? It is very bad.
1523. What is the reason of that? The smells about, and the place being overcrowded.
1524. Is there any drainage from the institution? There is a drain.
1525. Sufficient to take off the water? Scarcely.
1526. Are you aware that it is proposed to build a new institution? Yes; that has been spoken about for the last five or six years.
1527. Have you been to the proposed site? I have never been out there.
1528. Then you can hardly give us an opinion as to the desirableness of the site? I have only seen it from a distance—from the hills.
1529. There are a large number of females who go to the institution to be confined? We have had a great many this year.
1530. Do you think there ought to be a separate institution for this class of persons? There ought to be.
1531. For what reason? All large towns have one.
1532. That is your only reason? Yes.*

1533.

* *Note (on revision)*:—By "yes," I mean the reason why large towns which have a proper organization in such matters have a separate establishment for lying-in women; because in such a system as that obtaining at the Benevolent Asylum, there are no facilities for a proper treatment and classification of such patients; and the Benevolent Asylum is obstructed in its proper management by the introduction of an element not originally contemplated.

1533. If a new institution were erected large enough for the purpose, would you see any objection to a portion of it being set apart for lying-in women? I can see no reason at all.
1534. If you had the carrying out of an institution of this kind, would you have the wards in the building made so that you could classify the females? I would keep the lying-in women by themselves.
1535. You have now a number of decent, respectable women, although poor, who are compelled to take advantage of the institution on account of their poverty, and you have also others who are very bad characters—would you have these respectable people kept by themselves? Yes.
1536. You have no means of doing that in the present institution? Not at all.
1537. Do you think, in the erection of a new building, provision should be made for the carrying out of this classification? It should be.
1538. Can you give us an idea of the average number of that class of paupers who take advantage of the institution in the year? In 1855, from the 5th January to December, we had 39; in 1856 there were 53; in 1857 there were 56. From that time until July last year I was away from the institution. From the 18th July to the 31st December, 1860, there were 30; and I think for this year, until this morning, there have been 92.
1539. Then the numbers are increasing? Yes, that is 92 for this year alone; they have increased every year.
1540. You are aware that when we went through the Asylum we found 36 infants, their 36 mothers, and some 30 or 32 aged and infirm women in one ward—I suppose they were crowded there for want of room? Yes.
1541. So that even to accommodate the number of inmates you now have in your institution you require a building twice as large as the present one? Twice as large.
1542. That is, for your present wants? Yes; for Sydney.
1543. Looking twenty years forward, you would require a building four times as large? If you put the people now at Liverpool and those in Sydney together, you would require a building for a thousand people.
1544. There are about eight hundred now, are there not? About seven hundred.
1545. How much space would you require for each individual—how many cubic feet? About eight or nine hundred feet.
1546. You are aware that in military hospitals twelve hundred cubic feet are allowed for the sick, and in barracks, six hundred for the hale? I think in the barracks here the space is about eight or nine hundred feet.
1547. The Committee were of opinion that the sick children's room was in a very bad state—the smell was fearful? It is very close.
1548. It was so bad they could not stop in the room two minutes; they were forced to come out? When I went there first the gratings of the ventilators were inside, and I was obliged to close them, because in the mornings after leaving them open all the children were ill. In the summer I take out the two head boards, and then there are four large windows.
1549. I am speaking of the day when the Committee visited the institution—we then found the smell very bad? It seems that the whole building smells.
1550. It was not, I thought, so much from the overcrowding of the rooms as from closeness and want of ventilation? That house is badly situated, because it is sheltered by the whole building, and there is no draught. I sleep up-stairs there myself, and I feel it very much myself at times.
1551. Many of the women who come to the institution to be confined remain there a considerable time, do they not? Some have been there twelve months.
1552. Have you any females in the institution who have come from other Colonies—from Victoria and New Zealand—for the purpose of taking advantage of it? A few have come from Melbourne.
1553. Have you found these stop long after they have been confined? One is now in the institution who has been there about twelve months, but her parents I believe are living above Campbelltown; she was a servant in Melbourne.
1554. Under whose charge are the medical comforts? Mr. Mansfield keeps them.
1555. And of course you direct their supply? I give the order for them.
1556. Do you keep an account of what medical comforts you order? I have a book in which I enter them; this is the form of the order. (*The witness handed in the same. Vide Appendix.*)
1557. You send this order to Mr. Mansfield, and keep the butt? Yes.
1558. Do you send the butt to the accountant? Whenever he wants it.
1559. Then is there no statement made up as to the quantity consumed? Yes, every quarter.
1560. As to the quantity consumed and the quantity in the institution? Yes.
1561. Have you upon any occasion seen any persons connected with the institution intoxicated? Very often.
1562. That is, persons who have the management? Yes, they have the management.
1563. Will you name them? —
1564. Have you seen that repeatedly? I have seen it very often lately.
1565. How lately—within this month? Within this week.
1566. Have you seen Mrs. Mansfield so? I have seen her often when I have believed her to be intoxicated.
1567. Has she ever been complained of to the Board? I know Mr. Allen knows of it.
1568. Was it understood that she got intoxicated with the medical comforts? I do not know where she gets it.
1569. She is the matron of the institution? Yes.

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- J. Smith, Esq.
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1570. In what part of the establishment have you seen her when she has been intoxicated? About the place; not in any particular place.
1571. Have you seen her in the yard in that state? Yes.
1572. And in the wards? Yes, and in the wards too; the patients complain of it.
1573. How long is it since you first observed her in that state? It has been ever since I went there.
1574. Mrs. Mansfield also has charge of the clothing? Yes.
1575. She gives it out to the cutter? She tells the cutter what to do.
1576. She supplies the cutter with calico, and other articles, to make up? Yes.
1577. Has there been any mention made with reference to the supply of calico, and things to make up for the patients? They were very badly off for things, I am aware, before the cutter came; they are getting rather better now.
1578. Are you aware whether the same quantity was allowed before the cutter came as there has been since? There was never enough before.
1579. But there was no difference as to the allowance by the Committee? Not at all.
1580. Then there was a quantity supposed to go somewhere else, instead of to the place intended—some other use was made of it? I could not say that.
1581. Did ever you see the master tipsy? Not since I went back there.
1582. Have you seen any of the wardsmen or wardswomen in that state? There is one wardswoman I suspect.
1583. Who is that? The one over the old women.
1584. In the infirm ward? Yes; she is one of the old hands.
1585. *By Mr. Caldwell:* She is a wardswoman? Yes; she is never in that way in the day time, she may be at night.
1586. You do not know that of your own knowledge? Yes; I have seen her tipsy, and checked her for it.
1587. *By the Chairman:* Have you repeatedly seen the matron tipsy? That may be seen at any time.
1588. Is it usual? When she can get it.
1589. Can you give the Committee any further information as to the institution, with reference to the health of the patients, the diet, or anything of that kind, or as to the conduct of the wardswomen? The health is pretty good just now, but the people require watching.
1590. Were you in the institution during the months of June, July, August, and September, of 1860? I went there on the 16th July.
1591. During the month of June there was a great mortality—something like fifty-six? Yes.
1592. During the two months preceding that, there was no house surgeon? Dr. Aitken attended for six weeks before Dr. Gilhoolley.
1593. Do the gentlemen who attend there as visiting surgeons place their names in the visitor's book? They have not done so lately.
1594. Did they formerly? Yes.
1595. Do they attend regularly twice a week? Not every week.
1596. Do they give their attendance as regularly as gentlemen in their circumstances could be expected to do? Yes.
1597. Do you know whether they attended during the month when there was this great mortality? I could not say.
1598. I believe there are four medical gentlemen there as visitors? Yes; two physicians, and two surgeons.
1599. *By Mr. Caldwell:* Do you know how many foundlings you have in the institution? I think we have three at present.
1600. Under whose care do you place them? They are under the care of the nurses. There is one who was found at Dr. Williams' door, he is now fourteen months old; one who was picked up in Crown-street, six or seven months old; and the third was found in Bathurst-street lately.
1601. How are they reared? The nurse rears them.
1602. Some woman who has a child takes one of them? Yes, a woman with a good supply of milk.
1603. She nurses her own—? And that too; the child is also spoon fed.
1604. Do you, under such circumstances, give the woman increased comforts? Yes.
1605. Have you any women of loose character who have been confined more than once in the institution? Yes, there is one who has been confined since I came back—she was confined there four years ago. I believe there are only two have been there before.
1606. Do you know whether a number of the young women who come there to be confined will not give the names of the fathers of their children? They generally give names, but you cannot depend upon them.
1607. Can they not be reached? They tell you they are away, at sea, at the diggings, or somewhere.
1608. But suppose they name a person as father of the child who is in the city—do the Committee take steps to oblige the father to support the child? I believe they make her take out a warrant, but they make nothing of it.
1609. Have they ever done it? They have done it, but it is a very difficult thing.
1610. Have they ever recovered anything from the father for the support of the child in the institution? I do not remember an instance.
1611. You have spoken of having seen Mrs. Mansfield tipsy—did you ever report that circumstance to the Board? No, it is not my place.

1612. Has she ever been in the sick wards during the time she has been tipsy? I have seen her in the sick ward I would say touched a little.
1613. You stated that the inmates complained of Mrs. Mansfield? They pay no respect to her at all.
1614. If they complained, to whom did they complain? I have heard them grumbling among themselves; they laugh, and pay no attention to her.
1615. Supposing Mrs. Mansfield interfered with your sick patients, would you not consider it to be your duty to report it? She cannot interfere with the sick wards, she goes up to see whether the clothes or wards are clean; she has nothing else to do with them.
1616. Is she not matron of the whole establishment? She cannot interfere with the sick wards.
1617. Not so far as the medical treatment is concerned, but as to the oversight? Yes, she goes up sometimes to get the particulars of the patients admitted.
1618. If she was in the ward in such a state would you not consider it to be your duty to report the circumstance to the Board? It is not my place to do it.
1619. Was it ever, to your knowledge, reported to the Board? I know it has been reported to several members of the committee.
1620. Can you name any members of the committee to whom it was reported? I name Mr. Allen.
1621. How do you know Mr. Allen knows it? I know Mr. Anderson informed him. Mr. Allen asked Mr. Anderson particularly about it.
1622. Under whose care is the stock of calico and clothing? It is supposed to be under the care of the master and matron.
1623. Have you a room for the purpose of keeping these things? Yes, there is a store.
1624. The cutter cuts out the clothes in the same place? Yes.
1625. During the time she is there these goods are under her care? Under Mrs. Mansfield's care.
1626. Is not the cutter present in the room? Whatever she requires Mrs. Mansfield gives her an order for.
1627. She points out a certain pile of calico from which to cut out those things —
1628. *By the Chairman*: Mrs. Mansfield supplies her with a quantity of calico? Yes.
1629. A quantity of material is supplied to the woman? Most of the stores are kept in the store —
1630. *By Mr. Caldwell*: When a stock of calico comes in, it goes into this room? Into the store, and then it is removed into the cutting-room as is required.
1631. You have mentioned a wardswoman whom you suspected to be in the habit of drinking? She is an old hand; I know her, and knew her years ago.
1632. Do you not think you should have reported that to the committee? When I saw her at first I said I would remove her without waiting for the committee.
1633. You never reported her case to the committee? I would not; she being under my charge I could remove her at once.
1634. In fact you never reported this case? I warned her, and she listened to me; she takes good care now to keep out of my sight when she is in that way.
1635. You have spoken of the sick ward for the children, of the bad smells in that room— from what do they arise? The room window opens on the laundry.
1636. Is the room on a level with the laundry? No; but the smell arises.
1637. The whole laundry is underneath? Just at the back of it.
1638. Have you been annoyed by smoke arising from the chimney of the wash-house? No, I could not say that.
1639. Have you not ventilators in this room? There are what are called ventilators, but the gratings are inside.
1640. I suppose they go through the wall? Yes; but I want them removed, the draught is from the outside in; if the gratings were outside the draught would be the other way.
1641. *By Mr. Sadler*: Do you lose many women or children in childbirth? One this year died six weeks after her confinement.
1642. What was the cause? Child-bed fever.
1643. Of a malignant character? That is always bad.
1644. Is that the only case of that description of disease you have known there? Yes. When there is one case there are generally several; but that is the only one that was lost.
1645. That is a most dangerous disease? Yes, when it gets into a lying-in ward.
1646. Therefore it is necessary that women in this condition should be separated? Yes, if possible. There were several cases at that time.
1647. Do you attribute that to the state of the atmosphere—the want of cleanliness? Perhaps she took cold and did not tell of it, but allowed it to go on. I saw her every day, but she always denied it.
1648. Want of proper cleanliness and ventilation would cause that disease? Cold would.
1649. Would not the crowded state of the ward and the want of ventilation? That would scarcely have anything to do with it. I have seen as many as eleven children in the ward at one time; the place is altogether too small.
1650. *By the Chairman*: The place is in a fearful state about ten o'clock at night? Yes, that is the best time to see it.
1651. To have a correct idea of the state of the institution it should be visited then? Yes, between nine and ten; you can form no idea of the state of the building from visiting it by day; you should do so when the doors are closed, and all the inmates are in bed.
1652. Do you not think it would be an advantage if there were an inspector appointed by Government to inspect that place, once a quarter or once a month? I should like to see that, much.

J. Smith,
Esq.

22 Nov., 1861.

- J. Smith, Esq.
22 Nov., 1861.
1653. You think that would tend to improve the institution? I think it would tend to make the committee work better—make them attend to their work.
1654. Do the committee generally meet there every week? Yes.
1655. How many are there upon the committee? There are too many, close upon forty.
1656. What is the usual attendance? Some of them attend very well—very few of them.
1657. *By Mr. Caldwell:* How often do the committee meet? Once a week.
1658. You have a weekly meeting and a quarterly meeting? Yes.
1659. The committee that meets weekly is called the house committee? Yes.
1660. *By the Chairman:* How often do the committee meet for the purpose of admitting patients, or do they admit them every day? They are admitted every day, and are brought before the weekly committee when they meet.

TUESDAY, 26 NOVEMBER, 1861.

Present:—

MR. ALEXANDER, | MR. SADLEIR.

J. LUCAS, ESQ., IN THE CHAIR.

Simeon Henry Pearce, Esq., called in and examined:—

- S. H. Pearce, Esq.
26 Nov., 1861.
1661. *By the Chairman:* You are residing, and have been for many years, at Raudwick? Yes.
1662. You are aware that this Committee has been appointed by the Legislative Assembly to inquire into the adequacy of the provision made for the destitute through the instrumentality of the Sydney Benevolent Asylum? Yes.
1663. You are aware that the committee of the Benevolent Society have selected a site for a new institution? I am.
1664. Are you aware where they have selected a site? I am.
1665. You are, I believe, one of the committee of the Destitute Children's Asylum? I am.
1666. Do you see any objection to an institution of this kind being established in that locality? Not provided proper sanitary measures are carried out.
1667. Do you think the site proposed is the best site that could be selected in that neighbourhood? I think it is the best that could be selected, taking into consideration the distance from Sydney, and taking all the other advantages into consideration. I think the site which the doctors have given their report upon is the best site that could have been selected, inasmuch as it has an eastern aspect.
1668. And is protected, by one of the spurs, from the southerly wind? Yes.
1669. It is in the shape of a horse-shoe, with the ranges round it? Yes, it is something similar to the shape of a horse-shoe; and in the centre of that horse-shoe, as we might term it, if they were to build, it would be protected from the west and south.
1670. And also could be well drained? It could; proper measures, of course, would have to be adopted with reference to drainage, and so on.
1671. What position do you hold in connection with the Destitute Children's Institution? I am one of the Board of Directors of that institution.
1672. And have been since its establishment, I believe? Nearly so.
1673. You selected the site for the Destitute Children's Asylum? Yes.
1674. As a director of that institution, can you see any objection to the erection of the Benevolent Asylum on the site proposed? No, I can see no objection.
1675. Is there plenty of water there? Plenty of water, at all seasons.
1676. What distance is it from Sydney? About two and three-quarter miles; I think that would be the outside.
1677. *By Mr. Alexander:* What distance is the proposed site from the Destitute Children's Asylum? About a quarter of a mile from where I have suggested the institution should be built; quite a quarter of a mile.
1678. *By the Chairman:* It was proposed by some gentlemen to build the institution on a rocky point—that is not where you would propose to build it? That is where it was intended to be built. I suggested that spot because there you would be able to build on a good foundation, and would save a good deal of labour and expense in excavation. It is a little exposed to the south, but is well protected from the west.
1679. You have since altered your opinion, and think a better position would be in the bend of the shoe? If it were to be protected from the west and the south I would suggest that it should be placed in the bend of the shoe, so called.
1680. *By Mr. Alexander:* Would that cause a much larger expense for foundation than was at first intended? Yes, for you would have to sink for a foundation. The expense which that would cause would do more than build a wall on the south side of the place first selected. If it were built on the rock the drainage would be better, but the site is not quite so good, unless a wall were erected, or a double row of pines were planted to protect the building from the south winds.
1681. *By the Chairman:* While the pines were growing a great many of the people might die? A wall or temporary high fence might be erected on the south side, as a protection, until the trees had grown up.
1682. *By Mr. Alexander:* The committee might have the pines planted at once? Yes, while the building was being erected.

1683. *By Mr. Sadleir*: You think this site of the Horse-shoe would be more expensive, on account of the foundation? Yes; in a large building such as that the expense would be very considerable. S. H. Pearce, Esq.

1684. *By Mr. Alexander*: Did you take any active part in the building of the Destitute Children's Asylum? Yes. 26 Nov., 1861.

1685. Do you think if this building is erected on low land it will be well to build it on piles, on a sort of pier, so that the underneath part might serve as a sort of shelter for these people? I would as soon have a sandy as a rocky foundation, provided I could get out of the run of the water. I would have no objection to build a tower and steeple on the sand if I could keep the water from it.

1686. *By Mr. Sadleir*: What is the character of the sand there—is it of such a character as that you could build safely upon it? Yes, it is the same kind of sand as that upon which St. Mark's Church is built—that is nothing but a sand bed.

1687. The cost of building a foundation for so large a building would be very great, perhaps two or three thousand pounds? I would suggest the propriety of building the institution on the spot originally proposed. £500 would build a wall for the protection of the inhabitants. You would have better drainage there, and you would also have a good foundation, which would save perhaps £1,500, and it would be close to the stone which they would require for the building.

1688. Is the water good? Yes, very good; and there is plenty in all seasons. I never saw it dry. Moreover, by applying to the Government you can have a hundred acres on the west of the site, for depasturing cattle, if you will merely fence it in, for it is reserved for the purpose of the Sydney watersheds, but would not damage the Reserve.

1689. *By the Chairman*: That would be rather a matter of application to the City Council than to the Government, for the Government have already reserved it? No; the City Council at the present time have nothing to do with it; it is Crown Land, which will be reserved from sale for the Sydney watershed.

1690. *By Mr. Alexander*: That is the swamp above that? No, that will be secured for the watershed for the Randwick Municipality; the forty acres does not include that. The land I now refer to is on the west of the site selected.

1691. *By Mr. Sadleir*: On the whole you are in favour of the first selection, in respect to the expense of building, and you do not think it would be too bleak? Yes, there is one thing in favour of that, namely, that it will not be backed up by a sand-hill, which it would be if it were placed in the centre of the Horse-shoe. In the latter case you would have to excavate a portion of the sand for a foundation, and the heat which would be caused by the attraction of the sand would be objectionable. I think it should be erected on the spot which was first recommended by the doctors and approved by the doctors.

1692. Is it equally accessible? Yes, quite so. We are now forming a street there, and are putting down bushes previous to covering it with gravel.

1693. Do you consider that the sand at the back would be easily carried about, and would be dangerous to the eyes? It would if denuded of its vegetation, but the committee of the institution must take care of that; they must have trees planted, and see that the shrubs are not destroyed until the trees are grown.

1694. *By Mr. Alexander*: There is plenty of stone there? Any quantity of stone, and a good supply of water, and the land, for garden purposes, is not to be excelled in the whole locality; it is beautiful swampy land. I tried to get it for myself, but the Government would not sell it.

1695. You say there is good land at the last place—is there also good ground at the place now selected? The greater portion of the land in the Horse-shoe is good land; the place where the rocks are marked on the map is the site I propose for the institution; that is fit for nothing but for being built upon.

1696. *By the Chairman*: If there were a wall built upon the south side it would protect the institution from the southerly winds? Yes, and the garden also; and you would then have a place equal to any in the world.

1697. In the Horse-shoe, where one of the medical gentlemen proposed to erect the institution, it is very damp? Yes; Dr. O'Brien selected that on account of the protection afforded from the wind.

1698. *By Mr. Sadleir*: Is there any injurious exhalation from these swamps, for in some peat swamps the exhalation is terrible? No, there is no decomposed vegetable matter there which causes any effluvia to arise of an injurious character. The matter in these swamps is nearly all decomposed vegetable matter and sand.

1699. Then they are not peat swamps? No; the soil is formed of sand washed from the hills, and decomposed vegetable matter.

1700. Do you think if we could get a site along the railway line it would be more convenient for sending up these paupers? No doubt it would be more convenient for sending them up, but the question is, whether it would be more healthy. I consider the land upon the line is not the most healthy position for a public institution, for it is generally low land; at all events, I do not think it so healthy as Randwick, for since the Destitute Children's Asylum has been established there, (say three years,) I think there have not been more than three or four deaths among the children out of 270 in number.

Samuel Hebblewhite, Esq., examined :—

- Samuel Hebblewhite, Esq.
26 Nov., 1861.
1701. *By the Chairman* : You have been for some time a resident at Randwick ? About six years.
1702. You also have something to do with the Destitute Children's Institution ? I am one of the directors.
1703. How long have you been a director ? I think between three and four years.
1704. You are aware that this Committee has been appointed to inquire into the adequacy of the provision made for the indigent and destitute through the instrumentality of the Sydney Benevolent Asylum ? I am.
1705. You are aware that the committee of that society are about to erect a new building, and have selected a piece of land near the Destitute Children's Asylum, for that purpose ? Yes.
1706. As a director of the Destitute Children's Institution, do you see any objection to an Asylum of this nature being erected so near to it as this is proposed to be ? I see no objection ; there is a great distance between the two places ; besides there would be no danger to our institution, for there is such strict discipline kept that there could be no interference at all.
1707. You were in the room when Mr. Pearce gave his evidence just now ? Yes.
1708. Do you concur in his views ? I do entirely. I could add a little more with reference to the healthiness of the situation. My residence is in a very similar position to this site.
1709. I thought you lived upon the hill ? I do ; but we have two sites—one sloping to the west, and one to the east, and I have scarcely had a doctor in the place for my family since I have been there, and the children are proverbial for their healthy appearance. I attribute a good deal in the first place to the water, which is superior to any I have tasted ; it is free from the hardness which is peculiar to the water in the neighbourhood of Sydney.
1710. We shall be happy to hear any further information you can give the Committee ? With respect to the building, I know nothing about it. I went over the site with Mr. Pearce long before it was intended to be appropriated to this purpose, and we were so much struck with it, as being an eligible piece of ground for a garden, that he and I intended getting hold of it. It is protected from the westerly winds, which is a very important matter in this locality.
1711. It is in the shape of a horse-shoe, is it not ? Yes, the range comes round to the south, and protects it from the south-east winds, which are very strong.

John Matthew May, Esq., examined :—

- J. M. May, Esq.
26 Nov., 1861.
1712. *By the Chairman* : You are connected with the Destitute Children's Institution ? I am the superintendent.
1713. And have been for what period ? Three years and a half.
1714. You are aware that this Committee has been appointed to inquire into the adequacy of the provision made for the destitute and indigent through the instrumentality of the Sydney Benevolent Asylum ? Yes.
1715. You are aware that there is a piece of land about south-west from your institution which has been selected as a site for a new Benevolent Asylum ? Yes ; not quite so much to the westward.
1716. Do you, as Superintendent of the Destitute Children's Institution, see any objection to the establishment of an Asylum of that nature in your neighbourhood ? It occurs to me that such a building upon the proposed site, situated as it is in the immediate neighbourhood, might operate prejudicially to the management of the Randwick institution, inasmuch as the offspring of the inmates of the Benevolent Asylum are special objects of admission into the Destitute Children's Asylum. Parents, I fear, would be exceedingly troublesome in their importunities to see their children, which would, in a great measure, interfere with what we consider so desirable, namely, to break off the connection of children from their parents, on account of the depraved and vicious habits of the latter. It would tend to keep up an intercourse, and if the plan proposed be carried out, it will be necessary to enforce a greater degree of restraint upon the inmates of both institutions than would otherwise be required. I have no doubt means could be adopted that would prevent any intercourse, such as the erection of walls ; but at present our institution is quite open ; it is not even enclosed by a paling fence.
1717. But if there were proper lines drawn, and the keeping within them were enforced, that would meet your objection, would it not—the children are always kept under the eye of some person ? Unless there were proper boundary walls, it would be quite impossible to keep them in.
1718. You are aware that in an institution of the nature of a Benevolent Asylum, people are not allowed to wander about where they please—there are certain limits defined ? I understand they get permission occasionally, to go out and seek service.
1719. When they apply they have leave to go out of the institution for a certain period, but I do not see how that would interfere with your institution, if you had regulations made to prevent persons seeing their children without first obtaining permission ? It is not as if they would come and apply in a regular manner, but they would come about to the extent of our boundary, and get at the youngsters in that way.
1720. If you look at that map (*referring to the map on the table*), you will see that there is only one portion of your land that runs down to the street, and then there is a street which runs between your land and that to be given to the Benevolent Asylum—I presume you never allow your children to ramble about without being under the charge of some person ? We do not allow them, and there is no inducement at present.

1721. That is your only objection? That is my only objection. I have no doubt that means might be adopted to prevent any intercourse whatever. As far as the healthiness of the site is concerned I cannot speak of it in too favourable terms. The fact that during the last three years and a half we have only had three deaths speaks for itself. J. M. May,
Esq.
26 Nov., 1861.
1722. Have you a garden there? We are getting the land under cultivation rapidly.
1723. Do you find any difficulty in getting supplies—what is the cost of getting them out? Our supplies are generally furnished by contract, and we pay no extra charges for their being sent out.
1724. How do you get your inmates from Sydney—do you send a cart for them, or are they sent out by the omnibus? We have regular committee days; the applicants know those days, and are generally in attendance; some of them afford to come by the omnibus, others walk, and others get a lift in a cart; they generally manage to get out; there is not much difficulty about that; it is a very easy transit.
1725. *By Mr. Sadleir*: Have you any restrictions upon parents visiting their children now? They are supposed to obtain an order from a director, but there is a certain discretionary power left with myself. It is a long way for parents to come from Sydney, and if they were ignorant of the regulation it would be a great disappointment to them to be sent back without attaining the object of their visit.
1726. There are two sites which have been proposed? Yes, one upon the rock and the other in the bend.
1727. Is the rocky site much farther from you than the bend? No. I am happy to say that the children are now under such control that if I were to draw a chalk line and say they must not pass over it they would not.
1728. How can you shut out the parents? Not well.
1729. *By the Chairman*: Are there many of the children in your establishment whose parents are in the Benevolent Asylum? There are several; I can scarcely form an opinion of the number. We have had several applications from inmates in the Benevolent Asylum for permission to see their children, and I know many are blind or too infirm to get out to see them, but who write to them. There are also inmates of the House of the Good Shepherd and of the Refuge who have children there.
1730. *By Mr. Alexander*: Are you not aware that a great many women who are not in the Benevolent Asylum have children in the Destitute Children's Asylum? Yes, I should exceed the number, I think, if I said that ten per cent. of the children in our institution were the children of the inmates of the Benevolent Asylum.
1731. Of course when they get their children into the Destitute Children's Asylum they are able to go to service? Yes.
1732. *By Mr. Sadleir*: In fact the greater the opportunity given to parents, the greater the reason to dread intercourse between the parents and their children? Yes.

THURSDAY, 28 NOVEMBER, 1861.

Present:—

MR. ALEXANDER, | MR. SUTHERLAND.

J. LUCAS, ESQ., IN THE CHAIR.

Alderman Joseph George Raphael called in and examined:—

1733. *By the Chairman*: You are a director of the Sydney Benevolent Institution? I am. Alderman
J. G. Raphael.
28 Nov., 1861.
1734. How long have you been a director? Nearly two years.
1735. Has there been any inquiry since you have been there? Two separate inquiries.
1736. There was one, I think, some twelve or eighteen months ago? The first, I think, was about twenty months back.
1737. What was the nature of that inquiry? It was into some complaints against the conduct of the doctor, the master, and the matron of the institution.
1738. What was the result of that inquiry? The result of the inquiry was that the Board of Directors were recommended to adopt a different course from what had been pursued. Many of the complaints were found to be groundless, and many others were thought to be worthy of attention.
1739. Did the sub-committee appointed to make this inquiry report to the general committee? There is a written report, or ought to be, in the hands of the Under Secretary, among the papers of the institution.
1740. Was there a second inquiry? There was.
1741. What was the nature of that inquiry? It was with reference to charges made by the inmates.
1742. What was the nature of the charges? The charges were against the secretary, Mr. Johnson, and against the master and matron, for having, purloined the stores and for making an improper use of them—selling them and placing the proceeds to their own account.
1743. That was against Mr. Johnson? No, against Mr. and Mrs. Mansfield.
1744. Mr. Johnson is not now connected with the institution at all? No, he is dead. The charge against Mr. Johnson was that he had withheld certain moneys which he ought to have paid to the weekly outgoing.
1745. That is, for out-door relief? Yes.
1746. There are many cases in which persons out of doors receive money from the institution to pay their rent, and it was a portion of this money which he should have given to the out-door paupers that he embezzled? That is what was stated.

1747.

- Alderman 1747. Was there evidence taken? There was a large amount of evidence taken from the
 J. G. Raphael. different inmates.
1748. Was a report made? A report was made and signed by the chairman also.
- 28 Nov., 1861. 1749. What was the nature of the report? The committee did not exactly agree in it, only
 it fully relieved Mr. Johnson of the charges made against him.
1750. Did it relieve the others? The master and matron were not so fully cleared, but the
 matter was not sufficiently made plain to support the charge that was preferred.
1751. *By Mr. Alexander*: That is your opinion—that the matter was not fairly cleared up;
 was that the general opinion of the Board of Inquiry? The Board were of opinion that
 there were not sufficient grounds to support the charge that was made.
1752. *By the Chairman*: Is that report now in existence? It should be at the institution,
 signed by the chairman, Mr. Hunt.
1753. Were you appointed one of the committee to visit the Liverpool institution? I was.
1754. Was there a committee of inquiry appointed, or merely a sub-committee of the
 managing committee of the Benevolent Asylum, to visit and look over the institution—was
 it for the purpose of inquiring into any alleged mismanagement? A sub-committee
 was appointed from the general committee to visit the Liverpool Asylum, in consequence
 of certain charges having been made against the doctor and master of the institution.
1755. What was the nature of the charges? Drunkenness and neglect of the welfare of the
 institution.
1756. Did you visit that institution? We did.
1757. Did you take evidence? We did.
1758. Did you report? We did.
1759. What was the nature of that report? The nature of that report was, that sufficient
 had not come under our notice to warrant us in stating that the parties were as represented,
 although some of us were of opinion that the doctor was not in the state we would have
 liked to have seen him in.
1760. Upon the occasion of the inquiry? Yes.
1761. And you reported so? We did.
1762. With reference to the inquiry, and the report made when the charges against the
 master and matron were inquired into, you say that the report did not confirm the charges?
 It did not.
1763. Do you state your opinion of the matter, or the opinion of the committee generally?
 I am giving the opinion of the committee generally; the charges were not substantiated, at
 all events, to our satisfaction.
1764. Was that the unanimous opinion of the committee, or were there any dissentients?
 I was a dissentient to the first report, and I gave in a written protest against it.
1765. I presume also that that protest is in existence, or should be? Yes.
1766. In the custody, as I should imagine, of the accountant? Of the accountant.
1767. Have any changes taken place since this report? Considerable changes, both at
 Sydney and at Liverpool.
1768. In what respect? At Liverpool, with regard to the rations, some changes have taken
 place.
1769. Will you name what they are? I believe the food is now of better quality, and more
 conscientiously distributed. If I may be allowed to state, we found fault with the rations,
 and on some occasions the people stated that they did not get their fair allowance.
1770. Were there any vegetables served out? At that time there were not. In conse-
 quence of the remarks of some of the inmates there, myself and the gentlemen who were
 with me—I think the Rev. Mr. Sheridan and Mr. Robinson—instituted an inquiry upon the
 spot, and we found that the remarks of the paupers were too true.
1771. They had no vegetables? They had no vegetables; and other things were not sup-
 plied according to the scale they were entitled to.
1772. How long is that ago? I think about eighteen months.
1773. Are you aware that no vegetables have been served out since that? Since that they
 have been served out.
1774. How often? I cannot say; the master had instructions to serve them out.
1775. Do you know of your own knowledge that they have had vegetables? I do not;
 I have been to Liverpool several times, but at no time have I seen vegetables served out;
 but I have heard the paupers state, in the presence of Mr. Mulholland, that vegetables have
 been sent out of the institution to persons residing in Liverpool.
1776. Have you visited Liverpool since that? I have been to Liverpool three times since that.
1777. Did you think it your duty to ask whether the recommendation made by you, and
 the gentlemen who accompanied you as a sub-committee, had been carried out, with regard
 to the supply of vegetables? We did; as also with regard to the tea and sugar.
1778. Would you believe that they have never had any vegetables served out since, with
 the exception of what have been grown in a garden hardly sufficient to supply a moderate
 family? I believe there has been great neglect.
1779. Would you believe that they have not had vegetables above twice for the last eighteen
 months? I can only fall back upon what I have stated, that the master had orders to serve
 them out.
1780. Supposing the committee did not supply the master with potatoes, he could not serve
 them out? In reply I can only say that the master was directed, if he wanted anything,
 to write, and he should be supplied. There was the item of barley, which had not been
 supplied, and upon our recommendation that was sent.
1781. One of the witnesses at Liverpool stated—(*The Chairman read Frank Allen's evidence,*
Nos. 909 to 911)? I can say I never heard a complaint to that extent. We had a complaint
 that

that they did not get a sufficient supply of meat, and that the beef as well as the tea and sugar were not used for them.

1782. Will you look at that scale of rations given by the master of the institution at Liverpool. (*Handing the scale to witness.*) You perceive that under that there is no provision for serving out vegetables, excepting what are supplied by the garden? With regard to the vegetables in the garden, the master had positive orders if he had not them to get them.

Alderman
J. G. Raphael.

28 Nov., 1861.

1783. But the committee never supplied them? I must say that I think it was as much the fault of the visiting committee at Liverpool as of the master.

1784. *By Mr. Alexander:* You mean the local Board? The local committee,—inasmuch as these gentlemen are aware of the complaints. I have three times found fault with the quality of the meat. The local Board know when we are going up, and I have no doubt that, on these occasions, they endeavour to get a better show of meat than ordinary. The soup, on one occasion, was pretty good; on others, indifferent; the meat has been always indifferent—of the worst quality the contractor could send; so much so, that on our return from Liverpool I informed the general committee of it, and asked the chairman, who was then sitting, to send an order that on alternate days, as beef and mutton were supplied, it should be sent up in bulk—that is, a side at a time, and not cut in pieces; that it should not be left to the discretion of the contractor to send scrags, and odds and ends of boiling pieces. I am positive that I saw a shoulder of mutton, when boiled, that had shrivelled up to the size of this note paper.

1785. You are aware that there is no other mode of cooking the meat at the institution than boiling? At present; although myself and the other gentlemen suggested that there should be a proper oven for baking; but that seemed to meet with every opposition from the master of the institution at Liverpool.

1786. Have you also recommended that there should be an oven in the Sydney institution? I have once or twice spoken of it, but I have been out-voted and it could not be carried out.

1787. Do you not think it desirable that there should be some change in the mode of cooking the meat? I have always been of that opinion. I believe that the present system causes great waste, because, from constantly taking of the same food, it becomes nauseous to the people, and they will not eat it.

1788. We found that, in the institution in Sydney, the people had boiled meat and potatoes two days a week, and boiled meat and soup four days a week—do you think it would entail any extra expense, with the exception of the first outlay for building an oven, to bake the meat? I am quite sure it would be a saving to the institution, if they were not only to bake their meat but the whole of their bread.

1789. And it would make a very agreeable change? If I may be allowed I would state that I am of opinion, and always have been, and have suggested it to the committee, that we should bake the whole of the bread for the establishment. After the oven had been heated for baking the bread, the meat could be baked at no expense, and would be more generally consumed; the saving in the waste alone would more than compensate for the expense. I would also add, that it is essential that the institution should be supplied with milk from its own cows, for it has been supplied more than once with rubbish called milk, which has called forth a strong opinion from some of the directors. I may add, that the garden at Sydney might be made to grow a large portion of the vegetables required for the institution, if it were properly looked after and cultivated.

1790. Do you think that could be done in the garden of the present establishment in Sydney? I do. The erection of an oven would not cost above £60. There is now a large plot of ground miserably looked after; in fact it is hardly looked after at all; and I have been told that, years ago, nearly enough vegetables were grown there for the supply of the institution. I believe, if it were well looked after now, it would grow nearly enough for the supply of the inmates.

1791. Do you approve of the manner in which the institution is at present managed? I do not; I think it should be on a different footing altogether.

1792. Do you think it would be an advantage if an inspector were appointed by Government to visit the institution monthly, and to make reports in duplicate, giving one to the committee and sending one to the Government? I do not think that would be any advantage; I think the institution should be differently managed altogether.

1793. I do not mean that the inspector should have any control over the managing committee, but that he should visit the institution monthly, and report, sending one copy of his report to the Government, and the other to the committee. You are aware that a very large amount of the public money is annually voted for the institution, something like twelve-thirteenths—do you not think, under those circumstances, that the public should know how the institution is going on? In reply to that I would say that the institution should be managed by a medical superintendent, who should be elected by the directors, and approved by the Government; he should be a married man, and be compelled to live there. The persons holding the situations similar to those now occupied by Mr. and Mrs. Mansfield should bear the titles of steward and stewardess of the institution; or one might be termed the medical superintendent, and the others master and matron, but subservient to the ruling of the chief officer—the medical superintendent. The institution would be then so managed that the Government would have a larger control over it than at present. In addition to the officers I have named, there ought to be a person holding the office of steward, whose sole duty should be to have charge of the stores.

1794. You say that the committee should first have the appointment of this medical superintendent, and that the Government should merely sanction the appointment? The Government should have the right of sanctioning the appointment.

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1795. Who should have the right of dismissing him? I have no doubt that upon a representation of the Board of Directors, to the effect that such a course was necessary, the Executive would immediately dismiss him.

28 Nov., 1861. 1796. Without such a report from the committee the Government should not dismiss him? Certainly not.

1797. What would be the use of giving the Government the power of sanctioning the appointment, if they must dismiss him upon the report of the committee? No, I do not say *must* dismiss him; there would be nothing imperative, but the committee might recommend his dismissal, and in the meanwhile suspend him; and on the other hand, if the Government wished to dismiss a person, they could immediately suspend him, and call for a Board of inquiry into his conduct.

1798. How would the Government obtain information? The Government have sometimes obtained information which we have not; for instance, the second inquiry was caused by one of the inmates, who wrote to the Government, and the Government sent his letter to us. It was that which led to the inquiry.

1799. You have spoken in your evidence of charges having been made against the master or matron of using certain stores—did it ever come before you that there was a deficiency in the medical comforts, spirits, wine, porter, or anything of that sort? It has, both in Sydney and Liverpool.

1800. Was there found to be a deficiency? In consequence of the reports we found at Liverpool —

1801. Will you in the first instance confine yourself to Sydney? It was in consequence of complaints we heard when I was on the visiting committee at Liverpool, we ordered for the future that all supplies were to pass through the storekeeper's hands, and that the items of tea and sugar were to be put by him into the boiler. It was said that there was some way of getting the stores out of the establishment at Liverpool, and that certain rums came over the wall in exchange. The paupers stated that although the tea and sugar were brought into the kitchen, it did not all find its way into the boiler, and that accidental packages went over the wall once or twice a week, and accidental bottles of rum came in exchange.

1802. Was there a charge of a similar nature with reference to the institution in Sydney? I was informed by one of the directors—I think the Rev. Mr. Dougal, the Scotch minister—on one occasion, that a large quantity of brandy was deficient, and that it was supposed it had been used by the heads of the establishment.

1803. When you speak of the heads of the establishment, whom do you mean? It was supposed to have been consumed in the master's and matron's branch.

1804. Were they compelled to make good that deficiency? When Mr. Dougal informed me of it, it was Board day, and I was just about to bring it before the Board; but just as I was about to introduce it Mr. Dougal came to me and asked me not to do so, because the stores were to be made good.

1805. Without being brought before the Board? Yes; he said it would perhaps be better not to bring it before the Board on that occasion, as the stores were to be made good immediately.

1806. Do you know whether they were made good? I was informed when I next attended, on the following week, that they had been made good.

1807. And you did not think it was your duty then to bring the matter before the committee? As I only knew of it from hearsay evidence, and as I was requested not to do so by the gentleman who had informed me, and by another gentleman on the Board not to do so, I acted upon their request.

1808. Will you mention the name of the other gentleman? I have no hesitation in saying it was my friend Mr. Alexander. I believe the good nature of the directors has caused many of the faults.

1809. Has any charge of drunkenness been brought before the committee when you have been present? No.

1810. Have you heard any? We have heard rumours, but we could never have any direct charge brought to us.

1811. There are a great number of females who go to the institution to be confined, and the Committee learn that cases of that kind are very much on the increase. From the evidence of the doctor we learn that, up to the present date, nearly double the number of women have taken advantage of the institution that have done so in any previous year; I think he stated there were upwards of ninety. It is also in evidence that some of these women remain in the institution as long as twelve months after their confinement—do you think that is a desirable state of things? I believe the institution is most grossly abused, and I have been of this opinion for a long time past. It is nothing but a pleasant domicile for the worst of characters. It enables them to carry on their bad practices, and every encouragement is given them to do so.

1812. When you say every encouragement is given to them, do you mean merely that their reception into the institution has that effect? By being so readily received into the institution, and by the very munificent way they are provided for when they are there.

1813. But when women come to the institution in that state they must be received under any circumstances? I should admit every case; but my mode of dealing with these women would be very different from that adopted.

1814. Will you inform the Committee what is your notion as to how these women should be dealt with? I think that all single girls who come there to be confined with their bastard children should, after two months have elapsed, and themselves and their children have gained strength, be compelled to seek service in Sydney, or the Board should have the power to compel them to go into the interior and seek situations, the Board paying their passages up to the principal townships.

1815. What would you do with them when they arrived there? I am sure the bulk of them would get immediate employment, and many would get married, and thereby the institution would be relieved of these persons, who are continually making a practice of being confined there, and either of getting rid of their children, and then going back to be confined with another, or else of living on the institution. During the time I have been connected with the institution I have seen instances of the most brazen and hardhearted conduct on the part of these mothers. I have seen a woman who had been three different times in the institution to be confined; upon the last occasion she threw her child down upon the grass and went away, saying she would soon get another.

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1816. *By Mr. Alexander*: Why did she do so? Because the committee would not allow her to remain in the institution.

1817. The committee refused to allow her to remain? The committee were compelled to expel her on account of her bad conduct—her vile and blasphemous language.

1818. What was her object in throwing the child upon the grass? To compel us to take her and her child back again. I believe the bulk of these women, when they are once admitted, try their hardest to remain there; and there are but few cases where you can get them to go out and keep out. It is nothing less than a lazy, indolent home for them. I would like to state, with reference to this subject, that when the first inquiry was being made, a married woman, who was examined as a witness, stated that she should avail herself of the institution on every occasion when she was confined; for that she had found so much comfort there beyond what she could get in her own house. Her husband was a seafaring man. I was on the committee at the time, and she seemed to think it was highly complimentary, but I thought it was disgraceful that such an institution should be so abused. She said she could get ale and porter, and brandy, and other comforts, far more than she could get in her own place.

1819. What was the nature of her circumstances when she was first admitted? When she applied at first she was in distress; her husband was away at sea, and she stated that she was in destitute circumstances; but when she was before the Board to be examined in the matter of this inquiry she was in a better position, and she kindly told us that when she again needed to be confined she would avail herself of the institution.

1820. What was the nature of her recommendation when she was first admitted? It was in consequence of her husband being away at sea, and of her being left without means.

1821. Upon whose recommendation was she admitted? I cannot say.

1822. Was the party who recommended her a clergyman? I cannot say, but I think clergymen generally are too ready to give their recommendations, from Christian charity; perhaps they would not have so much Christian charity if it were to come out of their own pockets, instead of out of the funds of the country.

1823. She got admission in consequence of having a recommendation from some respectable person? Yes; and no doubt in the first instance the woman was a proper object; but she had been treated so well that she had resolved on future occasions to patronize the establishment, even when the necessity did not exist. I may state that in many cases the women who come there—servant girls who come there to be confined—have means of supporting themselves during their confinement. In one case a woman living in service on Church Hill came there with an order from some clergyman for admission to be confined, and we elicited from her that she had been in the habit of seducing a married man—knowing at the time that he was an engineer, living at Pyrmont, and a married man—of inducing him to come over to her mistress' dwelling and to cohabit with her; and that on these occasions she used to get hot suppers for him. The woman admitted that she had been receiving good wages—ten or twelve shillings a week; she represented that at the time she had no means. I opposed her admission, but was out-voted by the other members of the committee, who stated, perhaps properly, that as the woman stated she had no means we were bound to receive her statement. That woman told me herself in the ward that when she went out she should know where to come again the next time.

1824. *By Mr. Sutherland*: How long did she remain in? I think she managed to remain in three months. I think the luxuries provided for them are the great inducements for their return.

1825. *By the Chairman*: I believe some of them, or at least one of them, has been confined there three times within four years? Yes; and that one told me on the last occasion that we might do what we liked,—she would come in when she pleased, would go out when she pleased, and that she meant to have another, and would be in again shortly.

1826. She told you that? She told me that in the establishment.

1827. Do you not think these persons should be compelled to work when the medical officer reported them to be sufficiently strong? Yes; my opinion is that they should all be compelled to work, and earn their own living.

1828. There would be no difficulty in getting different kinds of work upon which to employ them, in order that they might earn sufficient to meet their own expenses? That might be injurious to artizans in the town. I think the best course would be to send them into the interior, where they would not be known, might get into service, and become respectable members of society. If they are kept in the Asylum, at needlework, they will abscond, get over the walls, and in a short time come back again in the family-way.

1829. You could not compel them to go into the interior? I think the institution taking them in under such circumstances ought to have the power. If they have not the power I think there should be an Act passed to enable the committee to compel them to go into the interior. It would be better than to allow them to bastardize the city to the extent they now do.

1830. Do you see any objection to their obtaining work from the city—it could not possibly interfere with the labour of other women to any extent? I am sure it would; I know many respectable

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23 Nov., 1861. 1831. Do you think the institution should have the power to sue the fathers of these children for the expenses incurred while the women are in the institution? I think the institution should not only have the power but should be compelled to do that.

1832. That is, where the fathers could be found? I think that would be the means of putting a stop to the present proceedings.

1833. Do you think there should be a separate institution for lying-in women? I am of opinion that it should be separate altogether.

1834. Under a separate management? It could be a separate wing of the same establishment, but the inmates could be kept entirely apart.

1835. Do you not think there should be better means of classification than they have in the present institution;—we find from the evidence we have taken that many decent married women go there, whose only fault, if fault it be, is their poverty, and some of the worst characters in Sydney may be lying in the next beds to them; do you think that a desirable state of things? I think alterations should be carried out in the lying-in wards to this extent,—that there should be a separate room for married women; a second room for girls who have come in for their first accouchement; and a third room for incurables—common prostitutes. I think that many of the young girls who come there for the first time, though they have erred, should have the opportunity, if they have the desire to reform, and that if these were forwarded into the interior they might become respectable members of society.

1836. *By Mr. Alexander:* You say that some work should be found for these women? Yes.

1837. Have any attempts been made by the committee to make them work? Yes, repeatedly, but they will not do it; they know the committee have no power of compelling them, and they will not do it.

1838. You just now made some objection to the management, on the ground that there was no work for the women to do? There are lots of work for them to do, but the cause of their not being able to do it is their children; the mothers will not part with their children, and we have not the means of compelling them. There would be an outcry on their parts, if required to go into the wash-house or drying ground, that their children would fall sick if they left them; and they are prepared with evasions of all kinds to stultify any efforts to make them work. I think it ought to be compulsory upon the inmates that they should do the work of the institution.

1839. You are aware that certain women are put to the wash-tub—what is the nature of the difficulty the committee have to contend with to make them work? I know that certain women ought to be put to the wash-tub, but from time to time they cause a large amount of trouble. The committee have sometimes to threaten that if they do not work they will turn them out; and the Rev. Mr. Dougal and myself, on one occasion, turned out five or six in one day, for their insolent conduct to the matron, and their stubborn refusal to work.

1840. Are you aware that the question of baking the meat to be supplied to the inmates has ever been brought before the Board? Yes.

1851. What has been the difficulty in the way of that? It has been objected to on the ground that it would create an immense amount of labour, and that the provisions would not go so far.

1842. Has there been any inquiry as to bread being baked upon the premises? I believe that has been brought up and objected to; but from my experience as a director of the Destitute Children's Asylum, where they bake their own bread, I am convinced there would be a large saving.

1843. What was the reason this matter was not carried out? I have understood from the honorary secretary that the expense of an oven would be too great.

1844. Was it not that the building was not of sufficient extent? I believe there is ample room.

1845. Are you aware that there is not a store room capable of holding a ton of goods? I believe you would not have had the store you now have, if it had not been for the present committee, and that if a larger one were required there is abundant room where it could be erected.

1846. That is your opinion? Yes; it could be placed in a similar position, on the opposite side to the last new store erected.

1847. You said something as to the management of the garden—are you not aware of the cause of the destruction of the vegetables which should have supplied the house? I believe the want of supplies from the garden is from want of the garden being properly cared for.

1848. Are you not aware that there has been a disease among the vegetables—the aphids—which has destroyed them? The principal disease is the laziness of the inmates, and the want of proper care.

1849. You say you have been to Liverpool, and that the inmates get no vegetables there? While I was there they had no vegetables. The inmates complained that the vegetables they ought to have had, had been sent into the town.

1850. Another matter you have set forth, about women being sent into the interior—have not women at any time been sent into the interior, and have not their passages been paid for by the institution? Not to my knowledge.

1851. Is it not within your knowledge that several women have been applied for and sent up the country? As wet nurses?

1852. Have not even wet nurses been sent into the country, and have not they in a few months returned to the institution? I believe there have been some few cases.

1853.

1853. You seem to recommend strongly that Government should sanction the appointment of the chief officer—will you state, for instance, when we have required a doctor, an under secretary, or accountant, what has been the mode of electing those officers by the present committee? I believe the present committee elected as good men as they could have got for the salaries.

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1854. Do you consider that there have been any great improvements made in the institution during the last two years? I do; very material improvement.

1855. In what way? As regards the management; in the mode of discharging their duties by the servants, and in the economy of the expenditure. I would like to say that I do not think sufficient care has been taken by the medical officer to eradicate that pest, the itch, from the institution. I am convinced that it might have been done, as in the other institution, to which children are continually drafted who have some remains of the disease; it has been entirely eradicated.

1856. You are a director of the Destitute Children's Asylum; I am.

1857. How long have you been so? About five years.

1858. Do you know the site which has been selected for the new Benevolent Asylum? Yes.

1859. Do you know the exact spot? Yes.

1860. What is your opinion of that site? I think it is a very excellent situation, and that the Government ought soon to make it over to the directors, and thereby enable them to take immediate steps for the erection of a new building.

1861. What is your opinion of the salubrity of the locality? I think it is a most healthy situation, and that the Government ought to urge upon the directors to get things into fair building order as soon as possible.

1862. Are you aware whether the committee have any means of punishing any of the inmates who may misbehave themselves? They have none whatever—not even by stopping their rations, consequently, when they please, they set the Board of Directors at defiance.

1863. *By the Chairman:* Is it not in the power of the committee to expel them? It is.

1864. Is it not also in the power of the committee to stop their rations? If they were to stop their rations other inmates would give them some of theirs, and this cannot be prevented, as there is no means of keeping those who may misbehave from the other inmates. With regard to expelling them, many of the women who have children are in delicate health, and it often happens that these are the most disobedient. It would be impossible to expel them under such circumstances.

1865. The new building is not likely to be completed under four or five years? I think if it were commenced at once, in two years it might be brought into use.

1866. Do you think the present objectionable mode of cooking the victuals should be continued? I do not; I think it should be altered immediately.

1867. The expense that would be incurred would be merely the cost of building an oven? I believe the cost of an oven and a proper shed would not exceed £100.

1868. *By Mr. Alexander:* Are you aware whether at any time the inmates have been supplied with baked meat? I am not aware of my own knowledge.

1869. Have you heard so? I have heard that once or twice at Christmas time they have had roast beef.

1870. Have you not heard that they expressed themselves as better satisfied with boiled than with roast meat? They have not told me so; they have given me a very different version. There is one matter I would refer to with regard to religious separation; I think some endeavour might be made to keep invalids of different religious persuasions separate; as at present if a Protestant minister is delivering a lecture to or praying with a patient of his own religion, the person in the next bed may be a Roman Catholic and make a mockery of it; and the same thing may be done by a Protestant inmate when the priest visits those of his flock. With regard to outdoor relief also, the applicants should be classed under the heads of the different Churches to which they belong. I know that many impositions are practised by Roman Catholics going to Protestant ministers for recommendations. In one case, a woman who was a Protestant went to Archdeacon M'Enroe, and represented herself to be a married woman and a Roman Catholic; she was afterwards proved to be a single woman. I asked her how she could go to a respectable clergyman and practise such a cheat? She said her circumstances were desperate and they made her desperate. She was in labour at the time, otherwise I would have prayed the committee not to have admitted her. Catholics come before the committee with recommendations from Protestant clergymen, and Protestants with recommendations from Catholics.

1871. Are you aware whether the committee countenance that system—have they not often refused to receive the recommendation? In consequence of the complaints of the Roman Catholic priests, as also of myself, the matter has been brought under the notice of the Board, and the committee now set their faces against it. I know that a large amount of fraud has been practised by Protestants, who have come with certificates from Roman Catholic clergymen, and got rations to which they were not entitled. I believe that if an account were kept of the religion to which the various applicants belonged this would be a great check upon frauds of this kind, as the ministers of the different religions would be likely to be best acquainted with the circumstances of the people applying to them.

1872. You are a very regular attendant at the Board? I am very seldom absent from the meetings.

1873. Of course you take good care that these abuses of which you complain shall not be continued? I have been compelled, in consequence of being over-voted, to submit. I say that in every case where impositions are brought before us we ought to check them. Now I have known cases where it has been shown that people have been receiving much larger out-

door

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1874. Have your representations had any weight in these cases? I believe they have on many occasions, and that the committee, if they have erred at all, have erred from too much mercy and kindness to such parties; but I am afraid if the money came out of their own pockets they would be much more cautious of their charity. I would suggest the advisability of the directors being in connection with the Inspector General of Police, to have the various inspectors to inquire into the deserving and worthy objects of out-door relief, they having a far better mode of getting said information than the present master, who being so well known in many neighbourhoods, from his repeated inquiries, that it frustrates his getting the proper information; no sooner is he seen in any neighbourhood than all are on their guard—"here is the poor-house man"—and consequently many abuses exist that otherwise could be stopped. Furthermore, a larger number of tradesmen ought to be on the committee, as I consider it would greatly assist the better working of the institution.

Mr. Frederick Ropier Robinson examined:—

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1875. *By the Chairman:* You are a director of the Benevolent Institution? I am.

1876. How long have you been so? Nearly two years.

1877. Were you on the first Committee of inquiry mentioned by Mr. Raphael? Not the first inquiry.

1878. Were you on the second? I was on the second.

1879. What was the nature of that inquiry? It was with reference to charges made against the acting secretary or clerk, Mr. Johnson; against the master, Mr. Mansfield; and the matron, Mrs. Mansfield.

1880. What was the nature of these charges? The charges were generally very frivolous, that is in their proofs particularly. The greatest charge against Mr. Johnson was that he had detained some money which ought to have been paid to a person who was leaving the institution. That charge Mr. Johnson satisfactorily explained by producing his books, to the Committee of inquiry, which proved that the money was in the funds of the institution, and that if there were anything at all due to the man who had left it was still due by the institution.

1881. What were the charges against the master? The principal charge against the master was as to his having appropriated the proceeds of the sale of bones and fat. This Mr. Mansfield satisfactorily proved to the Committee to be unfounded; he proved that all the bones and fat which had been produced in the institution had been sold and credited to the institution—that the institution had received all the proceeds. He shewed also that he it was who instituted the saving, and that when he first came they were thrown away, or that the bones were used as fuel under the copper; that it was at his instance entirely that the bones and fat were made available, and proved by receipts and documents that he had paid over to the institution all the proceeds during the period of his management.

1882. Then the whole of the charges against the master, as well as against the acting secretary, fell to the ground? Fell to the ground entirely. They were considered by the gentlemen who formed the committee—of whom Mr. Plunkett was the Chairman, and Mr. Moutry, Mr. McArthur, Mr. Raphael, myself, and I think, but am not sure, another gentleman, were members—to be unfounded. They were satisfied that they had arisen from mere conversation and report among the inmates, and were almost entirely without foundation; that is, that they were without foundation as to criminality, and the parties were quite exonerated by the Committee.

1883. What were the charges against the matron? The charge against the matron was for keeping fowls upon the place, and supplying the institution with eggs at double the price they could be purchased for outside. The reply of the matron was, that the fresh eggs which had been laid by her hens had been used for the benefit of the institution, but that in no case had she charged so much for them as would have been paid if they had been purchased out of doors. I think she charged something like 1s. or 1s. 6d. a dozen when they were sold at 1s. 6d. or 2s. at shops in Sydney.

1884. Were there any other charges against the matron? I do not recollect that there were any other charges on that occasion.

1885. You were present when Mr. Raphael was examined—do you know anything about the circumstance to which he referred, of brandy having been missed? No, I never heard of that; I am not upon the acting committee, and therefore, although I attend very often, I do not attend weekly.

1886. You accompanied Mr. Raphael to Liverpool? I did.

1887. Do you bear out Mr. Raphael in his evidence, with reference to the institution in Liverpool? In what way?

1888. With reference to the vegetables, and the instructions given to the master, that if there were any deficiency in the supply of vegetables he was to obtain them from the town? I never heard such instructions given. I always understood that the garden produced sufficient vegetables for the purposes of the institution; such was the assertion of the master. I did not know that vegetables formed a part of the diet, beyond what were put into the soup. On all occasions when I have been there I have given particular attention to the quality of the soup, and I have found it very good, with apparently plenty of vegetables, and that was the extent to which vegetables were used, as I understood, in the institution.

tion. As I before said, I was not aware, nor am I at the present time, that vegetables were given simply as vegetables; but that the instructions were that vegetables should be given in the soup to the fullest extent that it was necessary for the master to give.

1889. Do you not think it is desirable that, where a large number of aged people are thrown together, as they are in this Liverpool institution, that a great proportion of vegetable diet should be provided for them? Yes.

1890. Is it not much more desirable even than that they should have a large proportion of animal food? Yes, decidedly.

1891. It appears from the evidence given before the Committee that they are abundantly supplied with animal food, so abundantly that a great portion is sent back to be thrown away, but that there is a great want of vegetable food. There are many private families which have a larger garden than that at Liverpool, and that is expected to supply vegetables for 380 persons? I quite agree that the garden is not large enough to supply vegetables to be used as vegetables, though it may supply sufficient to put into the soup.

1892. Do you not think the committee should take steps to supply this institution with vegetables? I believe they are supplied with potatoes lately.

1893. Within the last fortnight or week? Within a short time.

1894. You have heard the evidence given by Mr. Raphael, with reference to the females who take advantage of the institution to be confined there—do you approve of his suggestions in that respect? Not of all. I believe that the use of the institution as a lying-in hospital is entirely foreign both to its capability and to its intention. I believe that the two institutions should be perfectly separate; but the fact of there being no lying-in institution in Sydney renders it a matter of charity and necessity that they should be admitted there.

1895. A matter of necessity more than of charity? A matter of necessity, and also of charity, that the Benevolent Asylum should receive parties applying in that manner. If a female applied to be admitted, and stated that she was within a few days of being confined, that she had no home, no friends, and no means, and were to say, "You must either receive me or I must lie down in the street"—and these are the circumstances under which these characters appear before the committee—the committee would be compelled, as a matter of Christian charity or of common humanity, to receive her. But, at the same time, I think all the committee are thoroughly convinced that the reception of this class of cases is quite foreign to the object of the institution.

1896. What would be the objection to having a lying-in institution in connection with the Benevolent Asylum—If there were a separate wing devoted to that purpose, do you not think it would be an advantage to have the lying-in institution under the management of the same committee as the Benevolent Asylum? I scarcely think it would; the circumstances are so entirely different. The Benevolent Asylum is a receptacle for invalid, elderly, worn-out people, in the last stages of life, who have no means of helping themselves; but it is very different with people who avail themselves of the institution for a short time for the purpose of lying-in.

1897. In one of the wards visited by the Committee they found 36 mothers with their 36 infants, and some 32 aged and infirm women from 60 to 95 years of age; now I think the greatest objection to have a lying-in hospital in the same building as a Benevolent Asylum is the association of these old people with young women and children under such circumstances? No doubt; that arises in the present institution from the want of a sufficiently extensive building to afford the means of classification. If it is intended that the two institutions—the lying-in hospital and the Benevolent Asylum—shall be carried on by the same committee, it is absolutely necessary that your suggestion shall be carried out, that there shall be a separate wing, and separate rules for the management of the two institutions. The circumstances of the two are so different, that different sets of rules and regulations would be required for their management.

1898. You heard my question to Mr. Raphael, with reference to the classification of these females. From information we received from the wardswomen and others, we find that respectable married women, who are compelled to go there from poverty, are sometimes lying in beds next to common prostitutes of the worst character; do you not think there should be at least three wards to afford the means of classification? I have no doubt about it; it would have been a great advantage to the present institution if that could have been carried out there. One of the greatest difficulties the committee has had to contend with has arisen from the fact that they have been unable to classify these women; it has given rise to great dissatisfaction, and has been a prolific cause of insubordination among the inmates at times.

1899. In going through the institution at Liverpool we found men suffering from syphilitic and cancerous diseases lying in the same ward, and almost in the same beds, as men who were in a good state of health excepting the effects of age, and that from the crowded state of the institution there were no means of classifying the inmates. We also learned that in the immediate vicinity of the Asylum there was a house which had been purchased by the railway authorities, and that the Government were making little or no use of it except as a residence for the railway porters. The doctor said if he could obtain that house he would have the means of classifying the patients—Are you aware whether the Board of Directors have made any application to the Government to grant them that house? I am not aware that any application has been made, but the subject of classification has often been a matter of discussion with the committee, from an anxious wish to do their best, but I do not recollect that any particular application has been made for that building.

1900. There are a great number of children in the Sydney institution—I am not now speaking of infants, but of children from the age of three years to the ages of ten or twelve years; we found that there were two schools—one a Roman Catholic and the other a Protestant—

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Protestant; and from the schoolmistresses we learned that the children were suffering, and had suffered for the last two years from the itch—Are you aware that that disease has made its appearance in the Destitute Children's Institution, and been eradicated at once by the attention of the medical gentleman there—Do you see any reason why, if similar attention had been paid to the children in the Benevolent Asylum, it should not have been cured in that institution? I do not. I understand that the disease is almost all but eradicated there; that it does not exist to any extent at the present time.

1901. Are you aware that the children are all washed in the same water—that the water is not changed? No, I am not.

1902. Are you aware that the children all sleep in the same ward? I am aware that they do so, that there is one room appropriated to the use of the children.

1903. I will read the evidence of the wardswoman on this subject. (*The Chairman read the evidence of Mrs. Stone, Nos. 355 to 362*) Do you think this a probable mode of getting rid of the itch? Decidedly not; I consider it most reprehensible conduct on the part of those who have the management and immediate care of the children, and quite contrary to the instructions of the directors.

1904. I asked the nurse if the water were laid on, and she said, "Not in that ward," but at the same time the Committee saw, within a few yards of the ward, on the landing, a tap to which the water was laid on, so that this woman would not have had to carry the water above six or eight feet? Indeed, if application had been made to the committee, a piece of pipe might have been added, so that the water might have been laid on to the room. There is an abundant supply of water there, and the committee were not aware that such a state of things existed.

1905. I asked her, "Is the same plan pursued in washing the faces, hands, and feet of the children?" and she replied, "No, we are obliged to change the water then, because it is sometimes very dirty? I suppose it is a bath of such capacity as to be able to hold a large amount of dirt without its being seen.

1906. I presume they are not likely to get rid of the disease there while this manner of cleaning the children is adopted? No, I should say not.

1907. Do you not think it would be better to have a uniform dress for the inmates of the institution? I see no objection to it, provided that uniform dress be adaptable to comfort, convenience, and economy.

1908. You are, I suppose, acquainted with the site on which it is proposed to erect the new Benevolent Asylum? I am not aware of the exact spot, although I know the site pretty nearly; I know the locality.

1909. Of course, if the institution were established at Randwick, that would entail the necessity of having a dépôt or receiving house in Sydney? No doubt it would.

1910. Where it would be necessary to have several beds and the means of distributing outdoor relief? Some office would answer all the purposes, for I apprehend that any person received need not remain longer than one night and a day.

1911. Do you think it desirable that the managing committee should hold their meetings at the dépôt in Sydney, or at the main institution? I am a great advocate for the meetings of the managers being held at the institution itself.

1912. There would be many advantages in that? There might be great advantages from the fact of holding their meetings upon the spot. They would be ready to see and hear what was going on, and to receive any information necessary for the guidance and management of the institution.

1913. With reference to the cooking of the food of the inmates, do you not think it desirable that there should be some other mode of cooking than that adopted in the institution. At present there is no change, from day to day, from week to week, from year to year, they have their food cooked in the same way; nothing but boiled meat. Do you not think they should have their meat baked once or twice a week? Looking at the matter from my own experience, no doubt it is desirable, inasmuch as the larger proportion of the inmates of the institution are those well advanced in years, whose appetites are not good, and a change of that kind might be a very great comfort; but as far as economy goes I fancy the system adopted—that of boiling the meat—is far the best, and also as far as nourishment goes.

1914. It is not usually considered so? I may be wrong—it is my individual opinion—and I have been led to believe that boiled meat and soup are more nutritious than baked meats.

1915. *By Mr. Sutherland:* You have stated that you know the locality at Randwick which has been chosen for the Benevolent Asylum, but that you do not know the exact spot—do you think that a good site for the purpose? I do.

1916. You consider it an advisable place for a Benevolent Asylum? I consider the locality pointed out as the spot upon which the new buildings are to be erected is every way suited for the institution, as far as regards the purity of the air and the general salubrity of the position, and I believe that an institution of that kind would be far better removed from the centre of the city. The advantages would be very great in every particular, as to the health of the inmates, the ability to conduct it in a proper, wholesome, and cleanly manner, plenty of room, and means of classification. The institution would receive great benefit from all these things in such a position.

1917. *By Mr. Alexander:* In connection with this inquiry which took place you have heard the evidence of Mr. Raphael, who set forth that the committee was almost as corrupt as it could possibly be if it acted contrarily to his views; that it was only by carrying out his views and suggestions that the institution could be benefited—do you recollect what conclusion the committee came to with reference to this charge against Mrs. Mansfield of selling eggs? The report of the committee was that the whole of the charges made by the man

Brehany

Brehany were entirely without foundation, and that they had arisen from the common gossip of the place among a parcel of old women.

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1918. What I want to arrive at is this, what conclusion did the committee come to with regard to Mrs. Mansfield keeping poultry? The result of the inquiry was, that the committee determined no poultry should be kept on the place, that the clerk's (Mr. Johnson's) horse should not be kept on the premises at night. There were several other little matters; there was the matter of a sheep having been fed on the premises; in fact the charges were so trivial that Mr. Plunkett expressed the utmost disgust at the attempt which had been made to injure the character of the parties charged. At every examination we entered into the charge fell to the ground, or resolved itself into some common gossip among the old women; we traced it to somebody said this, Mrs. So-and-so said the other.

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1919. To prevent any scandal or talk out of doors, it was determined by the committee not to allow the mistress to keep fowls, or, though it was actually a benefit to the institution, Mr. Johnson to keep a horse there? I did not mention before that one of the charges against Mr. Johnson was that he kept a horse, which was fed with some of the stores of the institution. Mr. Johnson proved, by producing bills, that he had purchased chaff and corn, that the horse never used anything else, that the bran was used by the cows, and that in no case was the horse fed with anything of the same description as the stores of the institution. There was another charge with reference to the horse, namely, that it was attended by one of the inmates, who was paid out of the funds of the institution. The result of the inquiry into this charge was, that the man who took the horse from him and led it away when he came in, was the man who had charge of the hot water, and who for performing the duty of lighting the fire received a gratuity of a shilling a week from the funds of the institution, and that was the ground of this charge. That was the character of all the charges made before the committee; they all ended in similar results. The committee sat, I think, for five or six days, and went through voluminous evidence. Another charge was, that Mr. Johnson had permitted a man named Cox to have some important books to copy; that also fell to the ground; Mr. Johnson proving that the only book he had was one which contained a list of out-door pensioners. It appeared that he had once taken it out of the office to a convenient spot, to fill it up. When we came to investigate the charge it was found to be entirely without the animus or foundation which it had in appearance.

1920. *By the Chairman:* I presume if there had been anything wrong in the accounts Mr. Johnson would not have been likely to have allowed Cox to look over the books? There was also some charge about erasures in Mr. Johnson's book made by this man Behany. When the committee came to investigate this charge, it appeared from the statement of Behany that he had been told by somebody else, and that somebody else had been told by Cox, that some changes had been made in the books as to receipts or payments on certain days, and that the item was found to have been erased. Mr. Raphael, Mr. Moutry, and myself, were very particular upon that point. We went through the books for a long time both before and after the dates stated; we held the pages of the book up to the light to see if an erasure had been made, and no such erasure exhibited itself, but we found that a corresponding entry had been made on this particular day in a proper and regular manner; there was no erasure, and nothing to substantiate the charge.

1921. Considering that the amount paid from the General Revenue of the Colony is fully twelve-thirteenths of the money expended by the institution, do you not think it would be more satisfactory to the committee, to the Government, and to the public generally, that a Government Inspector should be appointed, it being clearly understood that he should have no control over the management, but should simply inspect the institution, perhaps monthly, and make reports in duplicate, one to be sent to the committee, and one to the Government? Taking into consideration the amount of money which the Government are called upon to supply to this institution, I do think they should have a considerable voice in its management; but whether that would be better carried out by means of an inspector, or whether by the nomination of a portion of the directors, is the question. Of course, in managing an institution of this kind, it is absolutely necessary that there should be a feeling of unity among those who have the management; I mean that it would not do for any part to feel that they were overlooked, or affected by a power over which they had no control. I think it possible that a mixed committee, partly appointed by Government, and partly elected by the public, would work very well and amicably together.

1922. Do you not think that these women, particularly the inmates generally in the institution, if able, should be compelled to work? I think providing employment for the inmates of such an institution is the best means of keeping them out of mischief, of keeping them healthy, and in every way an advantage both to them and to the institution.

1923. If they were compelled to work, they would not come into the institution except from necessity? Certainly.

1924. Such a system would be advantageous if it could be effected, but the difficulty would be to find the kind of work at which they could be employed. For instance, if you had the institution at Raudwick, where you had plenty of land, could they not work in the garden, produce their own vegetables, and if they had anything to spare, send it to market—do you not think in such an institution it would be possible for the inmates to provide for their own necessities, to bake their own bread, milk their own cows, grow their own vegetables, make their own clothes—would not these various occupations be a source of employment to the inmates, and a saving to the institution—is it not contrary to common sense that people who are maintained out of the public funds, and who are capable of working, should have others employed for them to bake their bread, to cook their food, to wash their clothes, and to clean their wards? I think it foreign to anything like economy and comfort, that anyone should be employed and paid for doing for them what they can do for themselves.

1925.

- Mr. F. R. Robinson. 1925. In looking over the establishment at Liverpool, we found that a great number of wardsmen were paid what, I believe, the Committee considered to be high salaries, for doing that which the inmates should be compelled to do for themselves; they learned that the wardsmen were compelled to pay the inmates a 1s. or 1s. 6d. a week to assist them in keeping the wards clean—do you not think that the hale portion of the inmates should be compelled to clean up the wards, under the direction of one general wardman? I do think so, and I have always been under the impression that such was the system carried out in the present institution; it should be so; the only person who should be paid is the head wardman, he has a certain duty to do and is paid for it.
1926. Perhaps I am not understood; when I say one wardman, I mean one for the whole establishment, not a person for each ward, as is now the case. If you look over the evidence you will find that at Liverpool, wardsmen in some cases receive as much as £30 a year, for looking after one ward, and that they have to pay the inmates something to induce them to assist. Do you not think that at most two paid wardsmen would be sufficient for the whole requirements of the institution, the inmates being compelled to assist in the performance of the duties? Upon inquiry, I think you will find that these wardsmen who are paid are set apart to attend upon the sick and infirm, upon patients who are unable to wait upon themselves, and these inmates who are paid by them cleanse after them, bring the food and necessary utensils to the patients as they lie in bed.
1927. Have you any further information you can give to the Committee? Referring to the inquiry upon the charges by Brehary:—One important result arose out of these investigations, viz., an improved system of book-keeping. The Committee of inquiry found the previous books of the institution so deficient in detail, so inexplicable in themselves, that they recommended at the earliest possible date the whole should be entirely done away with, and a new set kept, in which a more modern and mercantile system should be adopted; hence it became, in the election of clerk a short time afterwards, an imperative qualification, to be capable of keeping books by double entry, &c., as is now carried out in the institution. Referring to the question relative to the washing, &c., of the children, I would recommend:—In any future establishment a special attention and preparation of all necessary apparatus for sanitary purposes, such as abundance of water close at hand, hot and cold baths at all times available, and such sanitary regulations and surveillance as to render impossible any evasion of this most essential part of the management and well-being of such institutions.

TUESDAY, 3 DECEMBER, 1861.

Present:—

MR. ALEXANDER,	|	MR. LOVE,
MR. HARPUR,		MR. SADLEIR.
J. LUCAS, Esq., IN THE CHAIR.		

The Reverend Alfred Hewlett Stephen called in and examined:—

- Rev. A. H. Stephen. 1928. *By the Chairman:* You are a Minister of the Church of England? Yes.
1929. Of what parish? St. Paul's, Redfern.
1930. You are aware that this Committee has been appointed by the Legislative Assembly to inquire into the adequacy of the provision made for the destitute through the instrumentality of the Sydney Benevolent Society? Yes.
1931. You have been a frequent visitor at the Asylum in Sydney? I have been on the committee for twelve years next month, and moreover, when I was Curate at Christ Church it was my duty to visit there as well.
1932. Is Divine Service held in that institution by the members of your Church? The Reverend Mr. Allworth holds service there every Sunday, and once or twice a-week besides.
1933. I believe service is held there by ministers of various religious denominations? Every facility is given. The Church of England clergyman is paid out of the Church Society's funds; he is the paid Chaplain to the Infirmary, and also to the Benevolent Asylum.
1934. You are aware, I suppose, that the place is very crowded? Yes, the place has been overcrowded ever since I have known it.
1935. You are also aware that a great number of females take advantage of the institution, for the purpose of being confined there? Yes; and I have myself recommended many for admission during the last twelve years.
1936. The Committee, in going through the institution, found in one ward thirty-six infants with their mothers, and some two or three and thirty aged and infirm women, ranging from 65 to 95 years of age—do you think it desirable, taking into consideration the character of many of these persons, that the inmates of this establishment should be classified? I consider it highly desirable. It is a subject which has occupied the attention of the committee, to my knowledge, during the last ten or twelve years; but they have no means—no accommodation for classification, otherwise that would have been done long ago.
1937. The Committee also found that there were many respectable married women, whose husbands perhaps had deserted them, or who for some other cause were compelled to take advantage of the institution, to be confined, and perhaps lying in the next beds to them might be persons of very bad character—do you not think there should be some means of classifying these people? I quite think so; in fact the evil has struck me as being so great that I have always recommended poor people, respectable people but in indigent circumstances,

not

not to go there, and have done all in my power to keep them away, in consequence. I consider that one of the principal objects of the institution is lost sight of in consequence of our not having a ward or wards where indigent people of respectable character could be placed. For a respectable married woman to be in the next bed to a diseased prostitute is a state of things which cannot be approved. Not that I know of such cases having actually occurred, but, from the nature of the case, it is not impossible.

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1938. You see no reason why there should not be a lying-in institution in connection with the Benevolent Asylum, managed by the same committee, if there were a proper system of classification carried out? I think, considering that nearly all the charitable institutions are managed by the same people, the multiplication of committees would be undesirable; and therefore the more objects one good working committee—such as I believe ours to be—can carry out the better. But I should think it not desirable to have a lying-in institution under the same roof; there might be a distinct wing, completely separate, appropriated to that purpose.

1939. It might be completely separate, and particular care should be taken that no aged or infirm people should be allowed to sleep in the wards where these people were confined? Yes; I think so. For the same reason I cannot see any good cause why the Benevolent Society, supposing we had proper means of classification and so on, could not undertake this very necessary work that Dr. Douglass and others contemplate, by forming a society to be called the Indigent Room-keeper's Society.

1940. The Committee found a great number of children in the institution between the ages of three and fourteen—do you think it desirable that children of that age should be kept in an institution of that sort for any prolonged period? Certainly not. With reference to that, I may mention, as Secretary to the Destitute Children's Society, we have been in correspondence with the Government, and have in fact agreed, on condition of the new wing being erected to the Asylum at Randwick, that we will take all the children now receivable into the Benevolent Asylum, provided they come within our rules. When our new wing shall be completed, which we hope will be in June or July at the latest, that is, provided they are free from disease such as that so prevalent in the Benevolent Asylum, the itch, we shall then be able to relieve the society of a great proportion of them.

1941. The itch, I believe, made its appearance at Randwick? Yes; but it was cured directly. I believe it was introduced there by children from the Benevolent Asylum, but we had no difficulty in curing it. It does not appear to be a chronic affair there; but then we have great advantages in the way of fresh air and means of separation.

1942. Are you aware that the Benevolent Asylum has not been free from the disease for two years? I have reason to believe that it has been there for more than two years—certainly for two years.

1943. Do you know what mode has been taken of getting rid of it? No.

1944. Are you aware that the whole of the children in the institution—those who are suffering from itch, and those who are not—are washed in the same water? I am not aware of it. I know that some eighteen months or two years ago, there was considerable dissatisfaction in the minds of many, if not all of the committee, that the then medical man had not used sufficient care in eradicating the disease; but that of course was merely an opinion, we might have been wrong.

1945. We found that the children, to the number of sixty or seventy, eat, drink, and sleep there in the same room? Yes.

1946. As many as eight in a bed, some of them lying with their heads to the top, and others with their heads to the bottom of the bed, and all covered with the same blanket—do you think such an arrangement likely to remove a disease of this nature? I should think not.

[The Chairman read the evidence of Mrs. Louisa Stone.]

1947. Is it likely that the itch will ever be eradicated from the institution while this system is carried on? No; certainly not. One of the reasons why the children at Randwick are kept so free from this disease is, no doubt, the splendid washing conveniences they have there.

1948. But there is very good convenience here, for within ten yards of the bath in which this woman washes the children, the water is laid on from the city; so that it must be idleness on the part of this woman which prevents her changing the water, and she is receiving a very good salary of £30 a year? I do not think that is very good, considering the work she has to do; we have great difficulty in getting competent women at all to do the work.

1949. It also appears that the bedding in which these children sleep is never taken down to the yard to be aired—while such a system as this is pursued, is it probable that the disease will be cured? I should think not.

1950. Are you a director of the Destitute Children's Asylum? I am a director and secretary.

1951. I imagine you approve of the site selected for the proposed Benevolent Asylum at Randwick? I have hardly made up my mind on one point, viz., the suitableness of the site. As far as its contiguity to the Destitute Children's Asylum is concerned, I think it objectionable, for reasons I will state directly.

1952. You are aware of the locality, I presume? I believe I know the place; it has a westerly aspect. (The Chairman pointed out the position on a map.)

1953. There is a range of hills which protects it from the westerly winds, and Dr. O'Brien has stated in evidence that this range forms a sort of horse-shoe, and that, if the building were erected in the bend of the horse-shoe, it would be protected from the southerly wind, and would be a most admirable situation? I was inclined to think at first—but of course the opinion of a medical man must be preferable—that it would be rather bleak for old people.

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people. As far as the Destitute Children's Asylum is concerned, you must bear in mind that the parents of the children in that Asylum are nearly all abandoned characters; in fact the society was formed expressly to rescue the children of drunken profligate parents from the evil influences to which they were exposed. Now the parents, and especially the mothers, are from time to time the inmates of the Benevolent Asylum, and the close contiguity of that institution might therefore be a great nuisance, as it would be almost impossible to keep the mothers away from their children, which is our great design. We have no means of keeping them away, as there is at present only a fence round the institution; and at present even parents or friends have been known to come to the fence and hold clandestine communication with the children. I am afraid if you bring this Benevolent Asylum next door, as it will be practically, unless we have a high wall round our institution—which would make it like a prison, and would be very undesirable—it would be found productive of annoyance. That strikes me at present, without having given much consideration to the subject; but I spoke to the superintendent, Mr. May, because I had been asked by Mr. Hay—who is a member of this Committee, I believe—upon this matter, and his opinion coincided very strongly with the one I have just given expression to.

1954. Are you now alluding to the opinion of Mr. Hay or of Mr. May? Of Mr. May, the superintendent of the Destitute Children's Asylum. In consequence of a note I received from Mr. Hay, asking my opinion upon that point, I spoke to Mr. May.

1955. And Mr. May's opinion coincided with your own? Yes.

1956. That is the only objection you see? That is the only objection I see, provided the medical men's testimony is in favour of the salubrity of the site. I was inclined to think—but of course I attach no value to the opinion, for it was formed without having actually visited the very spot, and it is a matter for a medical man to express a judgment upon—but I was inclined to think it too bleak, and I think so still. I know that when I have ridden out to the Destitute Children's Asylum in winter or in very cold weather, it has struck me as being a remarkably bleak place, and I have thought I should not like to live there on that account.

1957. Dr. O'Brien was of that opinion when he was upon the top of the hill, but when he went to the spot where he proposes that it should be built he found that it was completely sheltered from objectionable winds—Do you approve of the present means by which persons obtain admission into the Asylum, or could you suggest any improvement? I believe it is about the best that could be devised. They nearly always get in upon the recommendation of some minister of religion, and I consider that if he performs his duty he will take the necessary pains to find out whether they are really eligible for admission; I try to do so myself, still I am imposed upon sometimes.

1958. Also subscribers to the amount of one guinea have the right of recommending persons for admission? Any subscriber to the amount of one guinea. I doubt if they take the same pains as ministers of religion can, because they can hardly be expected to give up their time to inquire into such cases. A fair proportion of my time is taken up in my parish—being, on the whole, a poor one—in investigating these cases. I feel it to be part of my duty to do this, in most cases, before I recommend to the committee for relief, and yet I am often taken in. To shew that I do endeavour to guard against imposition, I may mention that I recently looked over the list of persons receiving out-door relief, and I found that many whom I had recommended for relief, as much as three, four, or five years since, and some of whom I had quite lost sight of, were still receiving relief from the institution. I immediately struck off twenty-one families, declining to be responsible for their being deserving cases any longer unless they were sent to me for fresh recommendations.

1959. They had been on the list how long? Some had been on fully three years; the impression on my mind is, that some had been as long as five years, but in order to be quite safe I will say three years.

1960. Do you not think, in such cases, the committee or the manager should insist upon these persons bringing fresh recommendations periodically—say every month? I think every three months would be sufficient. I believe the committee are doing that practically. Several things have conspired to open their eyes to the necessity of doing so, even more than heretofore, within the last few months. It came to my knowledge that three families in a small street in Chippendale, who had been receiving relief for a long time, were each in a position to maintain themselves. It was told me by a poor widow, and I was obliged to conceal her name, as she dreaded violence, or, at any rate, great abuse, if she were known to be the informant. I reported the cases to the visitor for inspection and his report to the committee. I believe there are great impositions practised, and I know that the rations are even occasionally sold; but though that is the case, I believe as much pains is taken to prevent imposition as the nature of the case will admit.

1961. You cannot suggest any remedy? No, I cannot; I think the plan adopted is very good:—the committee meet every Tuesday, all the cases come before them, the applicants have to bring a recommendation from a subscriber or a clergyman, the clergyman is supposed to take some pains to make inquiries as to the case, the committee cross-examine the applicant, and the master of the institution, who acts as visitor, visits during the week, or as soon as he can find time to do so. I cannot imagine any plan which would be more satisfactory.

1962. You would recommend that the recipients of relief should bring fresh recommendations every quarter, and also that the master should visit them at least every quarter? Every quarter. I do not know whether the committee could find time to do it, but I should even think with a large committee it would be not at all unadvisable—though it might perhaps be throwing too great a burden upon a number of gentlemen whose time is valuable—if the city were divided into wards, and were visited by divisions of the committee; practically I do not think the duty would be very heavy.

1963.

1963. The committee find that a great number of the women who go to the Asylum to be confined remain there many months—in some instances as long as twelve or eighteen months; do you not think every means should be adopted to prevent their stopping there after a certain period? I think every means is taken; we advertise to people in the country that such servants are procurable, as people in the country have not so strong an objection to take women with infants as residents in town. We try every means of obtaining employment for them.

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1964. Do you not think that some work should be taken in, and that these women should be made to work after the doctor has stated that they are fit to do so? I think the grand defect of the Asylum is, that all the inmates are not compelled to work. With the exception of the sick and bedridden, all should be compelled to work. I can mention that, ten years ago, for nearly a year, I was constantly in attendance there, and was frequently the only member attending the house committee, and I often had the women and men brought before me for refusing to work; but I had no power to compel them, I could only stop their tea and sugar, and then the others gave it them. A large proportion of them can work, but some will not even take part in cleaning the place. I really think, even if a legislative enactment were necessary for the purpose, some means should be devised to compel all who were passed by the medical man as fit for work to do work of some kind. If this were done, I believe it would do more than anything else to keep out worthless imposters; for if they knew they had to work there as well as outside, they would pack up their traps and be off.

1965. The Committee found at the Liverpool Asylum the men strolling about the yard, or collected under a shed, and learned that they had nothing to do from Monday morning to Saturday night—from one month's end to another; do you not think that very objectionable? Decidedly.

1966. Have you known many cases in which the committee have received payment from the reputed fathers of illegitimate children, for the support of the children during the time they have been in the institution? I cannot charge my memory. I have known cases where the society has compelled mothers to prosecute the reputed fathers of these children, but I cannot charge my memory as to how the money has been applied. I think it is used by the institution as long as the mother remains there.

1967. I believe you are compelled to prosecute through the mother? Yes; I have known our late assistant secretary, Mr. Johnson, to take proceedings, but I do not know whether his successor has ever been called upon to do so. I have known Mr. Johnson to attend at the Police Office and watch the cases, if I may so express it, for the women. The Destitute Children's Act gives us the power to do all that is necessary; perhaps it might be well to give the same power to the Benevolent Society.

1968. That the Directors should have power to prosecute the reputed father of a child, and recover the expenses the institution may be put to by his child? Yes. It would be much better though if there were no lawyers, because almost every time we have tried a case of the kind, some sharp man or other has come and upset us on some technical point. It seems that they can drive a coach and four through any Act of Parliament.

1969. An Act may be made that a lawyer cannot drive through? I should like to see it. I am quite disheartened about prosecuting cases under the Destitute Children's Act, for we have never yet succeeded, to my recollection, and I don't think we ever shall.

1970. *By Mr. Love:* When the Destitute Children's Asylum receives children from the Benevolent Asylum, does the Government pay an annual sum for their support in the former institution? Yes; but I believe it is deducted from the sum the Benevolent Society would have received.

1971. Are you aware what is the sum given for each child? Speaking from memory, I believe it is £14 per annum. They also give us a sum for outfit—for buying beds. I think they gave us a lump sum of £300 when we received the children some time since.

1972. I think your objection to the intended site for the Benevolent Asylum arose in a great measure from this, that the children there might mingle with their parents? That the parents might come and entice them away, or make them discontented.

1973. Where would they come from? The Benevolent Asylum. Of course I cannot yet speak from experience, but I speak of what the possibility might be. That is my opinion, and the superintendent is also strongly of that opinion, unless you have high walls round the two institutions, which would make them look like prisons.

1974. Would you recommend that the children in the Destitute Children's Asylum should not be allowed to see their parents who were in the Benevolent Asylum? Certainly not; I would not deprive a parent, however bad, of the pleasure of seeing her child, but at present parents can only see their children under a sort of surveillance; they have to come to me or to the superintendent, for permission, and as long as the superintendent knows that the parent is in the institution, he sees that there is nothing wrong. If we had the Benevolent Asylum close to us the parents might climb over the fence and plot a great deal of mischief.

1975. Would it not be something like harshness, to prevent communication between parents and their children? I would be sorry to do so; I would give them every facility to see them in a proper manner, but what I fear is, secret communication, and the unsettling of the children's minds.

1976. As far as I have seen the Destitute Children's Asylum, there is a very good watch kept over the children's conduct? There is a very good watch, but children have communicated with their parents or friends, and some have even absconded, with all our care. I was asked if I had any objection, and to that question I felt bound to reply; still I do not attach any great weight to it. I think it perfectly possible the objection may be overcome. Still as it is an objection in my view, I thought it worth mentioning. If I may be allowed, there are five points to which I would direct the special attention of the Committee:—first, the

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necessity of a new building for carrying out the objects of the institution; secondly, the necessity of proper classification; thirdly, the finding of proper employment for the inmates; fourthly, the necessity of having a legislative enactment to enable the committee to compel the inmates to work; and fifthly, the necessity of giving the committee the power to prosecute the reputed fathers of illegitimate children.

1977. *By Mr. Sadleir*: Do they destroy the clothing of children when they come in to the institution, and put new clothing upon them? I think they do, but I am not certain upon that point. I know they do in the Destitute Children's Asylum; they are there put into a bath and washed as soon as they are admitted.

1978. *By Mr. Harpur*: The inmates of the Liverpool Asylum complain that they are not allowed to work in order to obtain some little luxuries, as tobacco? I cannot say that I am perfectly satisfied with the state of things at Liverpool.

1979. *By the Chairman*: In what way? In various ways. I think perhaps it is not altogether fair for me, as a member of the committee, to speak of matters complained of, and which the committee are trying their best to remedy. When I have been at Liverpool, as one of a quarterly deputation, the men have crowded round us and made great complaints of the treatment of the master there, but it is fair to say that both we and other deputations could find no tangible ground for complaint, on closer inquiry. Still I was individually of opinion that all was not quite satisfactory. It is difficult to get at the truth, and I do not wish to throw any aspersion upon anyone, or to reflect upon my brother committee-men; but I think there is a considerable residuum of truth in the statements of the men. It is, however, extremely difficult to get at the real truth, for the men make certain statements one day and back out of them the next; or rather they cannot, or will not, substantiate before the committee that which they allege in their communication to individual members of it.

1980. *By Mr. Harpur*: When the deputation visited the institution the men made complaints to me, and when the officers or wardsmen came up, or when examined face to face with the master and local committee, they said nearly the contrary, or considerably softened their allegations; but I could excuse men placed in their position? I cannot help thinking, although it may be a mere theory, that the men might be more cheerful and more happy if they had some kind of light work. I think if they were removed to a new and capacious Asylum—and, I presume, if a new building were erected at Randwick they would be removed there—they might help to cultivate the garden, and be employed in other ways. I may illustrate what I mean by reference to the Destitute Children's Asylum:—During the time that was under the management of the late superintendent, and in the old very unsuitable building, the children had a dull, haggard, uncomfortable, "don't-care" look about them, while under the present superintendent, who is a man of a different calibre—at least of a more cheerful temperament—they are indulged by having little gardens, have gymnastic poles, and other amusements, and are allowed to plait cabbage-tree, out of school hours, and the money earned by that means is appropriated to their own use, either to be laid by or to be expended in the purchase of such things as children delight in. There is, in consequence, a wonderful change in the whole appearance of the children; they look cheerful and happy, and evidently regard the committee and officers as their friends. I was struck with the very reverse of this when I visited Liverpool; it seemed to me as if idleness had paralysed the best feelings of the inmates, and it seemed lamentable that upwards of two hundred people should be cooped up in a yard with nothing whatever to do.

1981. *By the Chairman*: The people at Liverpool are enclosed within four high walls, and they can see nothing beyond them. If you ascend the building you may have beautiful views both up and down George's River, and also see the trains on the railroad passing from time to time. Do you not think it would have a cheering effect upon the spirits of the inmates if a portion of these walls were pulled down and a paling were substituted, so as to afford them an opportunity of seeing the country beyond? I should consider it a kind of imprisonment to live in Liverpool, even outside the walls, but inside it must be even more depressing. Liverpool is about the dullest place I know.

1982. Would it not be a great improvement, and conduce to the inmates' comfort, if a portion of these walls were removed, and a light fence were put upon the top? Yes, if you could prevent their scaling the fence. I can quite imagine that the place might be improved, but if you are going to build a new Asylum it is hardly worth while.

1983. However active the committee may be, it will hardly be possible to have the new institution ready in less than three or four years. I think you may arrive at that conclusion from the length of time the new wing of the Destitute Children's Asylum has been in course of erection—do you not therefore think that if in the meanwhile anything can be done to promote the comfort of these poor people, it should be attended to? Certainly.

1984. Do you not think it would be a great advantage if the walls were removed, so that at least they might see the trains pass and repass, and be able to get a breath of fresh air, instead of having nothing but the miserable brick walls to look at. It has been objected that if this were done the inmates might have spirits brought to them, but if a wardsmen were stationed there might not that be prevented? Yes. My opinion is that the man at the head of such an institution should be not a mere hireling, but a philanthropist—a man of a benevolent mind, having a sympathy with those around him; that, in fact, he should be of a higher class altogether than the men generally chosen for such offices.

1985. Do you not think it desirable that there should be a uniform clothing used? That I very strongly recommended; in fact I was chairman of one deputation to Liverpool which strongly recommended that there should be a uniform clothing, and that an order should be sent to England that a material might be woven expressly for the purpose.

1986. Do you not think there should be some means of compelling the inmates to take their bedding into the yard, to be aired. When the Committee visited the institution at
Liverpool

Liverpool they found pieces of bread, meat, old boots and other articles of clothing, stowed away under the heads of the beds; do you not think the committee should make some rule to prevent old clothing from being put under the beds? I quite think so; but in order to carry out such rules you must have a superior class of wardsmen, and to get proper wardsmen you must pay them well. We now most generally get the lame and infirm, and people of the most unsuitable description; even at the Sydney Infirmary the medical men complain of this, and say that in order to make it a perfect institution they should have a different class of wardsmen and nurses, but with the salaries we can afford to pay them we can, as a general rule, procure none but inferior people; there are, of course, exceptions. I believe that many of the evils of which you complain arise from this cause; but with the pay we are able to give for the performance of such very unpleasant duties as those to be performed by the wardsmen, we cannot get better attendants.

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1987. The Committee, when they visited Liverpool, were struck with the difference in the condition of the several wards; in some the beds were nicely rolled up, no old boots or clothing were under the beds, and everything was in order and comfortable—Do you not think it desirable that the inmates should be compelled to attend to these matters; and that if, when able, they refused to roll up their beds, or to assist in keeping the wards clean, they should be turned out of the institution? Yes, I think so.

1988. We also found, on making inquiries at the institution in Liverpool, that no vegetable diet was allowed for the inmates there, with the exception of that produced in the garden, which was not larger than would supply a moderate family; they stated that they had no potatoes there, with the exception of twice, for some eighteen months, and that they had no other vegetables beyond what were put into their soup very sparingly—Do you not think it desirable, even if the supply of animal food were made less, to increase the vegetable diet? It is desirable, but there again the difficulty is the want of means. It would add to the expense very largely to supply the inmates with potatoes, but I have thought that a larger vegetable diet would be very desirable.

1989. The committee have never found any difficulty with the Government in getting the amount they required placed upon the Estimates? No doubt, but if all these things were done that are desirable we should outrun our money.

1990. Have you not outrun that already? Yes, I believe so.

1991. Have not the Legislature always voted the sums placed upon the Estimates for this purpose? Always; for which we are very grateful.

1992. What is your opinion of the erection of a new building on the line of railway; there are many beautiful sites to be obtained there? That is what I should prefer from the time I first heard that Randwick had been selected; I have thought it would be far more convenient if a piece of ground had been chosen either at Petersham, Ashfield, or Homebush; and I believe access by railway would be more easy for old people than jolting in an omnibus to Randwick.

1993. Land could be got upon the line of railway which would be suitable for the purpose, and of far less value than the land at Randwick? Yes, probably.

1994. I have now to approach a very unpleasant subject. Have you ever heard any complaint against any servant of the institution, as to intemperance? I suppose I must answer that question. I myself moved a resolution some few months ago that the medical man at Liverpool should be dismissed, even though we had no actual proof of his intemperance; but in consequence of there being no direct proof of the fact I was over-ruled; although I was the only supporter of my resolution, I requested that the fact might be entered upon the proceedings. We had heard in many quarters of the frequent intemperance of the medical man at Liverpool, and I had heard myself such accounts that, even without waiting for positive proof, I felt that I was justified in moving for his removal. Dr. Macfarlane and myself agreed to bring the matter forward, and he was to have moved the resolution, but on the occasion of my moving it he was unable to attend, and I therefore stood alone. The reason the committee did not support my resolution—and no doubt they were quite right—was, that they ought not to remove a man from his situation unless completely satisfactory proof were obtained, which they were not then able to obtain, though they did their best to find it. Since that time a circumstance has occurred which would, I think, enable me to adduce proof of neglect and inattention on the surgeon's part. The clerk of my church, Mr. Hudson, has had a large contract for building a bridge in the neighbourhood of Liverpool; one of his men employed upon that work broke his leg, and was taken to the Liverpool Asylum; and Mr. Hudson gave me a most unsatisfactory account of the way in which this man was treated, or rather neglected, by the doctor. I have intended to bring this matter before the committee, but have been unable to attend the meetings for the last two or three weeks, and I also thought it advisable to wait and see whether the medical men at the Sydney Infirmary would bear out this charge.

1995. Is that the only instance you have heard of? I have heard of another instance, which came under the notice of the Rev. George Macarthur. He was present when a child had a limb amputated, or in some other way operated upon, and the doctor's hand shook so much, from intemperance, that the operation was an unsuccessful or mismanaged one. That was not in connection with the institution; it was a private case. I have heard it, and I believe it is a matter of common repute at Liverpool; all the committee know it as well as I do myself, for it has been a matter of anxiety amongst us.

1996. Have any other of the servants there had a similar charge made against them? I have heard, but it is only hearsay, that the master there is given to intemperance. As a member of the committee, I think it right to state that the committee have taken every means to ascertain. I believe that Mr. Raphael and the Rev. Mr. Corish went up one night to try and catch him, but were unable to obtain any proof. I thought, proof or no proof,
that

Rev. A. H. Stephen. that as the common report was such respecting the doctor, that it would be far the safer plan to remove him, than to run the risk of allowing any of these people to suffer from his mismanagement.

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1997. You will see from that, that the committee are about to do something (*The Chairman handed a paper to the witness*)? The committee up there are aware of it; I know the Rev. Mr. Hodgson is very well aware of it, as a matter of report; but the difficulty is to catch him in that state.

1998. Have you heard similar charges against the servants in the institution in Sydney? No; at least I do not remember that I have heard it. No, I have not heard it; certainly not.

1999. *By Mr. Alexander*: Was not a letter once sent to the Sydney committee, by the Rev. Mr. Macarthur, complaining of the drunkenness of the surgeon and master at the Liverpool Asylum? A communication was made (not by letter) respecting the doctor, not the master; and I remember that the committee took every pains to get Mr. Macarthur to attend as a witness. He did attend one day at Liverpool, to meet the sub-committee there, but from some cause—I believe from the committee missing the train—it did not arrive there in time, and he could not go again.

2000. Mr. Macarthur would not give evidence? He attended once, as I have stated; but as the committee did not meet him, he would not go again; that is my impression.

2001. Are you aware whether the local committee are acquainted with the drunkenness of the surgeon and master? I believe they have taken every means to get proof of the fact—such proof as would be necessary in a Court of Justice—but I consider that an institution of that sort, where the interests of our poorer fellow creatures are at stake, that it is far better to do an injustice to the surgeon than to run the risk of doing so to all these poor unfortunate creatures. If the Committee like to send to Mr. Hudson, the builder, at Redfern, he will no doubt tell them the story he told me. I simply mention it on his authority, and in answer to a question of this Committee.

2002. Were you one of the deputation to the local Board? I was one of the deputation, and I think the Rev. Mr. Sheridan was with me. We met the local Board, and told them we had heard complaints respecting the conduct of the surgeon, as to his intemperance. The committee told us that they had also heard reports, but that they knew nothing definite—that they had never seen the surgeon intoxicated themselves. The doctor was before the committee, and it was the impression of myself and others of the deputation, most strongly, that he was shewing signs of liquor on him at that very moment, though he was certainly not intoxicated.

2003. Were you with the deputation at the time the local Board were requested particularly to have their eyes upon the surgeon, and were informed that, in the event of any mistake, the acting committee would consider them liable? Yes; I think we told them that we should consider them responsible, or else a letter was sent them to that effect, from the Sydney committee. I wish to say, that I believe the committee have done everything they possibly can, and in reference to my being in the minority on the occasion referred to by me, perhaps the committee took the proper course, not to deprive the surgeon of his office and his character without direct evidence, but I thought it was better to remove him from his position than to run the risk of endangering many lives.

2004. *By Mr. Harpur*: Do you think that a sound principle—that it is better to do an injustice than to run the risk of doing an injustice? I think I see what you mean, and I think you see what I mean.

2005. *By Mr. Alexander*: That to do a great right, you must sometimes do a little wrong? That is certainly not a tenable position, nor would I propound it, still, if I was firmly convinced in my own mind that the man was a drunkard, I might not think further evidence necessary, still I quite admit that the position, as you have put it, is not tenable in morals.

2006. Do you keep any register of the parties you recommend? No, I do not; but if it be thought desirable, I shall be glad to do so. A register is kept at the house.

2007. Do you not think it desirable that clergymen generally should keep a register of the persons they recommend? I keep a register of those receiving relief from our church alms, but many persons come to me for relief whom I should not feel justified in relieving out of this fund, and those I send to the Benevolent Asylum, without making any memorandum of their names.

2008. I mean, do you not think it would be an advantage, if clergymen were to keep a memorandum of the people whom they recommend? I have no doubt that the Sydney clergymen, of any denomination, would be happy to do so, if asked.

2009. It would assist in bringing them to your mind, if you found any were misapplying what they received from this charity? I have mentioned that, on looking through the register at the house, lately, I had struck off twenty names.

2010. *By the Chairman*: Can you favour the Committee with any suggestions which would promote the objects for which they have been appointed? Since giving my evidence, I have come to the conclusion that the objection which I entertained in the first instance to the site of the proposed Asylum, and which, in consequence of the medical men's opinion I was inclined to modify, is by no means a groundless one. I think it will be found that the air of Randwick will prove prejudicial to the health of aged inmates of the Asylum, and specially to those, young or old, who may be suffering from pulmonary disease. I am satisfied that a site more inland will be found to be more healthy, as I have little doubt it will be more convenient; *e. g.*, to remove a sick or infirm person from Sydney to Randwick would occupy nearly an hour, to remove the sufferer even as far as Homebush would scarcely occupy half that time, and the mode of transit would be far easier to the patient. Other reasons might be given on the score of convenience.

The Reverend John Felix Sheridan examined:—

2011. *By the Chairman*: You are a minister of the Roman Catholic Church in Sydney? Yes. Rev. J. F. Sheridan.
2012. You are on the committee of the Benevolent Asylum? Yes. 3 Dec., 1861.
2013. How long have you been on that committee? I think, as far as I can recollect, five or six years.
2014. Are you aware that the institution is very much overcrowded? Yes, I think so; particularly the institution in Sydney.
2015. Do you approve of the present mode of obtaining relief at that institution, either admission or out-door relief? As far as I can see it has been working pretty well.
2016. I presume a great number of persons come to you for recommendations? A great number for admission as inmates, and also a great number for out-door relief.
2017. Do persons apply to you whom you do not know, from other parishes? Yes, oftentimes, and occasionally I refer them to their own clergyman. If a member of another denomination comes to me for a recommendation I refer him to his own clergyman; not that I would refuse to relieve them, but on principle.
2018. Do persons come to you, for instance, who do not belong to your own parish? Yes; they may belong to St. Patrick's, St. Mary's, or St. Benedict's, and when refused by their own clergyman they might go to another.
2019. You think they should be compelled to apply to their own clergyman? Yes.
2020. Do you think the present system of allowing subscribers of one guinea to recommend people for relief should be continued? I see a good deal in favour of it and a good deal against it; but I would not wish to deprive subscribers of their right to recommend a certain number, say one or two in the year, in the same way as at the Infirmary.
2021. We find that a great number of women take advantage of the institution, for the purpose of being confined there? Yes.
2022. And the Committee also found that in the lying-in room a decent married woman who might be compelled to go in there because of her husband having deserted her, or of other causes beyond her control, might be lying in the next bed to a common prostitute, do you not think it desirable that there should be some mode of classifying such cases? I think it highly desirable.
2023. Do you think that the lying-in hospital should be a separate institution, or that it would be desirable to have it under one management, but in a separate wing of the building? If the wing could be perfectly distinct and separate, I think it would be better to have one institution. There should be a complete classification and separation in every respect.
2024. Several wards? Yes.
2025. So that the women might be classified according to character? Yes; there is nothing to prevent there being a lying-in ward.
2026. Or two or three? Yes; you might call it an hospital if you liked, with two or three wards.
2027. The wards might be smaller than the present wards? Yes.
2028. We found from the evidence, that this class of paupers has increased very much. In 1858 there were I think but thirty-five, and up to the present time in this year there have been ninety—nearly twice as many persons of this class as have been admitted during the whole of any previous year? Yes.
2029. Can you account for that in any way? I am well aware of the fact; the members of the committee have frequently made it a subject of conversation, and have endeavoured to account for it. Various opinions have been expressed; some have thought whether it can be attributed to the facility these persons have of getting into the institution.
2030. Do you not think power should be given to the institution to compel these people to work, after the doctor has reported them able to work? I was going to proceed to make that remark. I really think in the first instance they are allowed to come in on very easy terms, and afterwards they are not obliged, when they are able, to work. Of course I would not be hard on those who are not able.
2031. But when the doctor reports them as able to work you would compel them to work? Yes.
2032. The Committee found that some of these women had been there twelve months who were evidently able to work, and upon asking if they could be compelled to work, it was said there were no means except by turning them out, and that if they were turned out they would soon be in again; do you not think if they were compelled to work they would soon find employment outside? It is all very well to say oblige them, but it is very difficult to oblige them. I have known some instances where it has been impossible. We have no alternative but to turn them out, and if we did so they would lie in the streets, and their last state would be worse than their first.
2033. Could they not then be punished as vagrants? Yes, they could be punished certainly. We are obliged, from the nature of the institution, it being a charitable institution, to take the most lenient view, and to adopt the most merciful course under all the circumstances.
2034. *By Mr. Love*: Do you not think if a gratuity of tea and sugar, or some other comforts, were given to these people for working, it would be an inducement to them? I believe that is the case at present.
2035. *By the Chairman*: If you gave them short allowance for not working, it appears to me that that would have the effect of keeping many out of the institution; it is because they are treated too well there that they remain. One instance was brought under the notice of the Committee of a woman who had been confined there three times in four years, and of others who said that they would come there whenever they wanted to be confined, as they found themselves so well treated and comfortable; do you not think some means should

- Rev. J. F. Sheridan. be taken to compel these women to work, or to make the institution less comfortable for those who would take advantage of it in this way? Undoubtedly.
- 3 Dec., 1861. 2036 Do you know the proposed site for the new institution at Randwick? Yes.
2037. Do you approve of that site? I must say I do.
2038. You heard the evidence given by the Rev. Mr. Stephen? Yes; I must say I differ from him on that point.
2039. On what point? With regard to the site. He appeared, if I understood him rightly, to prefer some site on the Parramatta or Liverpool Road.
2040. The only objection he had to the site at Randwick was, that a great portion of the children in the Destitute Children's Asylum had parents in the Benevolent Asylum, and he thought they should be kept apart? They would be two institutions perfectly distinct and separate; I do not think there would be any communication whatever.
2041. *By Mr. Alexander*: How many women in the Benevolent Asylum do you think have children in the Destitute Children's Asylum? I do not think there are many Catholics. There are children in the Randwick institution whose parents have been in the Benevolent Asylum, but who have left.
2042. *By the Chairman*: There are a great number of children between the ages of three and fourteen years in the Benevolent Asylum—do you think it desirable that they should be continued in that institution, or that they should be drafted off to the Orphan School, or to the Destitute Children's Asylum? They should be sent at once to one or other of these institutions, for I think the Benevolent Asylum is no place for them at all. I think the great objection is that the Asylum is made to answer every purpose of an infant establishment, a lying-in hospital, a foundling hospital—everything, in fact—which it was never intended to be. I think it has not a fair chance in that respect.
2043. You heard the questions I asked the Rev. Mr. Stephen, with reference to the vegetable food supplied to the inmates at Liverpool—do you approve of a less amount of animal and more vegetable food being given to them? I am of that opinion.
2044. I presume in a new building you would have a proper classification, not only of lying-in-women, but of other inmates; for instance, in the Liverpool Asylum we found persons suffering from syphilitic, cancerous, and other offensive diseases, lying in the same ward with others who, except from age, were in good bodily health—do you not think proper means of classification should be adopted in such cases? In a building erected for that purpose those things, as a matter of course, would be attended to. The building at Liverpool was never intended for such a purpose, consequently proper sanitary arrangements do not exist.
2045. You also heard the question put to Mr. Stephen, with reference to lowering the walls that surround the Liverpool institution. The people there are collected under a small shed, or room about the yard in a state of idleness, and have nothing to see but four blank walls, while, if a portion of the wall were removed, they might have a beautiful view either up or down George's River. Do you not think it would be a great advantage if a portion of the wall were removed, and a light fencing were substituted? At present, high as the walls are, the people manage to get over them, and unless there were some precaution taken, in the way of putting iron spikes, many of them would get over. If that were done, I think it might be an advantage.
2046. It is not because a few might get over the fence that a large number of persons should suffer, and it seems to be dreadful that three or four hundred people should be huddled up in that small space; for it is only one side they are allowed to occupy, as half the ground is occupied with the garden, and fully a quarter with the buildings, so that they have not above an acre to walk about? Yes.
2047. *By Mr. Alexander*: Has any difficulty been felt by the committee, with reference to making the inmates work—have any such cases come under your notice? Yes, several. I know it has been brought under the notice of the committee by the master.
2048. Charges were made by him against the inmates who would not work? Yes.
2049. What were the general results of the charges made by the master? They have generally resulted in proving that the parties were unmanageable and refractory, and that it was impossible for the master to control them.
2050. Are you aware whether any of these parties were expelled from the house in consequence of refusing to do the house-work? I think there were a few within my own knowledge, but that they were received back.
2051. What was the great objection these people had to work? None, but that as far as I may judge they were lazy, and would not work, I suppose.
2052. You said something in your evidence about the desirability or non-desirability of allowing subscribers to give recommendations—can you state the average number of recommendations that come from subscribers? I think very few; I think they come principally from the clergy of the different denominations.
2053. Do you think, taking the year round, there is one a-week from private subscribers to the institution? I believe there are very few indeed; I doubt whether they would average one a-week.
2054. *By Mr. Harpur*: How would you compel the inmates to work, in case you thought they were able to do so—what means would you take? I would first bring moral influence to bear; I would recommend that the clergyman of the denomination to which they belonged should remonstrate with them and shew them their error, and I am of opinion that this, in ninety-nine cases out of a hundred, would be attended with the desired effect. I have known instances myself, when all other means have failed, when persons have declared they would not work, regardless of consequences, that when the salutary influences of religion have been brought to bear upon them they have had the desired effect. I would recommend, before harsh measures were resorted to, that the minister of religion of the denomina-

tion

tion to which the offender belonged should use his influence; and in the event of that failing, which would be very seldom indeed, other measures might be resorted to. I do not know—

Rev. J. F.
Sheridan.

2055. *By the Chairman*: Might not a slight gratuity be offered? Yes.

2056. If there were a better mode of classification this might be carried out? Yes.

3 Dec., 1861.

2057. Or there might be a yard in which refractory persons might be placed, and they might be kept on an inferior allowance—Do you not think that might have the desired effect? Yes, I think supplying them with tobacco would have a beneficial effect.

2058. *By Mr. Harpur*: And giving them the opportunity of earning tobacco? Yes, for they literally prize that more than food.

2059. You are aware that a large portion of this class of persons have been addicted to smoking from their early youth? Yes.

2060. And many of them are very old—have you not heard from old smokers that it is a severe punishment to be deprived of their tobacco? Yes, very.

2061. The prospect of obtaining tobacco would be one of the greatest inducements you could offer to them to work, or to do anything? Yes.

2062. At Liverpool the men receive (if any) a very short allowance—a quantity which is as nothing to them, and they stated to the Committee that they were willing to work in the garden, or to do anything, to obtain it; but they were not allowed to work for that purpose, or for any other—Are you not of opinion that persons who are received into this, as well as into every other Benevolent Asylum, are generally of defective intellect. Even where they are physically strong is not their intellect generally defective and weak? I would not say so, as a general rule.

2063. In a country like this, where persons possessed of anything like physical strength can make good wages, is it not a certain sign of weak intellect for such persons to seek refuge in a Benevolent Asylum? I think that is owing rather to physical than to mental debility, in the great majority of cases.

2064. Then in those cases there could be no reason to compel them to work? No.

2065. There are persons who, if they went up the country, could get £30 or £40 a-year, who are working in the institution for a shilling or eighteen-pence a-week; is not that a sign that these people, though able to work, are really defective in intellect—You would see no objection to the inmates being allowed to earn tobacco for themselves? Not the slightest; on the contrary, I would rather give them tobacco if that would be the means of getting them to work. I think some of them might be employed in plaiting.

2066. *By Mr. Alexander*: Are you not aware that at one time they were employed in plaiting and making cabbage-tree hats? No.

2067. *By Mr. Love*: Are you aware whether there are many tradesmen among the inmates at the Liverpool Asylum? I am not aware.

2068. Tinnen, shoemakers, and carpenters? I am not aware of the fact, but I think it is very natural to suppose there are.

2069. Do you not think these men would be much happier if they were allowed to work a little at their trades? Yes, I think it would save much murmuring.

2070. Would you recommend the committee at Liverpool to try that plan? Yes, I would.

2071. *By the Chairman*: You are aware that the children in the institution in Sydney have been suffering from itch for the last two years? Yes.

2072. Are you aware that they are all washed in the same water? No.

(*The Chairman read the evidence of Mrs. Louisa Stone.*)

2073. Do you, after hearing that evidence, think it likely the itch can be got out of the institution while the present course is pursued? No.

2074. Do you not think some immediate steps should be taken to alter that system? Yes, I am shocked at that; I was not at all aware of it.

2075. You are aware that there are many people in the Liverpool institution who work for a small gratuity—a shilling or eighteen-pence a-week, or ten shillings a-month? Yes.

2076. I suppose if similar inducements were held out, the whole of the inmates might be induced to earn their own livings there? I think so.

2077. Have the intemperate habits of any of the servants of the institution ever been brought under your notice? I have heard a good deal about the officials of the Liverpool institution. I heard the evidence of the Rev. Mr. Stephen on this subject, and I can only say with him, that we endeavoured by every possible means to come at the truth, and to have something tangible, but I am sorry to say we failed. Although we had some very good reasons to suspect, still we could not put our fingers upon anything tangible; I have always found, even when I have gone there unexpectedly, when I have had private business at Liverpool, and have called at the institution, that everything was in a proper state; and although I have reason to fear that the doctor indulges a little, I believe he has always done his duty, as far as I can hear.

2078. Have you ever heard anything against the master of the institution? Yes, I have heard the same thing of the master, but I have never seen it; he has always done his duty.

2079. Have you ever heard anything of the servants of the institution in Sydney indulging in that way? No.

2080. Can you offer the Committee any suggestions to forward the object for which they have been appointed? I would suggest an entire change, principally with regard to classification; that cannot be done with the present means—it is impossible to do it; but as a minister of religion, I would suggest that there should be a classification in the sick ward; I would have the members of the Catholic Church in one ward, those who are bed-ridden, because our ministrations are of a private nature, and of course members of other denominations do not, and are not supposed to understand them, and they might form the subject of ridicule; and when this could be avoided it would be well that it should be, as it is hurtful to the individual receiving the last rites of his Church, as well as to the clergyman.

2081.

- Rev. J. F. Sheridan. 2081. The classification of women who come in to be confined which you suggest, is not a classification of that sort? No, I refer only to the sick ward, where it is necessary that the clergyman should go to the bedside of the patient.
- 3 Dec., 1861. 2082. The classification you would recommend, in the case of lying-in women, has reference to their moral character? Yes; the other has reference only to the sick ward.
2083. The classification in the lying-in wards would be to prevent respectable married women from coming into close contact with prostitutes, perhaps suffering from disease? Yes. With reference to the removal of the institution from Sydney, unless provision were made to relieve applicants for out-door relief in the city, inconvenience might arise.
2084. It has been suggested that there should be a depôt in Sydney, with two or three beds, to accommodate people in cases of emergency, and that from this place out-door relief should be administered? That is my view.
2085. *By Mr. Harpur*: Do you not think if the doctor's irregularities, which have been described as characterizing the conduct of the doctor at Liverpool, were of such a kind as to interfere with his efficiency, it would be easy to obtain proofs against him? I do not know; we tried to obtain sufficient evidence against him, but could not.
2086. Do you not think that, although it may be easy to get up a report against a person, it may be impossible to prove the charges circulated? Yes.
2087. Do you not think that is something like the present case? Yes.
2088. Do you not think it would be dangerous to go upon mere report, without proof? Yes. I may mention that on one occasion, when I went to Liverpool, as I saw there was a delicacy, on the part of a number of the committee, to state to him the charge which had been brought against him, I called the doctor aside, told him the reports that had been circulated, and asked him what he had to say for himself. He appeared to be indignant at the charge, and although there were unmistakable signs of his previous habits, he said that he was a persecuted man, that he had enemies, that we all had enemies, and he commenced moralizing, but he stated that he was perfectly innocent.
2089. There are persons of a certain temperament who behave ordinarily when excited, as if under the influence of liquor. I have seen the gentleman but once, and had only about five minutes conversation with him; but he appeared to me to be of that excitable temperament? Yes.
2090. *By Mr. Alexander*: Did his conduct and manner appear to be the result of excitement only, or of drinking? He appeared to be very indignant.
2091. *By Mr. Harpur*: I have seen persons of that temperament, who, if anything crossed them, appeared as if they were tipsy? Yes; that is a very charitable view to take, and I should be happy to take that view. I think if a person performs his duty in an office, and there is no positive proof against him, it is difficult to remove him.

MONDAY, 16 DECEMBER, 1861.

Present:—

MR. ALEXANDER, | MR. CALDWELL,
MR. LOVE.

J. LUCAS, Esq., IN THE CHAIR.

The Rev. William Allworth called in and examined:—

- Rev. William Allworth. 2092. *By the Chairman*: You are a minister of the Church of England? I am.
- 16 Dec., 1861. 2093. You often visit the Benevolent Asylum, I believe? I do.
2094. Do you receive any remuneration for that? I receive remuneration from my own Church; it forms part of my duty. Our Church supplies the Chaplain for that place and the Infirmary, and the salary is for the two conjointly.
2095. You are aware that the whole of the sick patients are in one ward—do you not think there ought to be a classification—when ministers of religion go there to visit patients, is it not objectionable to them to have persons not of their religion in the same ward? I think so, decidedly; that has been my opinion for a long time.
2096. For instance, if a minister of the Roman Catholic Church visits patients of his persuasion, are not the doctrines he teaches likely to be brought into ridicule by patients of other sects, and *vice versa*? Yes; and another good effect would be, that it would prevent proselytising.
2097. With reference to classification, the Committee were struck with the fact that, from want of space, decent married women, who were compelled to take advantage of the institution, in consequence of poverty, were lying in the next beds to prostitutes—do you not think it absolutely necessary, in the erection of a new institution, that means should be provided for proper classification in this respect? Decidedly; in fact, I find great difficulty in the performance of my duties, from want of classification.
2098. I believe there is now one room in which gentlemen of different religious denominations hold services? Yes, the dining-room.
2099. They have it in turn? Yes, we have stated times; and they are so arranged as not to conflict with each other.
2100. How long have you been in the practice of visiting the institution? During my last residence in town—it will be two years in January next. Some ten years ago I visited there.
- 2101.

2101. Would it be as convenient for the purpose of ministers of different denominations, if a new institution were erected at Randwick? In my case it would scarcely be so, because I have a separate charge at Pymont. Rev. William Allworth.
2102. Then the minister at Randwick might then take charge? He might; that would depend upon the Bishop's arrangements. 16 Dec., 1861.
2103. During your visits to the institution has your attention ever been called to any of the managers of the institution being intoxicated? Never on one occasion, and I have been there at all hours.
2104. Have you ever seen any person connected with the establishment under the influence of drink? I have never seen anything of the kind.
2105. *By Mr. Caldwell:* Have you had an opportunity of seeing the master and matron when you have called there? I scarcely ever visit there without seeing them, for I walk in from Pymont, and I am tired enough sometimes to be glad to sit down; sometimes I go into the office and speak to Mr. Anderson, and sometimes I go into Mrs. Mansfield's room, so that I scarcely ever visit the establishment without speaking to one or other.
2106. Would you recommend that there should be classification according to the religious denomination of the inmates? Decidedly. I will state my reason, if I may be allowed to do so:—There are many sick patients in the men's and women's wards who are altogether dependent for religious instruction upon the visitation of the clergyman; and to teach some of them who may be deaf the doctrines and the duties of religion in a loud tone of voice would be grating to the ears of those who held different views, and whose religious opinions ought to have some respect paid to them. Then again, I should not like a Romish priest to go in and teach the doctrines and duties of his Church so as to disturb the members of the body to which I belong; indeed I have found this to have some effect upon persons of weak minds.
2107. Do you think this classification would be sufficient if it were confined to the sick ward? Simply to the sick ward. If dissenters choose to come in they may do so, but then we should have only a Protestant congregation. With regard to the public service it does not matter, as the Wesleyans hold their service in the forenoon, and that of the Church of England is conducted in the afternoon. Dr. Fullerton has his only in the week.
2108. *By Mr. Alexander:* Do not a good many young men connected with the Young Men's Christian Association visit there? There are two or three who visit very frequently in a praiseworthy manner.
2109. *By Mr. Love:* Are any persons of the Jewish persuasion in the institution? No, I think there is not one in either of the places I visit. I found one in the Infirmary, but that was a long time ago. I think something should be done with reference to one of the lower wards, where there are a great many women with children, mingled with old people. The old people complain bitterly of the squalling of the children, and several applications have been made to me by them to be removed from the ward. With reference to the women being required to work, they frequently refuse to do so, and set the matron at defiance. It is impossible for her to do anything, as physical force would be the only thing of any avail in such cases, and they do, I fear, get some measure of support from outside people.
2110. *By the Chairman:* We have had some evidence upon that point—would you approve of compelling the people by force, or would you hold out some inducement, by giving those who did work some little indulgences? I scarcely know how that could be brought about.
2111. *By Mr. Alexander:* It has been attempted, has it not? By compulsory means?
2112. Not by compulsory means, but by threatening them with expulsion? Certainly.

Mr. R. Anderson again called in and further examined:—

2113. *By the Chairman:* You have been examined before? Yes.
2114. Chiefly with reference to the accounts of the institution? Yes.
2115. You have been there, I think, since 1859? Since the 8th of May, 1860.
2116. Have you, since you have been there, seen any of the officers or servants of the institution tipsy? In reference to the officers I should almost wish a direct question were put. 16 Dec., 1861.
2117. Did you ever see the master in that state? Never in my life.
2118. Did you ever see the matron in that state? I have seen her what I consider worse for liquor.
2119. Upon one occasion, or upon several? Upon several occasions, I am sorry to say.
2120. In what part of the institution? In my own room; I have seen her going along the passage, and I have seen her in the yard.
2121. Have you seen her going into the wards in that state? I have seen her going into the wards, but I never saw her in the wards; I do not frequently go into them, as it is not my business to do so—it is not in my department.
2122. You say you have seen her that way several times? Yes, I have seen her in an excited state several times.
2123. Did you ever report it to members of the committee? I have; they have spoken to me about it, and I have mentioned it to several of them, perhaps a dozen of them.
2124. Could you name any of them? In the first place, the question has been put to me, on more occasions than one, by the secretary, the Honorable George Allen, and I have answered him in as direct a way as I could that I had seen her; I have also mentioned it to Mr. Alexander, the honorary treasurer, when we have been conversing and lamenting over the matter. I have mentioned it to, and the question been asked by, a good many others. Such questions have been put to me upon various occasions, and I have answered them to the best of my belief, and with the utmost regret; for I had the highest opinion of both her and her husband.

Mr. R.
Anderson.
16 Dec., 1861.

2125. Did you ever know of any deficiency in any of the stores, medical comforts, such as brandy? In answering that question when it was put to me before, I said there was no deficiency as between me and the society, but certainly there was a deficiency between Mr. Mansfield and somebody else; I think I shewed Mr. Alexander the statement.

2126. *By Mr. Alexander:* That was about the brandy? Yes, I am speaking of the brandy. I spoke, as I felt it to be my duty to do so, to Mr. Alexander, the honorary treasurer, of the deficiency, and two or three days afterwards when he put the question to me, I said the deficiency was made up, so that the institution lost nothing.

2127. *By the Chairman:* You are aware that there was a deficiency? There was.

2128. Do you know who made good the deficiency? Mr. Mansfield; he told me so.

2129. Do you know of any deficiency in any other portion of the store? No, all were correct. I consider Mr. Mansfield a very honorable, steady, correct, and upright man.

2130. Who serves out the porter? Mr. Mansfield.

2131. Does he serve it out himself? I do not know whether he does so on all occasions. He is the visitor of the out-pensioners of the institution, and his duties in that capacity require him to go out, and during his absence I think Mrs. Mansfield serves it out.

2132. *By Mr. Caldwell:* She serves out the porter? Everything in the shape of stores. Mr. Mansfield keeps the keys.

2133. *By the Chairman:* Have you never heard any fault found with the quantity or quality of the articles served out? No report has ever been made to me by any inmate or by anyone, of quantity or quality, in any instance that I can recollect.

2134. Has any complaint been made of any articles having been missed? I never heard it; no complaint has been made to me. Any talk inside I have nothing to do with; I only speak of what I know myself, and it is with great reluctance I do so.

2135. *By Mr. Love:* Which do you call your own room? The room I call my own is the Board room.

2136. The room into which visitors go to put down their names in the visitors' book? Yes, the Board room; it is the only room I have as an office.

2137. The matron's business takes her there occasionally? Yes.

2138. Then it is not your room any more than any other's expressly? It is the only room I have to do with.

2139. At what time have you seen the matron in that way? Generally in the forenoon. My hours are from nine to four, and it has, generally speaking, been within those hours.

2140. *By Mr. Alexander:* You are often there after four o'clock? Yes; I often go back in the evening, but my hours are from nine to four.

2141. *By Mr. Love:* This excitement you speak of would scarcely have been sufficient to have attracted the notice of strangers? It is a difficult question to answer. I may have seen her in such a state as might have attracted the notice of strangers.

2142. Not in such a way as that she could not manage the business of the place? I have seen her in a state that I did not think her altogether fit to manage it.

2143. *By Mr. Alexander:* Have you not since heard that she has been in the habit of taking a great deal of morphia? I have heard so.

2144. Have you ever heard of an account having been sent in to Mr. Mansfield to the amount of £100, for morphia? Never for such an amount. From my own knowledge I know nothing about this matter.

2145. *By Mr. Love:* What would be the effect of morphia? I do not know—I am not a medical man—but I have heard medical men express the opinion that when a person has taken a great quantity of spirits during the day, in the morning morphia destroys the effects of the spirits.

2146. *By Mr. Caldwell:* I suppose morphia produces an effect upon those who take it similar to that caused by spirits? It produces in my opinion the very reverse effect; it makes the person stupid or languid; it has a deadening or soothing effect.

2147. *By Mr. Love:* Might you not mistake the effects of morphia for what you suppose was caused by something else? I do not think so; I should be glad to know that such was the case.

2148. *By Mr. Caldwell:* Do you know of your own knowledge that Mrs. Mansfield is in the habit of drinking brandy to the extent of making herself tipsy? No.

2149. Have you seen her take brandy to the extent of making herself tipsy? Never in my life.

2150. Nevertheless you have seen her what you consider tipsy from drinking brandy? I do not know that it was caused from taking brandy.

2151. You could not tell whether it was the effect of brandy or of morphia? The only way I could tell was from her appearance, and the smell of spirits.

2152. *By Mr. Alexander:* Is she noisy when she is in that state—troublesome and quarrelsome? Sometimes she is a little quarrelsome with inmates, and a little talkative, but I never quarreled with her.

2153. *By Mr. Caldwell:* You spoke of a deficiency in brandy—how did that occur—you say it did not take place between you and the institution? We get in ten gallons of brandy at a time, and it is my duty, when the cask is done, to check the consumption. I checked the cask in this instance, and found the deficiency I have mentioned.

2154. You checked the quantity served out with the quantity received in? Yes, and found there was a deficiency.

2155. *By Mr. Love:* How much deficiency? About three gallons and four pints, I think.

2156. *By Mr. Caldwell:* Out of what quantity? A ten gallon cask.

2157. *By Mr. Love:* How is it served out—by measurement? Yes, glasses and gills.

2158. I have seen it served out at Liverpool by pouring a little quantity into a tin pan? I had

had imperial measures made for the purpose, and they are made so nicely that they perfectly agree with the measurement or weights of the doctor.

2159. It is never poured out by guess? No; Dr. Smith is very particular; he always measures or weighs it when it is taken over to him; he gives it in the way of medicine to the children and other patients.

2160. *By Mr. Alexander*: Do you check the casks of porter? Yes; porter I have never found any deficiency in.

2161. *By Mr. Caldwell*: Are you prepared to say that when this cask came in it actually contained ten gallons? I do not measure it when it comes in, but it was a ten gallon cask, and was full.

2162. Where did it come from? From Sir Daniel Cooper's.

2163. Did you examine the cask when you received it? I did not, but I saw that it was full. When a cask comes in I give it a shake, and from that I can tell pretty well whether it is full or not.

2164. Did you examine that particular cask? Yes, I examine almost every cask. When a cask comes in Mr. Mansfield calls me, and I examine it. Some time ago a hogshead of porter came in, and he and I thought it was short, and upon examination it was found to be several gallons deficient.

2165. *By Mr. Love*: Who has access to the room besides the matron and master? No other body should have.

2166. Occasionally may not some inmate go there? Not that I am aware of.

2167. Does not the doctor go there? Never; he has no charge of the stores, and I do not think he ever goes. The stores are under Mr. Mansfield's charge, and the medical comforts subject to the orders of the doctor.

2168. *By Mr. Alexander*: Although the brandy was short, it cannot be said that this was all drank by the matron? It might have been stolen by some of the inmates.

2169. *By the Chairman*: How long would ten gallons last? That would depend upon the number of the inmates—perhaps three months—at this time it lasted about two months; it ran from the 13th March to 28th May, but there being a deficiency of upwards of three gallons it would run about a month less than usual.

2170. *By Mr. Caldwell*: What length of time do the irregularities you speak of on the part of Mrs. Mansfield extend over? I cannot say; I was there some time before I observed them.

2171. And you went there so recently as in 1860; how long were you there before you observed them? A month or two, so far as I can recollect.

2172. When was the last time that you observed anything wrong? The last time that I observed anything wrong was about three weeks or a month ago. Mr. Mansfield happened to be called away into the country, to Dapto I think, and during that time she was worse than when he was present. Since then she has been very quiet; I have seen nothing wrong in her since.

2173. There is a person named Stone in the Asylum? Yes.

2174. How many children has she? I think only two; there is a grown-up daughter who has been living there for some time.

2175. What are the ages of these children of Mrs. Stone? There is one, a boy of about thirteen years of age, in fact he was put on board a vessel.

2176. Is he back again? Yes; he is subject to epileptic fits, and is not fit to be at sea.

2177. Is he on the books of the institution? Yes.

2178. The grown-up daughter, does she live there continually? She is there now, and has been for some time.

2179. What is her age? I do not know exactly, but she has been in service. I think she is a girl of about sixteen or seventeen.

2180. When she is there, they all sleep up in the children's ward? Yes.

Mrs. Mary Lamont called in and examined:—

2181. *By the Chairman*: I believe the Committee examined you during their visit to the Benevolent Asylum? Yes.

2182. During your residence in the institution have you ever seen the master worse for drink? No.

2183. Have you ever seen the matron the worse for drink? Yes, I have seen her a little the worse for drink.

2184. Once, or often? Would once be sufficient to say?

2185. I ask you the question, answer it as you like—have you seen her once or several times? I have seen her once.

2186. Have you seen her more than once? Yes; I have seen her just that anyone might know that she had been taking something.

2187. *By Mr. Caldwell*: You have seen her only once that a stranger might know —? I have seen her several times; but once that anyone might know.

2188. Have you seen Mrs. Mansfield drinking? No.

2189. Do you know yourself what she has been in the habit of drinking? Ale sometimes, and sometimes brandy and water.

2190. Have you seen her drink brandy and water? Yes, I have seen her; but there is no more harm in one-kind of drink than another, is there?

2191.

Mr. R.
Anderson.

16 Dec., 1861.

Mrs. Mary
Lamont.

16 Dec., 1861.

- Mrs. Mary Lamont.
16 Dec., 1861.
2191. It has been stated that Mrs. Mansfield has been in the habit of taking morphia? I do not know what she is in the habit of taking; but when I first went there she told me she was in the habit of getting something from Mr. Porter, and I said I thought it was wrong for her to do so without letting Mr. Mansfield know; and I have since heard that it was morphia.
2192. Do you know whether that produced the same effect upon her as the taking of spirits? I heard at first it was that made her so stupid looking. I have heard since that it was to take away the effects of the spirits.
2193. *By Mr. Love*: I believe morphia is taken for other purposes than for sobering people? I do not know anything about it; but Mrs. Mansfield told me it was a medical man who prescribed it for her some years ago.
2194. For some illness? Yes; but I really could not say what it was; she said she could not do without it.
2195. Having found it beneficial she continued the use of it? Yes.
2196. Would you say whether or not this excitement which you have seen in Mrs. Mansfield might not have arisen from the use of that morphia? I could not say.
2197. *By Mr. Alexander*: Are you sure it originates in the use of brandy? It might be from beer.
2198. *By the Chairman*: Have you ever seen Mrs. Mansfield drink brandy? Yes.
2199. Have you seen her drink porter? Yes.
2200. Have you seen her drink ale? I have seen her drink ale.
2201. Have you seen her drink any other intoxicating drinks—have you seen her drink brandy once or several times? Several times.
2202. *By Mr. Caldwell*: When you have seen her drink brandy, did she drink to be drunk? No.
2203. You never saw her drinking to excess? No. I have seen her drink a little brandy and water with her dinner.
2204. *By Mr. Love*: I believe it is a usual thing for persons to take a little brandy and water? I think it is a very unusual thing for a lady to take brandy and water; but I would not blame Mrs. Mansfield for taking a little, for her duties have been very heavy, and she has had a large family. Mrs. Mansfield might do what others who had not had her troubles might not.
2205. *By Mr. Love*: Have you ever been over the children's sick room, which is nearly over your cutting room? Yes; I have been there twice, at the door.
2206. Have you felt a bad effluvia from that room? Yes; I have felt it at the door.
2207. If any person had visited that place, do you not think they would feel relieved by a little brandy and water—might they not after visiting it take a little? I think they would be very great stupid if they did not.
2208. You think they would require it very much? I do.
2209. Do you not think there are several wards in that institution which would make you feel desirous for a little brandy and water if you had to visit them? There are some of the wards I have been in only once since I have been there.
2210. *By the Chairman*: Have you ever seen Mrs. Mansfield take brandy and water on any other occasion than at dinner time? She may have taken a little.
2211. We want you to tell us what you have seen—we can hardly make anything of your evidence? I have told you very candidly, I have seen her take a little.
2212. What do you call a little? I have seen her take a little.
2213. *By Mr. Caldwell*: Never to excess? No; but I have seen her when I thought she had not an opportunity of taking it, going about in a stupid sort of way, so that people in the building remarked it, and shewed no respect to her whatever.
2214. On this occasion you could not say whether it was the effects of morphia or not? I am not telling you anything but what I told Mrs. Mansfield I would tell you.
2215. *By Mr. Alexander*: Have you ever seen her take as much as there is in that glass (*referring to a tumbler containing about a wine-glass of water*)? She very seldom put it in a glass.
2216. What did she drink it from? Out of a mug.

Mrs. Mary Stubbs called in and further examined:—

- Mrs. Mary Stubbs.
16 Dec., 1861.
2217. *By the Chairman*: I think the Committee took your evidence at the Asylum, when they visited it? Yes.
2218. We have an unpleasant matter to examine you upon, and it is for that purpose you are summoned here to-day. You have been in the Asylum, I believe, for the last two or three years? I have been there only fourteen months.
2219. During the time you have been in the institution have you noticed the matron of the institution the worse for drink? What might in my eyes appear to be the worse for drink might not seem to be so to other people's eyes.
2220. I ask you for your opinion? I might see her sometimes in a state I would not like to be in myself, or that I would not like to see any female.
2221. Have you seen her in that state up in your ward? I have seen her in away that any one with an eye would say she was excited—to say she was drunk I could not; for what I call drunk is when you fall down and cannot get up. I have seen her in a way you would not like to be yourself.
2222. Have you seen her so many times? Dear me, don't ask me that question.

2223.

2223. I know it is unpleasant, but still we are all called upon at times, in the performance of our duties, to answer unpleasant questions? It is very unpleasant; I do not wish to hurt Mrs. Mansfield, and I do not wish to tell a lie.

Mrs. Mary
Stubbs.

2224. *By Mr. Caldwell:* We do not want to know whether Mrs. Mansfield was in the habit of drinking to such an excess as to be incapacitated for the performance of her duty? I have often heard her insulted, and told she was drunk, by the inmates of the house, but I always ran away for fear of hearing or knowing anything. Before I went in I told Mrs. Mansfield I always avoided interfering in anything; and when Mr. Anderson has called my attention once or twice to things, I have always said I wished him not to bring my name in, and if I saw anything I always liked to run away, so as not to see it if I could help it. But more than I might tell you more; I do not want to tell you anything at all.

16 Dec., 1861.

2225. *By the Chairman:* You are summoned here to tell the truth in the matter? Well, but I think—

2226. Again I ask you, have you several times seen her in that state in the ward? I have seen her, if not in the ward, in a way you would not always see her, and that is all I know.

2227. *By Mr. Caldwell:* Do you know whether Mrs. Mansfield is in the habit of taking morphia? Pray don't ask me.

2228. It will be better for her that you should answer the question? When she was ill she took some, I believe; so she said.

2229. When she was ill she took morphia? Yes.

2230. Do you know whether she has continued to take it since? I do not know; I very seldom went in and out to Mrs. Mansfield, because I heard so many tales—so much talk—I was glad to keep out of it.

2231. Did you ever see her drinking brandy? I never did; I do not think I was ever five minutes in Mrs. Mansfield's room in my life.

2232. Can you say, when you have seen her excited or stupid, it arose from the use of brandy or morphia? Well, I do not know, I never saw her drinking myself; but in my family I saw very little, and perhaps very little may make me think people have taken too much, and that makes me cautious in speaking, because I do not like to see it upon anyone. I have seen her in a state I would not like to see myself.

2233. I want to know whether it was from brandy or morphia? I could not tell whether it was or was not, but I have heard it from hearsay, scores, and scores, and scores of times; anything more I have never seen, but indeed I have heard it; that is all I know. They would all call me to the windows, and "look at this," and "look at that." The moment I saw it I would go away. Don't ask me any more.

2234. *By Mr. Alexander:* Is Mrs. Mansfield popular in the house—is she liked? I have always seen her; I never asked for anything from her I did not get.

2235. *By Mr. Caldwell:* Is she attentive to the inmates? Yes, so far as I see; there are broils in every place of the sort; I dare say many a broil if managed in a different way might be avoided.

2236. Have you visited the room where the sick children sleep? Only once.

2237. When you were in that room what was its condition? At the time I went everything was very nice, the children were clean and playing about the room with some little toys; on that day they happened to be very well. But to tell the truth, there was so much confusion, and I heard so much in the Asylum, that I would not go from one place to another, because I was afraid there would be an observation made about it, and that Mrs. Mansfield would say I was talking about things that kept me from attending to anything but my own business.

Maurice Alexander, Esq., M.P., (Member of the Committee) examined in his place:—

2238. *By the Chairman:* You are a Member of this Committee? Yes.

M. Alexander
Esq., M.P.

2239. You are also Honorary Treasurer to the Benevolent Society? I am.

2240. Can you state what is the position of the institution at present—what funds are in your hands? I cannot give you any information in that way, for one particular reason, namely, that I do not know. We have an open account at the bank, and we operate upon that. Money is remitted to me, and when I get a certain amount I bank it. I cannot tell you the state of the accounts from recollection, but they are made up every three months, and I think the accountant has already handed them in.

16 Dec., 1861.

2241. You have heard the evidence with reference to the deficiency of spirits? Yes.

2242. That deficiency was made good? Yes.

2243. *By Mr. Mansfield?* So I have been given to understand.

2244. You were informed as Honorary Treasurer? Yes, and a return was brought up to me shewing that there was no deficiency.

2245. What deficiency there was, was made good? Yes. With reference to the finances, I would state that the Government grant is paid in to the bank, to the credit of the institution, and I sign a receipt for it. Other amounts, such as fines from Benches, come to me direct, and I give receipts for them in duplicate. These sums are entered in a book, and when they exceed £20 I deposit them in the bank. Amounts to be expended on behalf of the institution are drawn by cheques signed by the Honorable George Allen, the honorary secretary, and by myself as treasurer. The accounts are first gone over by Mr. Mansfield who receives the goods, he checks them, they are then brought before the committee and passed, and the cheques are drawn out as I have stated.

2246. You have an investment fund? We have.

2247. You make use of that for your current expenses, and when you receive your money from the Government you pay it back? Yes. I think the current account is indebted to

- M. Alexander Esq., M.P.
16 Dec., 1861.
- the investment fund over £3,000. All I hold is £3,000 in debentures, and there is £3,075 on deposit in the Oriental Bank.
- 2248 For which you receive interest at five and a half per cent.? Five per cent. That is a portion of the legacy left by the late Frederick Jones.
2249. That is all you have invested? All the actual cash we have.
2250. In reality you ought to have £10,000? We ought to have something like £10,000.
2251. But you make use of some £3,000 or £4,000 to carry on the institution, to pay the current expenses? Yes.
2252. That is to avoid the necessity for opening a cash credit account at the bank, for moneys for which you would have to pay nine per cent. interest? Yes.
2253. By using this investment fund you save the per centage on the current account? Yes.

THURSDAY, 2 JANUARY, 1862.

Present:—

MR. CALDWELL, | MR. SADLEIR,
MR. SUTHERLAND.

J. LUCAS, ESQ., IN THE CHAIR.

Francis Campbell, Esq., M.D., called in and examined:—

- F. Campbell Esq., M.D.
2 Jan., 1862.
2254. *By the Chairman:* You are now, and have been for many years, the Superintendent of the Tarban Creek Lunatic Asylum? Yes.
2255. The Committee understand that you have considered the effects of the winds of this country upon human health? I have, among other things, considered this subject somewhat attentively.
2256. My chief object in summoning you is, to obtain your opinion as to the suitability of the proposed site for a new Benevolent Asylum; you are aware that the inmates of that institution consist chiefly of aged and infirm people, and the site proposed is at Randwick; the Committee are desirous of having your opinion whether you think that locality desirable? It is exposed to the sea a good deal, I believe. I never was at Randwick; but I think I know about where it is.
- (*The Chairman pointed out the position, by reference to a map.*)
2257. Are you of opinion that that would be suitable? The inmates of the Asylum are of all ages, but mostly very young, or very aged and very infirm, which amounts to the same thing. My opinion is, that they ought to be more inland—less exposed to the influence of the winds sweeping off the Southern Ocean.
- 2258 I hand you the evidence of three medical gentlemen who have been examined before this Committee—Mr. Burgon, Dr. Robertson, and Dr. O'Brien. (*The Chairman handed the evidence to the witness*)? Would it not be better for me to give my independent opinion first?
2259. As you had not been on the spot, I thought it might afford some guide to you? I have been at Bondi; but I have never been at Randwick. I think I have been twice at Bondi. My opinion is founded on the grounds that the constitution of the old and very young can hardly withstand the acrid quality of the air there; there are saline particles constantly floating off the Great Southern Ocean, which affect the atmosphere of the sea-board. I have had occasion many times to recommend infants to be carried into the country, for the improvement of their health, when every external appearance would have led one to think the sea-side was the best, and they have immediately improved upon going into the country. The whole evil arises from the state of the atmosphere—the more condensed and more acrid state of the atmosphere. I am, and have long been satisfied that Sydney is not the healthiest place in the world for old and young people. For strong and vigorous constitutions it is well suited; but for those in the decline of life, and for early infancy, Sydney and the locality about are not the healthiest positions.
2260. I understand that you would prefer some place inland? I should say, at least five or ten miles away from the sea.
2261. Do you know the situation of Ashfield, Petersham, Burwood, or Homebush? I should say none of them would be far enough, though they would be better than the proposed site. I would say still farther inland, sheltered from the effects of the Southern Ocean.
2262. What would you say to Liverpool? Liverpool would be better; still in a direct line Liverpool is not far from the Ocean.
2263. Parramatta? Beyond Parramatta—the swampiness about Parramatta renders it unhealthy.
2264. Suppose you had the selection of a site, where would you recommend? I am hardly prepared to say, for I have never but once been as far as Mr. James Macarthur's.
2265. It must not be far from Sydney, because the expense of transit from Sydney to the Asylum is a great consideration—would you prefer some position along the line of railway? Some sheltered situation on the line of railway, five or ten miles out.
2266. Homebush is about ten miles out? That would be a good situation, provided it were somewhat sheltered, so that the atmosphere was not directly influenced by the sea, but was modified by intervening hills or forests. I will now read this evidence, having given my opinion, but I did not wish to do so before, in order that I might not give, or appear to give, a slavish opinion. (*The witness read the evidence of Mr. Burgon.*) I perfectly agree in

- in these observations of Mr. Burgon. The south wind has a very severe effect. I know that from my patients in the Asylum. After the wind has been from the east, west, or north, and has changed rapidly to the south, I am sure to be plagued with a great deal of violence and change in the behaviour of the people. The most remarkable changes take place after the blowing of the south wind. You can have no better barometer than the lunatic—he is so sensitive of every change, and the changes here are so remarkable, that it is a sort of maxim with us to prepare ourselves for the south wind.
2267. Do you think the ill effects of this wind could be warded off or prevented by the erection of a wall, or by the planting of rows of trees? Yes, these things have been known to have had beneficial effects. There is a street in Rome guarded by a small grove of trees, and the disease of the marshes did not operate upon the people in that street; after those trees were cut down the residents there became as liable to marsh remittent fevers as the people in any other part of Rome. Sometimes the distance of half a mile will make a great alteration in the atmosphere, supposing there is a little hill or mountain between. That is an observation as old as three thousand years, and is perfectly correct. The atmosphere may be modified by a small distance, provided the screen is sufficient. (*The witness read the evidence of Dr. Robertson.*) I do not think anything of the chilblains; they arise from want of vigour in the constitution, in a semi-tropical country like this. (*The witness read the evidence of Dr. O'Brien.*) There is nothing in this evidence that would modify my opinion at all. It is the proximity to so great an ocean to which I object. In Europe, where the oceans are not so large—in Ireland or England—the breeze is sufficiently modified by so many intervening things that it blows innocuously upon the inhabitants. Here there are no islands to modify it, and it comes loaded with acrid and moist saline particles, which are prejudicial to the lungs and general health of this class of patients.
2268. The Committee take it for granted that your opinion is in favour of the new institution being erected on the line of railway, some five or ten miles from the town? Yes, inland, and if possible sheltered from the south wind. To be thoroughly out of the influence of the sea atmosphere, it must be quite forty miles inland; but if it were sheltered, a distance of ten miles would, I think, be a safe situation.
2269. Are there any places on the banks of Parramatta River which you think would be suitable? You mentioned one, Homebush, which is pretty near the river; but it would not be desirable too near the river, as I do not think that a very healthy situation; for low situations on the banks of this river are very subject to heavy fogs at certain seasons of the year, and these are never to be desired in any conditions of health.
2270. You prefer land by the side of the railway? Decidedly, inland; at the same time it would be essential to get a good spring of water, or a little creek or river, running past, to carry off the drainage.
2271. Do you know where Duck River is? I know the situation.
2272. Do you think that would be a good situation, if rising ground could be found on the bank? Yes, a little beyond that would be a good situation; but I fear very much the ground does not rise enough till you go farther on.
2273. Are you acquainted with Fairfield? No, I am not.
2274. Between Liverpool and Parramatta? I have never been there but once.
2275. Large quantities of water could be preserved there, and there is excellent drainage into a large salt water creek, the Lansdowne Creek, where the tide flows? That would be an important matter. Is there much ground exposed when the tide goes out?
2276. No; the banks of the creek are very steep, and the whole of the banks of George's River are very abrupt; as the tide recedes, for every two feet fall of water not above five feet in width of the bank is exposed? There is nothing more conducive to the healthiness of a situation, than perfect natural drainage and plenty of good spring water.
2277. *By Mr. Caldwell:* I suppose trees could be planted round the site at Randwick, and that these would counteract any injurious influence from the sea? I am afraid the breeze would be too strong.
2278. On this side (*referring to the plan*) the drainage would be perfect? Yes. One great object in an Asylum of this kind is to have a proper site where water can be got; the life of every living thing is water.
2279. Have you visited the Destitute Children's Asylum? No, I have never seen it—in fact I have very little time to amuse myself by visiting any place; during the fourteen years I have held my present appointment I have never been beyond Parramatta on an excursion of pleasure.
2280. Perhaps you are not aware of the state of that Asylum, so far as the health of the children is concerned? No.
2281. During the time that institution has been established, there has been only one death among the children? Is there not a constant change among the children?
2282. No; they are admitted into the institution very young, and they are not allowed to be taken out of the institution until they are twelve years of age? They may not have remained long enough in the school to give you data to go upon, to enable you to judge of the influence of the position upon their health.
2283. Frequently children are taken out of the streets in a very bad state of health? Change in their diet may have had a beneficial effect.
2284. *By the Chairman:* Do you not sometimes find that a change from a more healthy to a less healthy locality is for a time beneficial? Yes.
2285. *By Mr. Caldwell:* Would you not suppose that the removal of children in a bad state of health to such a locality would have an immediate effect? No, it would not probably be immediately apparent, owing to the improved circumstances in which the children were placed

F. Campbell,
Esq., M.D.

2 Jan., 1862.

F. Campbell,
Esq., M.D.
2 Jan., 1862.

placed, and their better diet. It would be after a residence of some time that the effects would be seen.

2286. *By Mr. Sadleir* : Might not the effects be more injurious upon the aged than upon the young ; the young child is vigorous and growing up, the old is feeble and declining ? No doubt.

2287. *By Mr. Caldwell* : Then you think the site might be less favourable to the aged, than to young persons ? I think it would. Where the seeds of decay are in the body it requires the greatest care to prevent their growth and development, and nothing is more conducive to this than a variable temperature and bleak air.

2288. *By Mr. Sadleir* : In old age there is generally organic disease ? Generally.

APPENDIX.

(The following was omitted from Mr. Smith's Evidence, page 100, and has reference to Question No. 1556.)

FORM OF ORDER FOR MEDICAL COMFORTS.

BENEVOLENT ASYLUM.

BENEVOLENT ASYLUM.

Date _____ 186 .

To the Master. Date _____ 186 .

Sir,
Be pleased to issue for the use, to-day, of the persons named below, the quantities of Medical Comforts set opposite their names :—

Sir,
Be pleased to issue for the use, to-day, of the persons named below, the quantities of Medical Comforts set opposite their names :—

Names of Patients for whom issues are required.	Eggs.	Sugar.	Arrowroot, Sago, &c.	Stout.		Wine.		Brandy.
				Pint.	Gill.	Gill.	Gill.	

Names of Patients for whom issues are required.	Eggs.	Sugar.	Arrowroot, Sago, &c.	Stout.		Wine.		Brandy.
				Pint.	Gill.	Gill.	Gill.	

Signature _____
Surgeon.

Signature _____
Surgeon.

SEPARATE APPENDIX.

RETURN of the Number of Females who have been Confined in the Benevolent Asylum, Sydney, from 1 January, 1851, to 25 December, 1861, both inclusive, called for by the Select Committee of the Legislative Assembly.

YEAR.	NO. OF CONFINEMENTS.
1851	13
1852	3
1853	13
1854	30
1855	39
1856	53
1857	56
1858	54
1859	59
1860	53
1861	98
To 25 December.....	98

Previous to the year 1851 the Confinements were very few, not numbering more than five or six in the year.

Benevolent Asylum,
Sydney, 25 December, 1861.

R. ANDERSON,
Clerk and Accountant.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

FRIENDLY SOCIETIES.

(QUINQUENNIAL RETURNS—1856 to 1860.)

Ordered by the Legislative Assembly to be Printed, 8 January, 1862.

THE REGISTRAR GENERAL to THE HONORABLE THE COLONIAL SECRETARY, reporting on the
Quinquennial Returns of Friendly Societies in New South Wales. (1856 to 1860.)General Registry Office,
Sydney, 31 December, 1861.

SIR,

By the Act 17th Victoria, No. 26, passed in the year 1853, intituled, "*An Act to Consolidate and Amend the Laws relating to Friendly Societies*," it is enacted (Section XV.) that "the Trustees or other Officers of every Society or Branch established under the provisions of this Act &c. shall within three months after the expiration of the month of December 1855 and so again within three months after the expiration of every five years succeeding transmit to the Office of the Registrar General or other Officer appointed by the Governor to receive the same a Return of the rate of sickness and mortality experienced by the Society or Branch within the preceding five years in such form as shall be prepared for that purpose and furnished to the Trustees of every such Society or Branch by the Colonial Secretary."

2. The Act nowhere directs the use to which these quinquennial Returns are to be put; but as I conceive the object of legislation on behalf of these Societies to have been to regulate their operations, to check irregularities, and to protect the general interests of their members, and as these objects may be best secured by giving publicity to the returns required to be furnished, I deem it my duty to present to you the following facts and statements, taken from the quinquennial Returns received in the early part of the present year, extending over the period from 1856 to 1860, both inclusive.

Supposed object
of the Friendly
Societies Act.

3. It is solely in the interest of these institutions that I take upon myself the labours of this self-imposed task, for I can discover no possible good that can accrue to them by the mere receipt of the Returns. I have therefore attempted to tabulate the results in a manner that will convey, in the simplest and most useful form, the more important facts which are exhibited in the Returns, and which may be useful to illustrate the practical operation of the Societies established under the provisions of the Act in question.

Reasons for
making report
on the quinquen-
nial Returns.

4. The information given in the Returns is not of that full and complete description necessary to elucidate the measure of success of the Societies to which they relate; nor is it possible to examine, with any degree of accuracy, the soundness of the basis upon which they are established. My object will be attained if I succeed in drawing attention to their working, and to the degree of benefit they may be made the means, under good management, of conferring on society.

Information not
so full as to be
wished.

5. It appears then that the number of Societies established in the Colony does not exceed five, viz. :—

Of the number
and designation
of Friendly
Societies.

- 1st. The Ancient Order of Foresters, numbering 830 members;
- 2nd. The Grand United Order of Oddfellows, numbering 989 members;
- 3rd. The Australian Mutual Benefit Society, numbering 130 members;
- 4th. The St. Patrick's Total Abstinence Society, numbering 64 members; and
- 5th. The United Shipwrights' Society, numbering 34 members.

These five Societies embrace an aggregate of 2,047 members, and there is hardly any description of industry which does not contribute more or less to make up this number. The

classes of labour which are chiefly distinguishable are described as labourers, carpenters, wheelwrights, blacksmiths, mariners, shoemakers, and tailors, combining *light* and *heavy* labour, both *with* and *without* exposure.

Heads of information supplied.

6. The information required in the forms established for making the quinquennial Returns is as follows:—

- 1st. The name or initials of the member;
- 2nd. The trade or profession;
- 3rd. The date of birth;
- 4th. The date of admission;
- 5th. The date of becoming a free member;
- 6th. For what time entitled to relief on account of sickness;
- 7th. Ditto on account of superannuation;
- 8th. Date of death;
- 9th. Place of residence at time of death.

From these data I have endeavoured to classify into four divisions the more important facts which they are found capable of illustrating.

Mortality and sickness compared with England.

7. Table A, appended to this statement, shews that out of 2,047 persons liable to mortality, 74, or 3.61 per cent., died during the five years; and that out of the same number liable to sickness, 410, or 20.02 per cent., were sick and had relief during the same period.

The mortality of the Friendly Societies of England, taken from a Report of Mr. Finlaison's, presented to Parliament in 1853, was at the annual rate of 1.26 per cent., or 6.30 per cent. for the five years; and the sickness was 24.99 per cent. for the same period.

I have no statistics later than these to refer to.

The comparison stands thus:—

	Died.	Sick.
England.....	6.30 per cent.	24.99 per cent.
New South Wales.....	3.61 „	20.02 „
Difference in favour of New South Wales }	2.69 „	4.97 „

It would seem, then, by these figures, that whilst the amount of sickness is less than England, by nearly *five per cent.* for the quinquennial period, the mortality is less by nearly *one-half.*

Classification of occupations.

8. In establishing a Friendly Society it would, no doubt, theoretically speaking, be desirable to limit the admission of members to particular classes of occupation, but in practice this is found impossible, more particularly in a limited community like ours.

I have endeavoured to classify the occupations set down in the Returns, into *four* divisions, namely, *light* labour, *with* and *without* exposure, and *heavy* labour, *with* and *without* exposure, after the plan adopted by Mr. Finlaison in the preparation of the English Tables.

The results of this classification are as follows, namely,—that out of the total of 2,047 members, 707, or 34.53 per cent., are engaged in light labour without exposure; and 143, or 6.98 per cent., in light labour with exposure.

233, or 11.38 per cent., are engaged in heavy labour without exposure; and 964, or 47.09 per cent., in heavy labour with exposure.

Or putting the results in another way:—Those classes of labour *not subject to exposure to the weather* contribute 940 members, or 45.92 per cent. to the Societies, whilst those *subject to exposure* contribute 1,107 or 54.07 per cent.

Of the mortality in proportion to members.

9. The mortality of our Societies seems to be small compared with that which the returns I have quoted shew it to be in the Societies of the Mother Country.

It appears that out of 707 persons engaged in light labour *without exposure*, 30, or 4.24 per cent., died during the five years; and that out of 143 persons engaged in light labour *with exposure*, only 2, or 1.40 per cent., died.

It further appears that out of 233 persons engaged in heavy labour *without exposure*, 8, or 3.43 per cent., died; and that out of 964 persons engaged in heavy labour *with exposure*, 34, or 3.52 per cent., died during the five years.

Or putting it in another way:—Out of 940 persons engaged in labour *without exposure*, 38, or 4.04 per cent., died; and out of 1,107 persons engaged in labour *with exposure*, 36, or 3.25 per cent., died.

Of sickness in proportion to members.

10. Turning to the question of sickness, shewn in the third column of the Table, it appears that out of 707 persons liable to sickness, who were engaged in light labour *without exposure*, 138, or 19.51 per cent., were sick and got relief in the five years; and that out of 143 persons engaged in light labour *with exposure*, 17, or 11.88 per cent., were sick and had relief. It further appears that out of 233 persons liable to sickness, engaged in heavy labour *without exposure*, 37, or 15.87 per cent., were sick and had relief; and that out of 964 persons engaged in heavy labour *with exposure*, 218, or 22.61 per cent., were sick and received relief. Or putting it in another point of view:—It seems that out of 940 persons engaged in labour *without exposure*, 175, or 18.61 per cent., were sick and received relief from the Societies; and that out of 1,107 persons engaged in labour *with exposure*, 235, or 21.22 per cent., were sick and experienced relief during the quinquennial period.

FRIENDLY SOCIETIES.

3

11. There are two very essential things to be determined, in order to turn the facts before us to the most useful account; namely, the quantum of sickness to which the members of Friendly Societies are liable at each age, and the law of mortality to which they are subject. Let us turn to Table B in the Appendix, which exhibits in quinquennial periods the ages at which deaths occurred, and we shall find that there died at the ages specified as follows, viz. :—

Essentials to be determined by the returns.

AGES.	LIGHT LABOUR.		HEAVY LABOUR.		TOTALS.
	Without exposure.	With exposure.	Without exposure.	With exposure.	
25 to 30	2	..	1	3	6
30 " 35	3	..	4	5	12
35 " 40	6	..	1	5	12
40 " 45	7	..	2	4	13
45 " 50	9	..	..	2	11
50 " 55	1	1	..	3	6
55 " 60 .....	..	..	..	2	2
Over 60 .....	..	..	..	5	5
Unspecified	2	1	..	5	8
	30	2	8	34	74

Upon so slender data it would perhaps be unsafe to attempt to deduce the law of mortality; indeed much greater research than I have the means or leisure to institute would be necessary to frame such a law as would be useful as a guide to the members of Friendly Societies.

The assistance of a professional actuary might advantageously be engaged to prosecute further inquiry. The duty of the Government Statist is fulfilled in presenting the facts; it is for the Societies to take steps to turn those facts to the greatest use.

12. It is obvious that the contributors to Friendly Societies are placed in very different degrees of command over those requisites which prolong or shorten life; of these requisites, food, air, and clothing, are supposed to form the chief ingredients.

Contributions to Friendly Societies placed in different degrees of command over health.

The nature of the man's occupation, the density of aggregation, and the temperature and quality of the atmosphere are very important agencies affecting the health and vigour of the working classes, and influencing in a very material degree the quantum of sickness to which they will be subject.

13. The frequency of attack and duration of illness are important elements for consideration, as it is the combination of these two things that produces the whole amount of sickness with which an association may be affected within a given space of time.

Frequency and duration of illness important elements for consideration.

This is also a matter which it behoves the members of Friendly Societies to inquire into. Let us see what light the returns throw upon the subject :—

14. Table C, in the Appendix, shews the total instances of sickness in each Society in each year of the five, and the weeks and days during which relief was administered from the funds.

Of the extent and duration of sickness in the Societies.

I shall draw no comparison between the respective Societies, but shall confine myself to an exposition of the total results.

In the five years, out of the number of 2,047 persons liable to sickness, the returns exhibit 663 cases of sickness, extending over the period of 3,590 weeks (less one day.)

The cases of sickness are in the proportion of 32.39 per cent. of the persons liable, and the period of sickness to the number of cases of sickness averaged five weeks and three days.

The Returns, with one exception, do not shew the sums paid for relief.

The ages at which sickness occurred amongst the members of the different Societies have been classified and tabulated, with the following results, namely :—

AGES.	LIGHT LABOUR.		HEAVY LABOUR.		TOTALS.
	Without exposure.	With exposure.	Without exposure.	With exposure.	
15 to 20	10	....	2	....	12
20 " 25	26	3	3	15	47
25 " 30	23	1	2	54	80
30 " 35	35	2	10	43	90
35 " 40	14	2	6	20	42
40 " 45	18	3	7	29	57
45 " 50	8	4	3	8	23
50 " 55	3	1	....	7	11
55 " 60	1	1	3	6	11
Over 60 .....	....	....	1	2	3
Unspecified .....	....	....	....	34	34
	138	17	37	218	410

15. The last Table, D, in the Appendix, has reference to one Society alone, namely, The St. Patrick's Total Abstinence Benefit Society.

Of the St. Patrick's Total Abstinence Benefit Society.

The

The officers of this Society having taken pains to furnish full details of its practical working, I am enabled to present a statement of the average expense falling upon each member of the Society, on account of sickness, in each of the five years; it was as follows, viz. :—

	Number of Members.	Average of sickness to each Member.		Average expense to each Member.		
		Days.		£	s.	d.
1856	59	5.1		0	14	10½
1857	55	3.3		0	9	4½
1858	46	6.4		0	17	11½
1859	45	8.9		1	5	7½
1860	43	4.7		0	13	6

16. I do not, on the present occasion, deem it necessary to pursue this investigation at greater length; my object in doing what I have done is to invite attention to the practical working of the Societies already established amongst us, and to the great advantages which Benefit Institutions, when properly conducted, are calculated to confer on society.

Were institutions of this self-reliant and provident nature more widely established, we should see and hear less of the misery and destitution which haunt our daily walk through the streets, and make so large a demand upon the alms of the benevolent.

As to the effect of physical exertions upon the health of members.

17. A closer investigation of the subject than I have the means of following out, would probably reveal the fact which has been abundantly established in the Mother Country, that the greatest demands upon the funds of Friendly Societies are consequent rather upon the expenditure of physical exertion than upon the other agencies which are supposed to influence sickness amongst the members of these Associations.

A careful study of the returns in England and Wales has shewn that the quantum of sickness annually falling to the lot of man is in direct proportion to the demands on his muscular power; and there can be no reason for supposing that the prodigal waste of corporeal energy is less likely to be followed by enervation and decrepitude of the bodily frame in New South Wales, where the climate adds its exhausting effects, than is found to be the case in the Mother Country.

Remarks on financial management.

18. I would wish to say a few words, in conclusion, upon the management and social advantages of these institutions; and first, as to their financial condition:—As I have elsewhere said, the Returns do not enable me to examine the soundness of the basis on which the contributions of the members are based, and I would earnestly impress upon the minds of members the necessity of thoroughly investigating this essential element to ultimate success. Owing to erroneous calculations, many Societies at Home have been wound up; some through extravagance, others through fraud practised by those in whom the members reposed confidence. These sources of failure should be carefully guarded against, and in order to induce greater attention to these matters, it might be well that there should be required of the officers of these Societies, an annual statement of the funds, receipts, and disbursements, to be rendered to some officer appointed for the purpose.

Social advantages of Friendly Societies.

19. Social intercourse almost invariably enlarges human sympathies; and one of the chief recommendations of Friendly Societies to the favour and encouragement of the philanthropic mind is, that they are a spontaneous development of that germ of all social union—man's innate sense of the insufficiency of isolated individual effort to secure happiness and prosperity.

Another most important consideration connected with these Societies, and one which should commend them to the sympathy and protection of the State, is the provident and self-dependent spirit they are apt to infuse into the minds and habits of the working classes.

If these self-governed Societies presented no more valuable contribution to the cause of social progress than the practical education of their members in habits of self-dependence, and in the constant exercise of the duties and functions appertaining to the management of their affairs, they would deserve the support of every true friend of the people.

Facts and figures essential to proper knowledge of the condition and progress of Friendly Societies.

20. In order to insure an extension of the social blessings to New South Wales, which have attended the development of these and similar institutions in the Mother Country, it is necessary that we should enlist into the service of philanthropy the powerful aid of facts and figures. Benevolence and charity cannot be too much encouraged; but to provide against future discomfiture, facts must be admitted to have their due weight, and *natural laws* must be allowed to govern. The sooner, therefore, these are calmly investigated and understood amongst the members and all well-wishers of these Societies, the better for their own immediate interests and for the general good.

It has been with the view of throwing some little light upon the subject, and of assisting in awakening attention to the valuable agencies of these interesting institutions, that I have taken upon myself the task, the results of which I have now the honor to lay before you.

I have, &c.,

CHRIS. ROLLESTON,

Registrar General.

APPENDIX.

A.

TABLE designed to shew the relative effects of Light and Heavy Labour (with and without exposure to weather) on Life, deduced from the Quinquennial Returns of the Friendly Societies of New South Wales. 1856 to 1860.

280-B

LIGHT LABOUR.						HEAVY LABOUR.					
WITHOUT EXPOSURE.			WITH EXPOSURE.			WITHOUT EXPOSURE.			WITH EXPOSURE.		
Number of persons liable to mortality or sickness.	Mortality during 5 years.	Number of persons sick during 5 years.	Number of persons liable to mortality or sickness.	Mortality during 5 years.	Number of persons sick during 5 years.	Number of persons liable to mortality or sickness.	Mortality during 5 years.	Number of persons sick during 5 years.	Number of persons liable to mortality or sickness.	Mortality during 5 years.	Number of persons sick during 5 years.
707	30 4.24	138 19.51	143	2 1.40	17 11.88	233	8 3.43	37 15.81	964	34 3.52	218 22.61

B.

MORTALITY.

Light labour without exposure, classified according to age.													Light labour with exposure, classified according to age.													Heavy labour without exposure, classified according to age.													Heavy labour with exposure, classified according to age.												
YEAR.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.	60 to 65.	TOTAL.	YEAR.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.	TOTAL.	YEAR.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.	TOTAL.	YEAR.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.	TOTAL.			
1856					1	1	2					4	1856												1	1856					1							1	1856					1	2						2
1857					1	1	3					6	1857												1	1857					1	1					1	1857					1	1						1	
1858				1	1	2	1	1				6	1858												1	1858					1	1					1	1858					1	1						1	
1859				1	2	1	2	1	1			6	1859												1	1859					1	1					1	1859					1	1						1	
1860				1	2	1	2	2				9	1860												1	1860					1	3					1	1860					1	3	1	2				1	
				2	3	6	7	9	1			23												1						1	4	1	2				8						8	5	6	4	2	3	3	1	

FRIENDLY SOCIETIES.

C.
SICKNESS.

NAME OF SOCIETY.	No. of Members returned.	TOTAL CASES OF SICKNESS IN EACH YEAR.															TOTAL IN 5 YEARS.		
		In 1856.			In 1857.			In 1858.			In 1859.			In 1860.			Cases.	Sickness.	
		Cases.	Weeks.	Days.	Cases.	Weeks.	Days.	Cases.	Weeks.	Days.	Cases.	Weeks.	Days.	Cases.	Weeks.	Days.		Weeks.	Days.
Ancient Order of Foresters	830	37	224	6	40	168	6	44	164	3	39	372	4	56	191	5	216	1,112	3
Grand United Order of Oddfellows	989	48	330	4	59	331	3	72	395	6	71	453	1	94	459	2	344	1,970	2
United Shipwrights	34	4	43	3	4	13	..	4	7	..	4	35	..	6	21	..	22	119	3
St. Patrick's Total Abstinence Society	64	7	43	6	9	26	..	7	44	1	13	57	5	8	29	..	44	200	5
Australian Mutual Benefit Society ..	130	6	38	6	7	43	3	11	65	3	4	11	3	9	22	6	37	187	...
TOTALS	2,047	102	681	4	119	577	5	133	676	6	131	929	6	173	723	6	663	3,589	6

D.

TABLE showing the Annual Average amount of Sickness, and its Average Expense, amongst the Members of the St. Patrick's Total Abstinence Benefit Society.

NAME OF SOCIETY.	1856.			1857.			1858.			1859.			1860.							
	No. of Members.	Average amount of Sickness.		No. of Members.	Average amount of Sickness.		No. of Members.	Average amount of Sickness.		No. of Members.	Average amount of Sickness.		No. of Members.	Average amount of Sickness.						
		Days.	10ths.		£ s. d.	Days.		10ths.	£ s. d.		Days.	10ths.		£ s. d.	Days.	10ths.	£ s. d.			
The St. Patrick's Total Abstinence Benefit Society	59	5	.1	0 14 104	55	3	.3	0 9 4½	48	6	.4	0 17 11½	45	8	.9	1 5 7½	48	4	.7	0 13 6

[Price, 2d.]

Sydney: Thomas Richards, Government Printer.—1852

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

DISTRIBUTION OF RELIEF TO SUFFERERS BY LAST FLOOD AT WINDSOR.

REPORT FROM THE SELECT COMMITTEE

ON

DISTRIBUTION OF RELIEF TO SUFFERERS
BY LAST FLOOD AT WINDSOR;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
20 *January*, 1862.

SYDNEY :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1862.

1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF
THE LEGISLATIVE ASSEMBLY.

VOTES No. 9. TUESDAY, 17 SEPTEMBER, 1861.

16. Distribution of Relief to Sufferers by last Flood at Windsor:—Mr. Driver moved, pursuant to notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into and report to this House upon the distribution and relief to sufferers by the Flood at Windsor, as shewn in the Return from the Windsor Bench of Magistrates, ordered by the House to be printed on the 27th March last.
- (2.) That such Committee consist of Mr. Cowper, Mr. Hay, Mr. Forster, Mr. Walker, Mr. Cunneen, Mr. Leary, Mr. T. Garrett, Mr. Stewart, and the Mover.
- Debate ensued.
- Question put and passed.

VOTES No. 81. MONDAY, 20 JANUARY, 1862.

6. Distribution of Relief to Sufferers by last Flood at Windsor:—Mr. Driver, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose inquiry and report this subject was referred on the 17th September last, together with Appendix.
- Ordered to be printed.

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1861-2.

**DISTRIBUTION OF RELIEF TO SUFFERERS BY LAST FLOOD
AT WINDSOR.**

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 17th September last, “*to inquire into and report to this House upon the distribution of relief to Sufferers by the Flood at Windsor, as shewn in the Return from the Windsor Bench of Magistrates, ordered by the House to be printed on the 27th March last,*” “*with power to send for persons and papers,*” have agreed to the following Report :—

In the course of the inquiry entrusted to them, your Committee have examined a number of witnesses resident in the District, who have afforded to your Committee much useful information. It appears to your Committee that relief has, in many cases, been most improperly distributed. Parties have been relieved who were not at the time destitute, and others whose distress had no connection with the Floods.

RD. DRIVER,
Chairman.

*Legislative Assembly Chamber,
Sydney, 4 December, 1861.*

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 20 SEPTEMBER, 1861.

MEMBERS PRESENT:—

Mr. Driver,	|	Mr. T. Garrett,
Mr. Forster,	|	Mr. Leary.

R. Driver, Esq., called to the Chair.

Votes, No. 9, (17th instant, Entry 16), appointing the Committee, upon the Table.
Printed copies of the Return relative to the Relief granted during the last Flood at Windsor, before the Committee.

Committee deliberated.

Ordered, That Messrs. Ascough and Day, Magistrates at Windsor, be informed of the Sitting of the Committee.

[Adjourned to Wednesday, 25th instant, at Eleven o'clock.]

WEDNESDAY, 25 SEPTEMBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Cowper,	|	Mr. T. Garrett,
Mr. Cunneen,	|	Mr. Leary,
Mr. Forster,	|	Mr. Stewart,

Mr. Walker.

Committee deliberated.

Ordered, That a letter be transmitted to the Magistrates of the Bench at Windsor, collectively, informing them of the sitting of the Committee.

Present:—J. Ascough, Esq., J.P., of Windsor;
H. Day, Esq., M.D., J.P., of Windsor;
Mr. J. M'Quade.

Mr. John M'Quade called in and examined.

Question arising as to the witness reading a paper in evidence,—

Strangers ordered to withdraw.

Committee deliberated.

Motion made (*Mr. Stewart*), and Question,—That the document offered by witness be handed in to the Committee, with a view to determine its reception in evidence, or otherwise,—*agreed to*.

Parties called in, statement received from witness, and read.

Ordered, That the statement be not received as evidence, but remain upon the table.

Examination concluded.

Remaining witness, Mr. Cope, called in.

On motion of Mr. Stewart,—

[Adjourned till To-morrow, 26th instant, at Ten o'clock.]

THURSDAY, 26 SEPTEMBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Cowper,	|	Mr. T. Garrett,
Mr. Cunneen,	|	Mr. Stewart,
Mr. Forster,	|	Mr. Walker.

Present:—J. Ascough, Esq., J.P., of Windsor;
H. Day, Esq., J.P., of Windsor;
Mr. J. Cope.

Mr. Joseph Cope examined.

Henry Day, Esq., M.D., J.P., examined.

Several documents handed in, certain whereof appended to the Evidence (*Vide List of Appendix*).

The

The Chairman having occasion to leave the Chair,—

W. Forster, Esq., called thereto.

Examination concluded.

The Honorable Charles Cowper, Esq., M.P., *Colonial Secretary*, a Member of the Committee, handed in the Correspondence with the Bench of Magistrates at Windsor (*Vide Separate Appendix*).

[Adjourned to Monday, 2nd October, at *Eleven o'clock*.]

WEDNESDAY, 2 OCTOBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Cunneen, | Mr. Forster,

Mr. Stewart.

Present:—J. Ascough, Esq., J.P., of Windsor.

Mr. John Frederick Jones called in and examined.

Witness submitted a verbal application for the reimbursement of his expenses in attending Committee.

To be subsequently considered.

Mr. John Armstrong Dawson called in and examined.

Witness submitted a verbal application for payment of his expenses in attending the sittings of the Committee.

To be subsequently considered.

Committee deliberated.

[Adjourned to Wednesday, 9th instant, at *Eleven o'clock*.]

WEDNESDAY, 9 OCTOBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Cunneen, | Mr. Forster,

Mr. Stewart.

Mr. Henry Moses called in and examined.

[Adjourned to Tuesday, 15th instant, at *Eleven o'clock*.]

TUESDAY, 15 OCTOBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Cunneen, | Mr. Leary,

Mr. Forster, | Mr. Walker.

Present:—J. Ascough, Esq., J.P., of Windsor.

H. Day, Esq., M.D., J.P., of Windsor.

Mr. J. B. Laverack called in and examined.

Witness applied for his expenses in attending the Committee.

Mr. Robert Dick, Postmaster, Windsor, called in and examined.

Witness applied for his expenses in attending the Committee.

Mr. David Cockerell called in and examined.

[Adjourned till To-morrow, 16th instant, at *Eleven o'clock*.]

WEDNESDAY, 16 OCTOBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Forster, | Mr. Walker.

Present:—J. Ascough, Esq., J.P., of Windsor.

H. Day, Esq., M.D., J.P., of Windsor.

Henry Day, Esq., M.D., J.P., further examined.

Mr. Thomas Marsden called in and examined.

James Ascough, Esq., J.P., examined.

[Adjourned to Wednesday, 23rd instant, at *Eleven o'clock*.]

WEDNESDAY, 23 OCTOBER, 1861.

MEMBERS PRESENT :—

R. Driver, Esq., in the Chair.

Mr. Cunneen,	|	Mr. T. Garrett,
Mr. Forster,	|	Mr. Leary,
	Mr. Walker.	

Committee deliberated.

[Adjourned to Wednesday, 30th instant, at *Eleven* o'clock.]

WEDNESDAY, 30 OCTOBER, 1861.

MEMBERS PRESENT :—

R. Driver, Esq., in the Chair.

Mr. Forster,	|	Mr. Walker,
	Mr. Leary.	

Mr. R. W. Cobcroft called in and examined.

Mr. D. Cobcroft called in and further examined.

Witness submitted a verbal application for payment of his expenses in attending the Committee.

To be subsequently considered.

William Walker, Esq., M.P., a Member of the Committee, examined in his place.

[Adjourned to Wednesday, 6 November, at *Eleven* o'clock.]

WEDNESDAY, 6 NOVEMBER, 1861.

MEMBERS PRESENT :—

Mr. Forster,	|	Mr. Walker,
	Mr. Leary.	

In the absence of the Chairman, Mr. Leary called to the Chair.

And Mr. Leary having stated that it was the wish of the Chairman that the Committee should be further adjourned,—

Ordered, That, during the interval of adjournment, printed copies of Evidence be distributed to the several Members of the Committee.

[Adjourned to Wednesday next, at *Eleven* o'clock.]

WEDNESDAY, 13 NOVEMBER, 1861.

MEMBERS PRESENT :—

Mr. Forster,	|	Mr. Walker,
Mr. Cunneen,	|	Mr. Leary.

In the absence of the Chairman, Mr. Leary called to the Chair.

Printed copies of complete Evidence not having been yet supplied,—

Committee adjourned (on motion of Mr. Forster) to Wednesday next, at *Eleven* o'clock.

WEDNESDAY, 20 NOVEMBER, 1861.

MEMBERS PRESENT :—

Mr. Forster,	|	Mr. Cunneen,
Mr. Leary,	|	Mr. Walker,
	Mr. T. Garrett.	

In the absence of the Chairman, Mr. Forster called to the Chair.

Committee deliberated upon the Evidence taken during this inquiry.

And the Chairman not having yet submitted a Draft Report to the Committee,—

Motion made (*Mr. Leary*) and Question proposed,—That this Committee do now adjourn to this day "week."

Amendment proposed (*Mr. Walker*), to omit the word "week," with a view to the insertion in its place of the words "six months."

Question put,—That the word proposed to be omitted stand part of the Question.

Committee divided.

Ayes, 2.

Noes, 2.

Mr. Leary,	|	Mr. Walker,
Mr. T. Garrett.	|	Mr. Cunneen.

Mr. Walker,
Mr. Cunneen.

The Chairman gave his casting vote with the Ayes.

Amendment negatived.

Original

Original Question then put.
Committee divided.

Ayes, 2.		Noes, 2.
Mr. Leary, Mr. T. Garrett.	|	Mr. Walker, Mr. Cunneen.

The Chairman gave his casting vote with the Ayes.
Original Question agreed to.

[Committee adjourned accordingly to Wednesday next, at *Eleven o'clock*.]

WEDNESDAY, 27 NOVEMBER, 1861.

MEMBERS PRESENT :—

R. Driver, Esq., in the Chair.

Mr. Forster, Mr. Leary,		Mr. Cunneen, Mr. Walker,
Mr. T. Garrett.		

Chairman laid before the Committee a Draft Report.

Draft of Report read, viz. :—

1. In the course of the inquiry entrusted to them, your Committee have examined a number of witnesses resident in the District, who have afforded to your Committee some useful information. It appears to your Committee that "a very large amount of" relief has in many cases been most improperly distributed. Parties have been relieved who were not at the time destitute, and others whose distress had no connection with the Floods.
2. The misappropriation has been owing to some degree of negligence, and to a still greater degree of fraud practised by the parties relieved and recommending relief, and has been further extenuated by the difficulties in which the Magistrates found themselves, which however might, in the opinion of your Committee, have been avoided, had ordinary care been exercised.
3. It seems difficult to avoid the conclusion that very little real good is done by the distribution of public funds for such charitable purposes as were contemplated in the case before your Committee, and therefore, though perhaps it would be rash to refuse such relief in all cases in future, your Committee beg to recommend that the utmost caution be exercised in acceding to any such demands in time to come.

Committee deliberated.

Resolved :—That the Draft Report be considered paragraph by paragraph, with a view to its being printed in amended shape, and circulated amongst the Members of the Committee before their next meeting.

Paragraph 1 read, and verbally amended.

Motion made (*Mr. Leary*) and Question proposed,—That the words "a very large amount of" be struck out.

Committee deliberated.

Question put.

Committee divided.

Ayes, 3.		Noes, 2.
Mr. Forster, Mr. Leary, Mr. T. Garrett.	|	Mr. Walker, Mr. Cunneen.

Words struck out accordingly.

Motion then made, and Question,—That this paragraph, as amended, stand part of the Draft Report of the Committee,—*agreed to*.

Paragraph 2 read.

Motion made, and Question,—That this paragraph stand part of the Draft Report,—*put and negatived*.

Paragraph struck out accordingly.

The following paragraph proposed instead thereof (*Mr. Forster*):—"Your Committee feel bound to record their conviction that no grounds whatever exist for any imputation upon the good faith of the Magistrates by whom the difficult task of distribution was undertaken and gratuitously performed, and that whatever errors may have been committed are greatly extenuated by the circumstances in which they were placed."

Question,—That this paragraph be inserted in the Draft Report,—*put and negatived*.

The following new paragraph proposed (*Mr. Leary*):—"Your Committee are of opinion, from the evidence adduced before them, that many of the recommendations for relief were improperly given; and your Committee are also of opinion that, whilst the Magistrates have not acted in many of these cases with discrimination, they nevertheless believe that they acted with the best intentions to distribute the relief in the most judicious manner."

Question

Question put,—That this paragraph be inserted in the Draft Report.
Committee divided.

Ayes, 3.

Noes, 2.

Mr. Leary,
Mr. Walker,
Mr. Cunneen.

Mr. Forster,
Mr. T. Garrett.

New paragraph inserted accordingly.

Paragraph 3 read.

Committee deliberated.

Motion made (*Mr. Walker*) and Question proposed,—That the words, "It seems difficult to avoid the conclusion that very little real good is done by the distribution of public funds for such charitable purposes as were contemplated in the case before your Committee," be struck out.

Question put,—That these words be struck out.

Committee divided.

Ayes, 2.

Noes, 3.

Mr. Walker,
Mr. Cunneen.

Mr. Forster,
Mr. T. Garrett,
Mr. Leary.

Motion made and Question,—That this paragraph stand part of the Draft Report,—*agreed to.*

Committee deliberated.

Ordered, That the Draft Report, *as amended,* be printed without delay, and a copy thereof transmitted to each of the Members of the Committee, for his perusal.

[Adjourned to Wednesday next, at *Eleven o'clock.*]

WEDNESDAY, 4 DECEMBER, 1861.

MEMBERS PRESENT:—

R. Driver, Esq., in the Chair.

Mr. Leary,

Mr. Walker.

Mr. Cunneen,

Committee met further to consider Draft Report—paragraph by paragraph.
Printed copies of the same as amended, before the Committee.

Paragraph 1 read.

"In the course of the inquiry entrusted to them, your Committee have examined a number of witnesses resident in the District, who have afforded to your Committee much useful information. It appears to your Committee that relief has, in "many" cases, been most improperly distributed. Parties have been relieved who were not at the time destitute, and others whose distress had no connection with the Floods."

Motion made (*Mr. Walker*), and Question proposed,—That the word "many" be omitted, with a view to the insertion in its stead of the word "some."

Committee deliberated.

Question put.

Committee divided.

Ayes, 2.

Noes, 2.

Mr. Walker,
Mr. Cunneen.

Mr. T. Garrett,
Mr. Leary.

The Chairman gave his casting vote with the Noes.

Question negatived, and paragraph, as read, agreed to.

Paragraph 2 read.

Motion made (*Mr. T. Garrett*), and Question proposed,—That paragraph 2 be struck out.

Committee deliberated.

Question put.

Committee divided.

Ayes, 2.

Noes, 2.

Mr. T. Garrett,
Mr. Leary.

Mr. Walker,
Mr. Cunneen.

The Chairman gave his casting vote with the Ayes.

Paragraph struck out accordingly.

Paragraph 3 read.

Motion made (*Mr. T. Garrett*), and Question proposed,—That paragraph 3 be struck out.

Committee deliberated.

Question put and agreed to.

Motion then made (*Mr. Walker*), and Question proposed,—That the words "Your Committee at the same time are of opinion that the distributors of relief, acting upon recommendations, were not actuated by any improper motives in the distribution of such relief," be added to the Report.

Committee deliberated.

Question put.

Committee

Committee divided.

Ayes, 2.
Mr. Walker,
Mr. Cunneen.

Noes, 2.
Mr. T. Garrett,
Mr. Leary.

The Chairman gave his casting vote with the Noes.
Question negatived.

Motion made, and Question,—That this Report, as amended, be the Report of the Committee,—put.

Committee divided.

Ayes, 2.
Mr. T. Garrett,
Mr. Leary.

Noes, 2.
Mr. Walker,
Mr. Cunneen.

The Chairman gave his casting vote with the Ayes.
Report accordingly agreed to.
Chairman to report to the House.

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SEPARATE APPENDIX.

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1861.

Legislative Assembly.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

DISTRIBUTION OF RELIEF TO SUFFERERS
BY LAST FLOOD AT WINDSOR.

WEDNESDAY, 25 SEPTEMBER, 1861.

Present:—

MR. COWPER, MR. CUNNEEN, MR. DRIVER, MR. FORSTER,		MR. T. GARRETT, MR. LEARY, MR. STEWART, MR. WALKER.
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R. DRIVER, ESQ., IN THE CHAIR.

Mr. John Michael M'Quade called in and examined:—

1. *By the Chairman:* You are a resident of Windsor? I am.
2. And have resided there some years? I have.
3. Do you recollect the distribution of relief to the sufferers by the flood at Windsor? I do, very well.
4. Has your attention been directed to the Return from the Bench of Magistrates of that District? It has.
5. Have you looked over the list carefully? I have.
6. Can you state from your own knowledge how the relief referred to in that Return was distributed? I find there are a number of persons who, according to the instructions of the Colonial Secretary to the Bench of Magistrates—some electors and others resident in the town of Windsor,—received relief who were not entitled to it, nor in need of the same.
7. Can you state why they were not entitled to this relief? They were in constant employment, and the flood never affected them. They were living in the town of Windsor, always away from the reach of any flood.
8. Can you give the Committee the names of any of these persons? I can. First of all, Mrs. Richard Arnold—the Return gives the names of several females, the wives of those who received relief. Mrs. Richard Arnold was recommended by J. F. Jones, one of the persons supplying tea and sugar. The husband of this person was, I believe, in the employ of Mr. Joseph Cope, of Windsor, at this time, and receiving good wages. If the Magistrates will explain who the Mrs. Byrnes here mentioned is meant for—whether it is meant for Mrs. William Byrnes—
9. Do you know any Mrs. Byrnes in the district? I know three; two reside in the town of Windsor.

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M'Quade.

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10. And the third? Is the wife of a freeholder in the town of Windsor, and one of the electors in the Hawkesbury. In fact, if it is the third, he could get credit anywhere.
11. Do you notice any other names? I do; I just wish to mention that this Mrs. Byrnes is recommended by Isaac Hopkins; he is working in his father's mill, who was one of the persons who supplied the flour, and I believe, he himself delivered the flour. I know he is working in his father's mill.
12. Is William Hopkins any relation of his? That is a brother; Isaac Hopkins is a son of the person who supplied the flour. I wish to call the attention of the Committee to the fact, that Edward Breeze is mentioned twice as having received this allowance.
13. *By Mr. Garrett*: What is Edward Breeze? I believe he is a farmer; he is a carrier; he has a wife, but no children.
14. *By Mr. Leary*: Was his farm subject to flood? I believe so, but he received this allowance twice. The next is Thomas Burgess; he is put down as a gardener, recommended by John A. Walker, brother of one of the candidates. This person, from all the information I could gather, lived at M'Grath's Hill, away out of the floods. He was a cakeman; in fact, he was no gardener; he used to sell cakes, oranges, and so forth.
15. *By the Chairman*: Did he lose anything by the floods? I believe not.
16. Have you any others? Yes; Lucy Carroll is mentioned twice; on one occasion as having received 200 lbs. of flour, and on another, 300 lbs.; that is, 500 lbs. That woman was living in the town of Windsor, always away from the reach of the floods; and from what I have heard, she was washerwoman to the family of Mr. Henry Day, one of the Magistrates.
17. *By Mr. Garrett*: Who is Mr. Edward Enhall, the gentleman who recommended Lucy Carroll in the first instance? I know nothing of the man.
18. Who is the party recommending the second time? No person recommended her.
19. *By the Chairman*: Do you see the name of John Cavanaugh on that list? I do.
20. What was he? A person living on M'Grath's Hill; he is a wood carter.
21. That person does not appear to have been recommended; are you aware whether he lost anything? I am not aware; I know he had some ground, and a small portion might have been flooded, but as far as I remember he had nothing in it; it is at the bottom of M'Grath's Hill; the same ground is cropped now, but it was not upon that occasion. The next case is that of Mrs. Connor, of Cornwallis; I believe that woman received relief three times.
22. Do you know anything of that case? The woman deserved relief; but I only state that there was no care taken in the distribution of relief. The next is Patrick Dillon; he is recommended by as respectable a person as any in the district—an old gentleman, Mr. Thomas Tebbutt; but it is well known to the Honorable Member for Windsor that this man, for a long time previous, received every fortnight, relief from the poor-house.
23. That was well known to the residents of the district? It was, and Dr. Day, as the surgeon to the hospital there, ought to have known it, and I made enquiries yesterday about that matter. A Mrs. Dunn is mentioned thrice, as having received 350, 200, and 300 lbs. of flour; I wish to know if, in each case, that is the same individual? *
24. This Isaac Hopkins, who recommends her is the miller's son? Yes.
25. She appears to have been relieved twice without any recommendation? If it is the same person; but from the way in which this Return is made out I cannot find out; this could have been ascertained if the Christian names had been given. The next is Mrs. Enright, recommended by no person, 200 lbs. flour; she lives in Windsor, away from the reach of any flood, and never had any cultivation; she keeps a shop. I now come to one who was relieved on my recommendation—Joseph Elliott. In the Return he is stated to be a farmer, but he is nothing of the kind; he never was a farmer; he is a brickmaker, and lost £60 worth of bricks to my knowledge; he was in actual want. Henry Featherstone was a voter, and received 250 lbs. flour; that man is a blacksmith, and was working at his trade at the time; he is as well known to the Magistrates as I am.
26. *By Mr. Garrett*: Who is the person recommending him? As respectable a person as any in Windsor—Mr. Thomas Primrose. The next I consider a glaring case, Michael Flood, recommended by his wife's father, who was, as was well known—a canvasser for Mr. Walker.
27. *By the Chairman*: Was Michael Flood well known? Both by Mr. Ascough and Dr. Day.
28. Personally known? Personally known, and so is Mr. George Seymour; and the fact of Mr. Seymour being Flood's wife's father was well known to Dr. Day and Mr. Ascough.
29. Did this Flood lose anything by the flood? No.
30. What is he? A shoemaker; a good workman; I know where he is living this year.
31. *By Mr. Leary*: Where was he living at this time? In Windsor, away from the reach of the flood.
32. *By the Chairman*: Had he been there any time? Yes.
33. Working at his trade of bootmaking? Yes, of late; at one time he was agent for Mr. John Ridge, butcher.
34. You know that at the time he was not in actual want? Not on account of the flood; he was not entitled to this relief on account of the flood.
35. *By Mr. Garrett*: Patrick Flood, is he a relative? Yes. Patrick Flood has I believe—and I think the Magistrates will acknowledge it—some right to property in Windsor, but I believe he lost something.
36. *By the Chairman*: You say Michael Flood was very well known to the Bench of Magistrates at Windsor? Yes, very well known.

37. Is this Flood a person of any influence in Windsor? Among a certain class of electors he has very great influence. Mr. J. M. M'Quade.
38. Does he take any part in elections? Yes, a very active part, and he did so on the last election. 25 Sept., 1861.
39. About what time did that election take place? The elections were about to take place within a fortnight or so. The elections were over the day before Christmas, and this relief was being distributed in December.
40. Do you find any other names to which you object? Yes; Thomas Forrester, farmer, if that is the man. I do not know any Thomas Forrester, a farmer, but there is a cake man of that name, a ginger beer brewer.
41. There is a Robert Forrester—you have not mistaken the names? I believe there is a Robert Forrester, but I am speaking of Thomas Forrester; I have made all enquiries, and he never had any cultivation. The next case is George Graham; this person is put down as a farmer, and he received 200 lbs. of flour; now he was a servant in the employ of Mr. John Ridge, and was living on his farm. Sometimes he goes by the name of George Lock. At the time of the flood he was in the employ of Mr. Ridge, and he had to leave Ridge's farm and come into Windsor, but he was in the employ of Mr. Ridge.
42. Did he suffer from the effects of the flood in any way? We all suffer by the floods, everybody in the district suffered in one way or other, in business or in some other way.
43. *By Mr. Leary*: Was this party entitled—I presume that was the object of the Chairman's question—to receive relief according to the instructions of the Colonial Secretary? He was not entitled according to the instructions.
44. You state that he did not lose anything by the flood himself? Not that I am aware of.
45. What do you mean when you say that everybody in the district lost by the flood? I mean in business or in some other way. I lost myself, and lots of people besides. The people had not so much money to lay out to make purchases, and that affected every person more or less.
46. *By the Chairman*: Are there any other names you wish to point out to the Committee? I wish to call the attention of the Committee to Mrs. Green; she is put down as having received 350 lbs. flour; she is living in the town of Windsor and is a washerwoman, well known to Dr. Day and Mr. Ascough.
47. Did she lose anything by the flood? Not that I am aware of. She is a washerwoman, never had any cultivation, and lives in Windsor.
48. Quite out of reach of the flood? Yes; the water certainly came into the back paddock of Mr. Cadell, but I am not aware that it came into her yard.
49. *By Mr. Leary*: What is the position of Mr. Primrose, the person recommending? He is a respectable person.
50. *By Mr. Walker*: He is no supporter of mine, is he? I cannot tell. I was sworn, and I cannot reveal anything that occurred in the ballot room, for I was a scrutineer.
51. *By the Chairman*: Have you any other names? Mrs. Hunt—I do not know who is meant; and if Mrs. Horan is meant for Mrs. John Horan, of Windsor, her husband was a very active canvasser for Mr. Walker. If Mrs. Hunt means Mrs. James Hunt, her husband had a vote for Windsor, and was out of reach of the flood. Mrs. Izzard, if that is Mrs. George Izzard, George Izzard had a vote. He received 350 lbs. flour on the recommendation of Mr. Stiles. I believe this next case of Mrs. Johnston is a glaring case, she having received 100 lbs. flour, 2 lbs. tea, and 8 lbs. sugar, upon no person's recommendation. Her husband—whether he is her husband or not I cannot say, but her reputed husband—was in the employment of Mr. Henry Moses, miller, and was receiving high wages at the time, and this was well known to Mr. Ascough. I presume she is the wife of Abraham Johnston.
52. Do you know any other person in the district of the same name? There are several persons in the district, but not in the town of Windsor. The next case is Joseph Jasper, an elector and voter, recommended by John Langford, a well-known canvasser and supporter of Mr. Walker, and a butcher in Windsor.
53. What is Jasper? He is a workman in the town; he works about in the town; drives a horse and cart.
54. He is not a farmer? He is not a farmer; he lives in the town of Windsor.
55. Was he thrown out of work by reason of these floods? Not that I am aware; his work is generally in the town of Windsor. Frederick King is put down for 200 lbs., recommended by Francis M'Donnell, who appears on Mr. Walker's requisition.
56. Do you know this Frederick King? I do; he is a labouring man in the town of Windsor, living away from the reach of the floods.
57. Did he lose nothing by the floods? Not that I am aware. The next case is Ann M'Guffin, washerwoman, living in Windsor. She came to me for a recommendation, and I refused to give her one. She then went to George Walker, (I believe the father of the Honorable Member for Windsor), who recommended her, and she got this relief. She was living at old Mr. M'Kellar's, away from the reach of the flood.
58. *By Mr. Walker*: She had no vote? No.
59. *By Mr. Garrett*: Had she any influence? I just state the fact; it is for the Committee to draw their own conclusions. John Mills, put down as a farmer, received 150 lbs. flour. I wish to mention that, from all the information I can gather, that this man was working upon the roads, and receiving £3 a week.
60. *By the Chairman*: At the time of the floods? Yes. William Priestly, put down as a farmer; he had no farm that I am aware of; he lived in the town of Windsor, and was on the Electoral Roll, and earned his living by driving a team.
61. He lost nothing by the flood? Not that I know of. Thomas Reedy, labourer, 200 lbs. flour; he is a labourer in the town of Windsor, and lost nothing by the floods. He is well known

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- known in the district. The next is Richard Ryall; he received 200 lbs. flour, and was recommended by Francis M'Donall.* This man was well known to both Magistrates, and was receiving £20 a year from Mr. Fitzgerald; he was supported by Mr. Fitzgerald, and had a house to live in, in the town of Windsor.
62. Did he carry on any business? None whatever.
63. *By Mr. Walker:* You have been informed of what you have stated? He told me himself, and he told me he had £20 in your Savings' Bank, and that you were cashier. He came to me for a recommendation, in fact, and I would not give it him. James Shopherd; he is a shingle-splitter, in the bush.
64. *By the Chairman:* Did he lose anything by the floods? Not that I am aware of. In my experience I never knew him to cultivate anything. John Shearing, the next person, certainly is a farmer, but he lives away on the top of M'Grath's Hill.
65. Is that beyond the reach of the floods? Yes; he is living on some land that Mr. Canneen owned.
66. *By Mr. Garrett:* Who recommended him? Richard Edwards.
67. Is he a neighbour of his? No, he lives in the town, and is a chemist and druggist. Morgan Sheehy is the next, a farmer; he received 300 lbs. flour on the recommendation of William Hopkins; he purchased a valuable freehold, and is living upon it.
68. Are you sure it is the same man? Yes.
69. *By the Chairman:* Did he lose anything by the floods? Yes, I believe so, but I do not know it.
70. *By Mr. Garrett:* Was this purchase made after or before the flood? Before the flood; a long time ago.
71. Was he a man well known in the district? Very well known. Catherine Slater, a washerwoman, living in the town of Windsor; she never had any cultivation. The next case is that of Henry Steever (in the Return, Henry Stephen). He appears on the list as having received 200 lbs. flour, 5 lbs. tea, and 20 lbs. sugar. Several weeks after the Return was ordered by Parliament, after the Colonial Secretary wrote to the Bench at Windsor, and on the very same day that the Returns from the Bench are dated he asked me to give him a recommendation. I do not know whether this is the proper time to make this statement. (*The witness produced a written document.*) I produce a statement signed by Steever, which I will read if the Committee wishes.
- (*Mr. Walker objected to the reading of the paper. Strangers were ordered to withdraw. Committee deliberated. The witness and parties were again called in.*)
72. *By the Chairman:* The Committee have decided that we cannot receive this letter as evidence. Have you had any conversation with Dr. Day with reference to Steever? I have.
73. Have you any objection to state what passed between Dr. Day and yourself? Dr. Day told me that he did go to Steever, and asked him to get some person to recommend him. This was after he received my letter.
74. You wrote to Dr. Day? I did, and Dr. Day acknowledged to have received this letter.
75. Can you state when you wrote to Dr. Day? On the 25th February, 1861; on the same night or afternoon I saw him.
76. Is the letter you hold in your hand a copy of the letter addressed to Dr. Day? Yes.
77. What was the effect of your letter? I wrote to tell him that this man Steever had called upon me to give him a recommendation for flour, tea, and sugar he had received at the flood time. That was on the 25th February, 1861. I think several weeks after the Returns were ordered by the Colonial Secretary, and on the same day as the Returns were sent from the Bench to the Colonial Secretary.
78. Had you any conversation with Dr. Day upon the subject of that letter? I had, last week I think, just afterwards; he said this man —
79. I thought I understood you to say, a few minutes since, that you saw Dr. Day the same evening? Yes, but I have had several conversations with Dr. Day since.
80. On the evening of that day had you a conversation with Dr. Day upon the subject of that letter? I had; I told the doctor what the man came and told me, and that I had taken it down in writing. I asked him if he had received my letter, and he said, "Yes."
81. You told Dr. Day you had taken the man's statement down in writing: what did he reply to that? He said, "Oh that man promised to get me a recommendation."
82. *By Mr. Garrett:* That was at the time he got the flour? Yes, "The man promised me to get me a recommendation when he was getting the flour."
83. *By the Chairman:* That was what Dr. Day told you? Yes, I may say that the man has told me different to that since, on last Saturday night.
84. Do you find any other names? Mrs. Teale, I may mention, is recommended by Charles Sommers, her father, and afterwards by Isaac Hopkins; she received relief twice; the first time 350 lbs. and the second 250 lbs.
85. Do you know anything of the circumstances of Mrs. Teale? Her husband has a freehold, and is living on a farm out of Windsor. The next case I shall refer to is that of three females of the name of Vaughan. They are three females living in Windsor—needlewomen—Sarah, Winifred, and Catherine; their brother appears on the Electoral Roll as Patrick Vaughan.
86. What is this Patrick Vaughan—do his sisters reside with him? No, he was at that time in the employment of Mr. George Cunningham, driving a team.
87. Were these ladies living together? Winifred and Catherine I believe are, but not Sarah.
88. *By Mr. Garrett:* By whom are they recommended? Sarah, by T. Paul.

* Revised:—A known supporter of Mr. Walker's.

89. Who is T. Paul? Timothy Paul, overseer of the Asylum; and Stephen Gow, who recommended Catherine, is a farmer out of Windsor, at South Creek. Mr. J. M. M'Quade.
90. Both respectable persons? Yes. I wish to refer to the case of George Wood, farmer, who received 300 lbs. flour, recommended by the Honorable Member for Windsor. He is 25 Sept., 1861. possessed of a large freehold at Cornwallis, and it is well known that this George Wood was in good circumstances.
91. *By the Chairman*: Is he a man well known in the district? Very well; he has been living in the district these years. James Whitechurch, a person living in the town of Windsor, recommended by William West, a tailor. I know this William West has not been very long in Windsor.
92. This Whitechurch, you say, lives in the town? Yes, he is a labouring man.
93. Did he lose any property? No, he never had any farm to lose by that I know of.
94. Are there any others? That is all I can make out. In the list there are ten "Bearers," but I cannot make them out.
95. Do you notice any one of the name of George Cupitt? Yes, George Cupitt, farmer, received £250 lbs. flour upon no person's recommendation. This person is well known in the district, and possesses a freehold in the town of Windsor, and on the Hawkesbury.
96. Does his name appear on the Electoral Roll for Windsor and the Hawkesbury? Yes.
97. And was very well known to the Magistrates? Yes, very well.
98. *By Mr. Walker*: Are you speaking of George Cupitt, the old man? * There is a George Cupitt, the old man—he has a son George Cupitt, at Cornwallis, a freeholder on the Electoral Roll.
99. This son of George Cupitt—is he living with his father? No, he is on his own account.
100. Did he lose any goods or property? I believe he did.
101. You cannot tell, judging from this Return, whether the relief was given to the father or to the son? There are two in the Return, and Thomas Cupitt as well.
102. *By Mr. Garrett*: Who is Thomas Cupitt? Another son.
103. Recommended by yourself? Yes.
104. *By the Chairman*: Looking through this list, should you say that most of the persons relieved were known to the Bench of Magistrates? That is my belief. Dr. Day admitted in conversation the other day that they had done wrong in several cases in giving relief.
105. Do you know any of the Magistrates in particular to whom they were known? To Mr. Ascough and Dr. Day, because they reside in the town, and Mr. Ascough went about canvassing with Mr. John Walker.
106. At or about the time this relief was being granted? Yes, two days before the flood and afterwards.
107. Did Mr. Ascough or Dr. Day take any part in the elections? Both did, very active part.
108. *By Mr. Garrett*: Who is Patrick Flood; is he any relative of Michael Flood? Yes, I believe he is a relative and John Flood as well; they are brothers, I believe.
109. The name of William Norris occurs twice; does it in both instances refer to the same person? That I am not aware of. They are both recommended by John Ridge. The Norrises I know were people living on the flooded land.
110. Who is Patrick Molloy? He is a publican living at M'Grath's Hill. It was generally understood at the time that any recommendation would do; all that the Magistrates wanted was somebody.
111. Who is Mrs. Turner, recommended by Isaac Hopkins? She lives in the town of Windsor; she is the wife of William Turner. Her husband is a freeholder.
112. There are three James Smith's mentioned; are they one person? I am sure I cannot tell that.
113. *By Mr. Stewart*: All the persons whom you have named you believe did not lose property by the flood? I believe so, from all the inquiries I have made.
114. *By Mr. Leary*: You have stated there were several persons received relief, some of whom were recommended and others who were not; but that two gentlemen, who were Magistrates, Dr. Day and Mr. Ascough, knew that the persons so relieved were not sufferers by the flood—are you aware of that as a fact? They must have been aware.
115. You have stated that certain persons received relief on the recommendations of particular persons, and at the same time that Dr. Day and Mr. Ascough were perfectly aware that these persons were not sufferers from the flood? This is what I state, that they must have known it.
116. Could you refer to particular persons? Michael Flood, for instance, who was recommended by his wife's father.
117. Do you know of your own knowledge that Dr. Day and Mr. Ascough knew that this party was not a sufferer? Yes, I have no doubt of it, none whatever, because I know that Dr. Day and Mr. Ascough were always in communication with him; I saw them often speaking to Flood on that occasion.
118. Do you know that he was a resident in Windsor at that time? I swear that positively.
119. There was some person referred to as being a servant of Dr. Day? No; a washer-woman, Lucy Carroll.
120. Can you state whether Dr. Day was aware that this woman was not a sufferer by the flood? I believe he did. I can state this—Dr. Day knew where Lucy Carroll lived; he knew she never had any cultivation; he knew that the land and house in which she lived were never flooded.
121. Can you mention any others who were recommended, or otherwise who received relief, where

* Revised:—Yes.

† NOTE (On revision):—"A freeholder, on the Electoral Roll," should be out.

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- where Dr. Day or Mr. Ascough knew they did not require it, or had not suffered from the floods? Mrs. Johnston, the wife of Abraham Johnston, the miller in the employment of Mr. Henry Moses.
122. What is the position of Mrs. Johnston? She is the wife of Abraham Johnston, miller in the employ of Mr. Henry Moses, receiving good wages, and in constant employment for years; he is never out of work for a day.
123. And Messrs. Day and Ascough were aware of that? They knew it well.
124. *By Mr. Walker*: Where did this Michael Flood reside? At Windsor.
125. In what part of the town? I really forget the street; it is out of George-street.
126. In one of Mr. Beddek's cottages? No; I think in one of Mr. Ridge's.
127. Was he not living in one of Mr. Beddek's cottages at the time? I do not know.
128. Do you know the cottages known as Beddek's cottages? I do.
129. Did he not reside in one of them at the time of the flood? I am not aware.
130. Was not the water in those cottages? No,* it was at the back.
131. The front faces the river, does it not? The banks are higher than the back part.
132. The water was in these cottages was it not? I did not see it.
133. Was it not three or four feet deep? I cannot say; I was not down there.
134. You have stated a good deal from hearsay—did you hear it was there? No, I did not. I think I stated he was a boot and shoe maker, and not a farmer.
135. Here is Mr. Elliott, that you recommended? I did—Joseph Elliott.
136. What was he? A brickmaker.
137. You recommended a brickmaker? I did; two brickmakers who—
138. You canvassed that man for his vote—Mr. Elliott? I do not know whether I am at liberty to mention it. I was a scrutineer—
139. You canvassed that man Elliott for his vote? I think I did; I am pretty well sure I did.
140. Although he was a brickmaker and not a farmer you recommended him for relief? Yes.
141. Did he lose any property? He did—£60 worth to my knowledge. He was indebted to myself a large sum of money; he owed his butcher and baker accounts; and I knew he could not carry on. In the same way I recommended George Crief, another brickmaker.
142. You keep a grocer's shop in the town? I do; and an hotel—in fact everything.
143. You sell tea and sugar? I do.
144. You did not supply any of these goods? No; I did not. I was requested by the Bench—a messenger came to me and asked me to put in a tender—the Chief Constable came to me to ask me, but I told him I would have nothing to do with it.
145. I think you have brought the Electoral Roll with you? I have.
146. How many names are there on the Electoral Roll? 632 in Windsor and Richmond.
147. *By Mr. Cowper*: Some names are two or three times over, are they not? I think not in this list.
148. *By Mr. Walker*: Can you tell me how many electors out of this 640 have received relief? No, I have not examined.
149. Could you by referring to the roll? I think I could.
150. Do you think more than fifteen or sixteen received relief out of that 640? I reckoned before I came that there were eighteen in Windsor who had no right to it.
151. Eighteen persons who were electors? Electors and others.
152. How many electors out of that 640 received relief? I cannot tell without referring to the list; about twelve or fifteen, I should say, in Windsor.
153. Joseph Elliott is one of them? No; not of the number I refer to.
154. Joseph Elliott is one of the electors? I say about twelve or fifteen in the town of Windsor who were not entitled to receive relief.
155. That is not what I ask you—I ask you, looking to that list, whether you can say how many electors of the town of Windsor received relief—can you make more than fifteen or twenty? I cannot, because the wife's names appear instead of the electors.
156. Do you think there are twenty? I think there are more; I think there are about thirty.
157. Will you take the list and see if you can make more than twenty? (*The witness referred to the list.*) I cannot tell if Mrs. Byrnes is the wife of William Byrnes. There is Joseph Brooks; that man is well known to you.
158. But I did not recommend him? No.
159. He was recommended by a respectable man? A well known supporter of yours. Thomas Burgess next recommended by your brother; Henry Featherstone, blacksmith; Michael Flood; Mrs. Hunt, if she is the wife of James Hunt—he is an elector.
160. I think you know James Hunt did not vote at all? I cannot reveal anything that occurred in the polling booth. Mrs. Horan, if she is the wife of John Horan.
161. There is a Mrs. Hunt, a widow, in Windsor, is there not? Not that I am aware of—Mrs. Izzard, wife of George Izzard.
162. Is there not an Izzard at Wilberforce? Not that I am aware of; there are two Izzards down in the list.
163. She is recommended by the Rev. Mr. Stiles; he is a respectable man is he not? Yes. Mrs. Johnston—wife of Abraham Johnston, Joseph Jasper, Frederick King, William Priestly, Thomas Reedy, Richard Ryall, William White.
164. Was not he drowned before the election? Not that I am aware of. I do not know whether that was this William White—James Whitchurch.

165. Fourteen electors of the Electoral District of Windsor—that is all you can make out? *Mr. J. M. M'Quade.*
Yes.
166. You omitted Joseph Elliott? Yes, and George Crief. There is also George Cupitt the elder; I forgot him; he is a freeholder in the Town of Windsor and the Hawkesbury. *25 Sept., 1861.*
167. Thomas Burgess resided at M'Grath's Hill, did he not? Yes.
168. Had he not a small garden? Not that I am aware of; from all the inquiries I have made, he earned his living by selling oranges.
169. Was not a portion of M'Grath's Hill flooded? Not of M'Grath's Hill.
170. I do not mean the top of the hill, but was not a third or half of the hill flooded? I cannot say how far; it was in one or two of the houses below.
171. Henry Featherstone, did he not live in one of Beddek's cottages that was flooded? I believe so.
172. *By Mr. Garrett:* Did he lose any property? No; I have made all inquiries and he had no cultivation.
173. *By Mr. Walker:* Did he lose all he had? No; he had nothing to lose by the flood.
174. Was he not employed at the time harvesting? No; he was a blacksmith.
175. Have you not known a blacksmith to go and reap? No; I never knew a blacksmith to go into a harvest field in Windsor.
176. You do not know that Featherstone was at work in the field at that time? No.
177. You do not know that he was thrown out of employment? I am aware that at the time of the floods he was not working in the fields, for he was in Windsor.
178. Is he a man of family? I believe so.
179. Were not the family distressed by the flood? Not in my opinion.
180. *By Mr. Garrett:* Would you, as a storekeeper, have given him credit? Yes, I would, as I would in any other instance a man of his class.
181. *By Mr. Walker:* To what extent? Ten or twelve shillings. These labouring men I would not credit any of them more.
182. Was Featherstone recommended by Thomas Primrose? Yes.
183. He was no supporter of mine? I believe not.
184. Michael Flood—was not he employed by your committee as you call it? No.
185. Flood was not employed by Byrnes' committee to stick bills—just remember? Not that I remember.
186. Joseph Jasper—is he a labouring man? He is.
187. Employed working on the roads? He is always* working in the town.
188. Is he not employed by the Road Trust? Sometimes.
189. Were not the labourers of the Road Trust thrown out of employment by the flood? For two days they could not get across to their work—at least they could get across but they did not; they stayed in Windsor strolling about.
190. Was not that part of the road where they were employed, from M'Grath's Hill to Windsor under water at the time? I am not aware.
191. Jasper was employed at that time by the Road Trust? I never knew Jasper to be out of employment.
192. Frederick King—was not he employed as one of the Road Trust labourers? Yes, occasionally; he lives at Windsor, out of reach of the floods.
193. Were not these men thrown out of employment for a time? Not that I am aware of.
194. William Priestly—was not that man employed in agricultural operations at Cornwallis at the time of the flood? Not that I am aware of; I know he earns his living chiefly by carrying.
195. Thomas Reedy—was he not employed by the Trust? Not that I am aware, at that time; he lives at Windsor, out of reach of the flood.
196. You do not know that he is employed by the Road Trust? Sometimes.
197. Is he not very generally employed by them? I cannot say that.
198. This man Richard Ryall—did he not cultivate something on Fitzgerald's farm? From all inquiries I could not make out that he did. He told me when he asked me for a recommendation that he had no cultivation; he said he was getting £20 a year from Mr. Fitzgerald, and a house to live in—in fact, he sold Mr. Fitzgerald his cattle.
199. Did you see this man the day before the election? I did, the same day.
200. Did you give him a bottle of grog? No, I did not; I gave him nor no other person anything at the time of the election.
201. William White—do not you believe that he was dead before the election? I have been trying to make that inquiry, but I cannot make out.
202. He was drowned in one of the floods? Yes. I do not know whether he is the William White who received relief.
203. James Whitechurch—is not he a man employed by the Road Trust? Sometimes.
204. Was not he thrown out of employment too? Not that I am aware.
205. George Crief—what is he? A brickmaker.
206. Like Mr. Elliott? Like Joseph Elliott and Mr. Langton; the three of them are adjoining; they lost £60 worth of bricks, each of them, to my own knowledge.
207. Then you do not consider relief should be confined to farmers exclusively, having yourself recommended a brickmaker? I should not recommend any person except one who had suffered from the flood.
208. Mr. Carney—do you know him? Yes; he is living on my farm—at least, not on my farm; he is a tenant of mine; he leased Mr. Sydney Scarvell's farm.
209. You recommended him for relief? I did.
210. Were you aware that he was a small freeholder? I was not, and am not to this hour.

- Mr. J. M. M'Quade.
25 Sept., 1861.
211. You do not know that he has a small freehold at Mar's Hill? No, this is the first I have heard of it. Both his farms were flooded at that time; the farm he rented from me, and Mr. Sydney Scarvell's; and Dr. Day himself admitted to me that he was a fit person to receive relief when I spoke to him afterwards about it.
212. Edward Breeze you have spoken of—was not his farm flooded on the Peninsula? I do not know his farm; I know the house.
213. Do you not know that he is a tenant of Joseph Windred, on the Peninsula? Yes, I have heard so.
214. Was the Peninsula flooded? Part of it.
215. Is not Windred's farm situated in the low part? A portion of it.
216. The portion that is cultivated? Most of it is cultivated.
217. It is not cultivated next the banks? No, the low part. I do not complain myself of Edward Breeze having received relief.
218. Lucy Carroll—is she a single woman? No.* I am not aware how many children she has; I have been informed, three or four. I have been informed she washes for Mr. Day and his family.
219. She is a poor washerwoman? I do not say she is poor; I know she lives in a house high away from the floods.
220. You are not aware whether she lost any employment in consequence of the floods? I think not, as she was living in the town.
221. Do you mean to say a person cannot suffer who is living in the town? I suffer, and every person suffers more or less; of course every person in the district suffers more or less.
222. Patrick Dillon—he is a poor man, is he not? Yes, receiving relief from the Asylum for these last two years, every fortnight, I think.
223. *By Mr. Garrett*: He receives out-door relief? Yes.
224. *By Mr. Walker*: Recommended by Mr. Thomas Tebbutt? Yes.
225. A very respectable man? A very old man—a very good natured old man.
226. If Mr. Tebbutt had recommended any person to you for charity, would you not have considered it a very good recommendation, coming from such a gentleman? Yes; if I had been giving away a charity.
227. Mrs. Enright—is she not a single woman? No; her husband is alive.
228. She was not living with her husband? No; she lives by herself.
229. She has a number of children? I do not know how many.
230. She is a very poor woman? †I think not; she keeps a shop in Windsor.
231. What kind of shop? She sells tea, sugar, lolly-pops, cakes, soap, and anything.
232. George Graham, you say, is a servant of Mr. John Ridge—was not Mr. Ridge's farm at Cornwallis flooded? Yes.
233. Was the house Graham was living in flooded? It was.
234. How high up? I suppose nearly to the roof; they had to remove.
235. They were in some distress, were they not, on account of the flood? They had to come into Windsor for shelter.
236. Do you not know that they suffered considerably on account of the flood? I know they had to come into Windsor—to leave the farm; I think they went up to Ridge's. †They were in the employ of Mr. Ridge, at so much a year.
237. Do you not know that all their property was flooded and destroyed? No, I do not; I believe Mr. Ridge's was, but not Graham's.
238. He was a man with a family? A wife and two children.
239. *By Mr. Garrett*: Did he get rations from Mr. Ridge? Yes; I believe so.
240. He had yearly wages, and got rations? Yes; I believe so.
241. *By Mr. Walker*: You say Graham told you a number of things—did he tell you Mr. Ridge was insolvent, and that he never got his wages§—do you know that Mr. Ridge became insolvent? George Graham's brother told me that Ridge had not paid him his account.
242. He became insolvent about the time the relief was distributed? I think some considerable time after that. I think many weeks after that.
243. Morgan Sheehy—you referred to him as being a freeholder? Yes.
244. You do not know whether his freehold is paid for? No; I do not. Morgan Sheehy himself told me it was paid for not long ago.
245. His farm was all flooded, was it not? Not that I am aware of; he lives at Wilberforce.
246. In the case of Henry Steever—you say the recommendation was got after the Return was called for? Seven weeks after.
247. Is that the only case of the kind you know? I have heard of some others.
248. Do you know of any others? I do not.
249. You say that Mrs. Teale received relief twice? I go according to the Return.
250. That is, you see the name of Mrs. Teale in the Return twice—do you not know that there are more Mrs. Teale's than one—has not Henry Teale a wife at Wilberforce? Yes; but that is in the Town of Wilberforce.
251. Is there not a Mrs. Teale at Windsor? Yes.
252. John Teale, at South Creek,—his farm was flooded? The portion next the creek.
253. Is not that a very poor farm? There are poorer; it is adjoining a very valuable farm of Mr. Fitzgerald.

* Revised:—Yes.

† Revised:—No she is not.

‡ Revised:—Graham was.

§ NOTE (On revision):—He told me he did.

254. Do not you know the Teale's there are very poor people? No; I do not. I know that he sold some property some years ago, and that he paid off the mortgage on that farm. I know that he owed me money, and paid me.
255. You do not know whether the farm is free now or not? I am not aware of that.
256. I think you have looked through that list—how many parties do you find I recommend? Two; George Wood, a large freeholder.
257. Are either of the parties recommended by me electors of Windsor? No.
258. *By Mr. Garrett*: Are they electors of the Hawkesbury? Yes.
259. *By Mr. Walker*: You say one is a freeholder—George Wood? Yes; he purchased a valuable freehold in Cornwallis.
260. Do you know whether that freehold is free? I do not. I know he is in comfortable circumstances.
261. Do you know that he has a wife and large family? I think he has a wife and several sons; the sons are away earning their livelihood.
262. Are there not a number of little children? Not that I am aware of.
263. At all events you think I erred in that case? Yes.
264. *By Mr. Forster*: You mention persons having come to you for recommendations—do you mean that they expected you to give them recommendations implying something that was not the case? Certainly.
265. Was the application made to you, do you think, by persons who were perfectly aware that they were not entitled to relief? I told them so.
266. How was it they expected you to recommend them if they knew they were not entitled? I cannot tell. Several whom I considered not entitled asked me to give them recommendations, and I refused.
267. And these persons got recommendations afterwards from somebody else? Yes.
268. *By Mr. Walker*: Are you on good terms with Messrs. Ascough and Day? I am on excellent terms with Dr. Day; but with Mr. Ascough I cannot say that I have been on very intimate terms.
269. You have been generally opposed to him on political grounds? Yes, and I hope I always shall be. I have a letter here which I will produce if Mr. Walker pleases; and I have never been on friendly terms with Mr. Ascough since I received this letter.
270. You were scrutineer for Mr. Byrnes at the last election? Yes.
271. And Mr. Ascough was scrutineer for me? I think so.
272. You had some hot words over it—over the election? We generally have.
273. You have not been on good terms since? No. I do not wish to have anything to do with Mr. Ascough since I received this letter.
274. *By Mr. Leary*: What do you mean by friendly terms? On speaking terms.
275. I presume you have no ill feeling against him? None whatever; but I consider a person who would write such a document as this —*.
276. *By Mr. Walker*: In consequence of some document you say you are not on friendly terms? Yes.
277. *By Mr. Cowper*: Do you consider, looking to this list as a whole—considering that nearly four hundred persons were relieved—that a large number of persons obtained relief who were not entitled to it, and that the funds of the public were partially or extravagantly administered? I believe they were partially and extravagantly administered to a large extent; for I find that in some cases persons without families receiving 300 lbs. and 200 lbs. of flour, which would last them three or four months. In some cases they have received a sufficient supply for six months.
278. *By Mr. Garrett*: How many has Mrs. Dunn in family? I do not know.
279. *By the Chairman*: Have you heard many complaints in your district of the manner in which this relief has been distributed? From one end to the other. Dr. Day himself complained to me of the conduct of Mr. Ascough, who, after Dr. Day had given Mrs. Daley an order on Crew for 200 lbs. of flour, gave her an order on Hopkins for 350 lbs. of flour.

Mr. J. M.
McQuade.

25 Sept., 1861.

THURSDAY, 26 SEPTEMBER, 1861.

Present:—

MR. COWPER,
MR. GUNNEEN,
MR. FORSTER,MR. T. GARRETT,
MR. STEWART,
MR. WALKER.

R. DRIVER, Esq., IN THE CHAIR.

Mr. Joseph Cope called in and examined:—

280. *By the Chairman*: You reside in Windsor? Yes.
281. And have done so for many years? From childhood.
282. Do you recollect the relief being distributed to the sufferers by the late floods at Windsor? Yes.

Mr. J. Cope.

283.

* NOTE (On revision):—I meant to state, no ill feeling that would make me state to the Committee what was false.

- Mr. J. Cope. 283. Has your attention been directed to the Return from the Bench of Magistrates? A copy was transmitted to me by a gentleman present—Mr. Forster.
- 26 Sept., 1861. 284. *By Mr. Forster*: At your request? Yes.
285. *By the Chairman*: Have you carefully gone through that Return? I have.
286. Are you acquainted with any of the persons named there? To the best of my belief I am.
287. In your opinion was that relief fairly distributed by the Bench of Magistrates at Windsor? In my opinion many persons very competent to help themselves, have received relief; and it does appear to me inexplicable on what grounds such relief was afforded them.
288. Can you point out any objectionable cases by reference to the Return before you? Yes. In the first place I would object to the system which has been pursued of putting down the names of women in this list; I think when a married woman receives relief, her husband's name ought to be put down. The first name I come to is Mrs. Richard Arnold; that woman's husband was in my own employ from the 10th September last year to the 10th January of this present year, and during that time he was in the receipt of about £2 a week, and he received money on account whenever he pleased, so that I do not imagine that woman could have been in destitute circumstances.
289. Was the husband a farmer? He was leading an entire horse for me.
290. Did they lose any of their goods? I think it exceedingly probable they did.
291. You state he was in the receipt of a salary from you? 30s. a week, and 5s. groomage for every mare—which would make about £2. He had about £30 during the time he was with me.
292. Then he was not in actual want of any assistance? Decidedly not; he received money on account whenever he asked for it; I think I paid him a balance at the end of the term of about £14. The next case is that of Mrs. Becroft—she also has a husband, and I am under the impression, that in right of his wife her husband should be a freeholder; I am informed her maiden name was Bushell. Mrs. Bowers—her husband I am told is a carrier. The next is Mrs. Byrnes—I have not been able to obtain very conclusive information as to whom Mrs. Byrnes may be; there are two men resident in the neighbourhood of Windsor of that name—Patrick and Laurence. Laurence is a water-carrier, and I suppose is not in good circumstances; but if this is the wife of Patrick, her name ought not to be here; he is the freeholder of a farm worth £1,000 at least. Alfred Bushell and David Brown—I apprehend these two men are half brothers, and I have been informed they are freeholders. There is a large family of the name of Bushell at Wilberforce. William Brown—I heard of that man selling a farm the other day, whether he had more interest in it than the equity of redemption, I am not prepared to say. George Bushell is, I believe, a man possessed of means, and since the flood he has sold a farm at Campbelltown. Mrs. Bushell is one of the same family. Paul Bushell, I have been informed, sold a farm near Kurryjong, since the last flood, to Mr. Hoskisson, for which he got £150. Mrs. Bushell must be the wife of one or other of these parties. Edward Breeze got two supplies. Perhaps the Magistrates may be able to explain why he obtained these two supplies; but it does appear a suspicious circumstance that he should have been recommended by John A. Walker, on the eve of his brother's election. The election may, or may not, have had to do with the matter. Joseph Brooks was in the employ of Mr. Crew, store-keeper, and was high and dry from the reach of the flood; he was living at Windsor, and upon the authority of Mr. Crew I can state was in the receipt of 30s. a week. Thomas Burgess, I am instructed, lived on the top of McGrath's Hill, beyond all reach of the flood; he sells cakes. He is also recommended by John A. Walker. Mrs. Connor's name appears three times. I want to know why she was relieved thrice; she is a poor woman, I am prepared to admit? Mrs. Cavanaugh was not in circumstances to warrant her application for relief. Daniel Cunneen sustained no damage by the flood. Lucy Carroll received two donations, amounting jointly to 500 lbs. flour, besides tea and sugar. She is a laundress at Windsor. John Cavanaugh is a wood carter, if I am not mistaken in the identity of the man, and I have no reason to suppose I am; the only inconvenience he can have sustained may have been the inability of coming to Windsor for a few days, which was undoubtedly the case. I think that man has saved a little money. Samuel Clarke—there is a man of that name living at Freeman's Reach, who is a comparatively wealthy man. John Daly, farmer—I would take that man's cheque for £500 this morning; I have asked various persons in Windsor the question if they would not do so, and they have invariably said they would. I believe the man to be worth £1,000 at least. On the authority of Abraham Cornwall, of Richmond, I can state Mrs. Docking was a resident in Richmond at the time of the last flood. I know her and her husband—he is an able, stout man, and as a farm labourer he need not be one minute out of employ. Mrs. Thomas Eather, junior—I do not think that person should have received relief; her husband's name should have appeared instead of hers. Mrs. Enright may have been indigent circumstances; I am aware she has a husband a good tradesman, who deserted her, and I can scarcely blame her for declining to live with him again, but I think such a person ought not to have been helped out of these funds. Robert Eales is a boatman on the Hawkesbury; I do not think he sustained loss. Henry Featherstone is a blacksmith. S. Freeman I know to be a freeholder; he is a gardener, and I have no doubt he did sustain injury by the flood, but his freehold is worth £200. Patrick Flood, in right of his wife, possesses a very fair income; he has been married some time, and I believe he did receive assistance from his father-in-law, who was a wealthy man. Michael Fitzpatrick, I believe, is a freeholder, living on his own farm, part of the Argyle estate, which was sold two or three years since. G. Graham, I have been informed, at the time of the flood, was not a cultivator on his own account, but in the employ of John Ridge, and in the receipt of wages. Joel Grono is, I suspect, a freeholder, and is, I believe, a boatbuilder by trade

as well. John Geehan is a stout able young man, a tenant farmer. I do not think he could have been in very indigent circumstances, since he sold 400 bushels of maize to one individual. I state that on the authority of Mr. Henry Moses, miller, living at Windsor. Michael Gleeson—I state on the authority of Mr. Crew, removed a sum of money from the Savings' Bank to the Bank of New South Wales, because he could not get interest; so that I infer the sum exceeded £100, as interest is given for sums up to that amount. Thomas and William Grono—I believe, they are boatbuilders and shipwrights, and, I think, freeholders and electors. Mrs. Greentree—I think her husband is a splitter, the flood could make no difference to him. John Guillam—there are two of this name down, I believe, father and son; Guillam has, I believe, pensioned his wife, and is keeping another woman, and if he can afford to be so luxurious as that, I do not think he can need assistance. One name I see I have passed over, George Cupitt—George Cupitt, junior, and George Cupitt, without any appendage—I know of only two men of that name, father and son, and I have applied to their relatives to ascertain if they knew any person of that name besides, and they have said they do not. If, then, these are the parties referred to, George Cupitt, junior, is a carrier, and George Cupitt is a freeholder; he lives on his own farm, for which, I believe, he gave £1,800. I am told that he has another farm near Kurrygong, for which he gave £400, and that he has two houses in Windsor, for which he receives a rental of about 10s. a week. If he be the man referred to in the list, he certainly had no business to receive relief from a public fund. John Holden, put down as a farmer—I believe at the time of the last flood he was in the employ of the Windsor Road Trust, and now is a publican. Mrs. Horton—there is a freeholder of that name at Pitt Town; I am not satisfied of the eligibility of that person to receive relief. Mrs. Izzard had no business to receive it; she has a husband, and I am aware that he was in possession of a good team of horses, and was represented as being too indolent to work them. Jacob Innes I do not believe should have received it. Mrs. Johnston—I state this on Mr. Henry Moses' authority, that her husband was in Mr. Moses' employment, receiving 50s. a week as his standing wages, and making 25s. a week overtime, or £3 15s. a week altogether. Joseph Jasper, I believe, was at the time in the hired service of Richard Ridge, as horsekeeper. Thomas Kearnes, I have been told, has money. Mrs. Sooby, the wife of a man who lived on the farm of Mrs. Barker, at North Rocks, who has since left the district—I am aware that Mrs. Sooby had been an old servant of Mrs. Barker, of Windsor, who afforded her considerable assistance*; Mrs. Lillis I believe to be the wife of a man named Silvester Lillis, a shoemaker, at Wilberforce; and it was represented to me a few days since that Mr. Lillis had purchased a farm off Brown, and gave £450 for it. It does not appear to me that that was any conclusive reason why he should have had relief from this fund. Ann M'Guffin is a house servant, indeed she need not be out of employment one instant.

293. I see she is recommended by George Walker—do you know who that is? I believe him to be the father of the Honorable Member for Windsor. I do not presume to say Ann was a voter. Mrs. Morrison, I do not think, was in circumstances to need this relief. I will now draw the attention of the Committee to three names—Mrs. Moran, Mary Moran, and Edward Moran. They have been represented as members of one family, father, mother, and daughter; if so, among them they received 500 lbs. of flour, and the adjuncts in proportion. Donald M'Kellar, I take it should be Dugald M'Kellar, a man in possession of a freehold of his own, and moreover, I believe, has some £200 or £300 in ready money. Alexander Morrison I believe to be the husband of the Mrs. Morrison I before referred to. Ann Neale was the widow of an old man, I forget now whether deceased since the flood or previous to it. I have every reason to believe she inherited some few hundred pounds. Mrs. Norris, senr., I believe to be an aged widow, but living on a very valuable freehold farm, of course, her own property, and she has since been able to put up a new house.

294. *By Mr. Walker:* You state that for a fact? To the best of my information. It may be encumbered; of that I know nothing.

295. You would lead the Committee to suppose she could raise money upon it? I believe she could.

296. You state that that is her unincumbered property? To the best of my belief. Mrs. North I can speak somewhat positively about. I have the authority of a personal friend, who will, if necessary, come forward to corroborate my statement, that she is the wife of one Gifford North, who has money out at interest, and I can prove that not very long since he offered £700 for a property. Henry Phipps I do not think was in a position to require this assistance. John Pye and Henry Pye—one or other of these men, I am not prepared to say which, purchased a property situated at Newtown, near Windsor, for £150 since the flood, and he has also sold a horse for a large sum of money. William Priestly was decidedly not eligible for relief; he is in possession of a good team of horses, and has generally good employment for them; he has several sons able to earn good wages, and one has lately engaged as horse driver at £1 a week. Thomas Reedy lost nothing, and was employed by the Windsor Road Trust. Richard Ryall has been represented to me as a man who received an annuity from Mr. Fitzgerald of £20 a year, a double ration, a cottage to live in, and wood and water found him; he was also, I believe, in possession of money at the Savings' Bank. William Scarf, I believe, has a pretty good bank account; I state that on the authority of Mr. Richard Dunston. It must be very apparent to the Committee that none but the parties who received the relief, the parties who recommended or ordered the distribution, or those who supplied the goods, can know anything personally, and I do not come within that category. John Shearing is a wood carter residing on the Windsor Road, out of reach of the floods, I believe. There are two Robert Smiths, and I should like to have some information as to which of the two appears in this list. One man of that name I am told did receive this relief, who is

in

* *Revised:*—Her husband was also a man capable of earning high wages.

Mr. J. Cope. in very good circumstances. M. Sheehy—recommended by William Hopkins, a man residing on a freehold worth £1,000, his own property, of course. John Spiers—I know that man personally; he was once in my employment; he did certainly suffer by the floods, but he was pretty well off, and if he did fall into indigent circumstances it was in a great measure his own fault; he was a carrier and is very drunken in his habits; he used to come home a horse or two short; he is a very excellent farm servant, and has been in constant employment since the flood. Henry Stephen, a man in my own employment at the time of the flood; he is still in my service at a wage of 25s. a week; he is put down here as Stephen but in point of fact his name is Henry Kraunstuyver; he is a Dutchman. Joseph Stubbs—there are two men of that name on the Hawkesbury Electoral Roll; one is a tenant farmer residing at Richmond Bottom. It has been represented to me that that is the man, if so he is very well off. There is another Joseph Stubbs resident at Maroota; I do not think he is in a position to require relief. Mrs. Teale—recommended by Charles Sommers, her own father; her husband resides on his own freehold, not a very valuable one certainly, but I should say worth £400 or £500. Robert Taylor, I believe, lives out of reach of the flood; I think he lives on the edge of the Riverston Estate; he is a splitter and fencer. Here are three women—Sarah, Winifred, and Catherine Vaughan; they have been represented to me as being three sisters; Winifred Vaughan I know by sight. It seems that they are too independent to be employed as servants, and it is almost impossible to procure female servants in Windsor. Any of these women could procure 7s. or 8s. a week in service. I want to know why these women should receive relief, when any woman moderately industrious could obtain employment? Thomas Wall is a tenant, and has a very large farm, for which he must pay a considerable rent, and on that account I do not think he was eligible for relief. George Wood—recommended by William Walker. It has been represented to me that this is George Wood, of Freeman's Reach, and if so he is a freeholder, and is possessed of other means besides. I have passed over the name of Michael Flood. That man is capable of earning 50s. a week as a boot maker, and I do not see why he should have received relief.

297. Is he a resident in the town of Windsor? Yes.

298. Have you any other names? Various other names have been marked by various persons to whom I have shewed this list, but I am not in a position of sufficiently accurate information to mention them to the Committee.

299. Are any of the persons you have named in the Electoral Roll for the Hawkesbury or Windsor and Richmond? A number upon both. Michael Flood is an elector, and, moreover, a very busy man at elections; he has considerable power of talk. I have known him at various elections to receive what may be called a retaining fee on behalf of a particular candidate.

300. Did he take any part in the last general election? I am not prepared to say.

301. Were the circumstances of the persons you have objected to, known to the Bench of Magistrates, or could they, by the exercise of ordinary care, have ascertained them? I think they should have been known. I am not prepared to say they were; but I think it needed very little research to have discovered them.

302. Can you state, from your own knowledge, the general opinion of the district with regard to the manner in which this relief was distributed? I know that many persons were very much dissatisfied. I may mention the names of Mr. Moses, Mr. Ridge, and many other persons known to myself.

303. Are the two gentlemen you have named well known in the district as residents of standing? Undoubtedly. I shewed this list to Mr. Fitzgerald, who may be supposed to be acquainted with the residents in the district; his phrase was, "it was a very bad piece of business." I shewed it also to the Rev. Mr. Adam, the Presbyterian clergyman, and he spoke in strong terms of disapprobation. I may state that Mr. Adam mentioned the case of a man named Bell, who, he understood, had received relief. He said he did not like to hear that he, as a Scotchman, had taken it.

304. *By Mr. Forster*: Can you suggest any persons whose personal evidence would be of use in this inquiry, who could state facts within their own knowledge? The contractors, of course, ought to be prepared to identify the persons to whom they issued relief.

305. Can you name the contractors? Mr. Moses, Mr. Dick, Mr. Crew, Mr. Hopkins. Mr. Hopkins himself is in a bad state of health; his wife conducts the business. Mr. Dawson, and Mr. Jones. I have had personal communication upon the subject with Mr. Moses and Mr. Crew, and I am aware, from his own admission, that Mr. Dick was one of the contractors.

306. Was this Presbyterian clergyman cognizant of any of these facts, so that his evidence could be taken? He merely looked over this list and identified the name of Bell; he said it was a shame he should have received relief.

307. Some of the parties themselves could be produced? *All of them.

308. Were these floods of a very disastrous character throughout the district? They may be regarded as an uncommon visitation; we had four floods in one year.

309. Do you think they were of such a character as to justify the giving of relief in some cases? In some cases, undoubtedly.

310. What was the character or general condition of the parties who suffered most, and who you think ought to have been or were properly relieved? Small tenants.

311. Were their lands generally flooded? Yes.

312. They lost most of their property? They saved their stock but they lost their whole crop.

313. And were in absolute destitution? A very few; there were some no doubt.

314. Do you think all the cases that called for relief were relieved? I have heard but of one

* Revised:—Almost.

one where the party applying was refused relief, and that was the case of a man named Mr. J. Cope. Langton. I have his own authority that he was refused on the plea that he had a small house. I do not see why this plea should have been made in one case and not in others. 26 Sept., 1861. That is the only case.

315. You think some good was done by the distribution of this relief? Some good was, but I think more wrong was done; for I think a man who is able should keep himself. I think £300 would have supplied all the parties who were *bonâ fide* entitled to relief, and I believe there was £1,200 expended.

316. You seem to have implied, in the course of your evidence, that some political use was made of this relief—did you mean the Committee to infer that the political use had been all on one side? With regard to Windsor I believe a political use was made of it, in the case of Langton for instance.

317. Have you ever taken part in elections at all? Yes. I did not take much part in the last election.

318. Do you consider yourself identified with one or other of those two parties to which you refer? In point of fact I voted for Mr. Walker.

319. Then I understand you as belonging to his line of politics? Yes, undoubtedly; I had generally approved of his votes I may say. This man Langton stated to me that he was requested to sign Mr. Walker's requisition and refused, and that he afterwards applied for relief and was refused.

320. You refer to some party who exercised political influence by the distribution of these funds—can you name the party? It appears to me that certain parties, personal friends of Mr. Walker, must have exercised some influence in this matter, the gentlemen who are here present (*Messrs. Day and Ascough.*)

321. Is this division of parties local, or does it apply to the politics of the Colony generally? I think there is a kind of a local feud. These gentlemen may be able to explain these things satisfactorily, but it does appear to me suspicious.

322. *By Mr. Garrett:* How long was this matter pending—was Mr. Byrnes a candidate from the time the writ was issued, or did he become a candidate a day or two before the day of election? Mr. Byrnes was at first a candidate for the representation of Parramatta, and afterwards he came forward for Windsor; there was some canvassing for Mr. Byrnes previously; I cannot say how long.

323. Mr. Walker was the first candidate in the field? Yes.

324. He was a candidate from the first? Yes.

325. At the bottom of the first page of the list is the name of Mrs. Carroll—is that the same person mentioned in the third page? I think not; I think she is a widow resident at Pitt Town.

326. There are eight or nine Norris's; are they of one family? No.*

327. Do they all live together? No; they are all tenant farmers; I know they are not in very prosperous circumstances.

328. They suffered by the flood? I have every reason to believe they did; indeed I am certain they did.

329. Who is this Edward Robinson, who recommends so many persons? A very good natured man on the Wilberforce side of the river.

330. Not on the Windsor side? No; he has a son, Edward C. Robinson; he is a resident on the Windsor side; but I think his name appears to only one recommendation.

331. *By Mr. Stewart:* Do you consider that the distribution of this fund has been a considerable relief to a great number of persons who were in distress? A number of persons in distress as such had no claim upon it.

332. I think, in the cases you have referred to, that would not apply? I think the fund was abused.

333. Do you not think the parties who recommended the applicants for relief were sufficiently reputable? Many reputable parties, who recommended others for relief, were very much mistaken; for instance, the Rev. Mr. Stiles, my own clergyman, I think was imposed upon by parties.

334. Would not the character of the parties who recommended applicants be likely to guide those who had the administration of the relief? In the case of McKellar, that man's wife went and told Mr. Stiles a story of distress, and he recommended her for relief.

335. You think the Minister could have had no motive in recommending these parties unless he believed their statement? I think he was mistaken.

336. *By Mr. Walker:* With reference to Arnold—is he still your servant? When the season closed I had no further occasion for him.

337. What date was that? The 10th of January of the present year.

338. Subsequent to the flood? Yes.

339. Did he reside with you? He resided on my premises, but I had nothing to do with boarding or finding him rations; I may add, moreover, that I paid his expenses when he was absent from home on his round.

340. William Brown—was his farm flooded? I believe it was; but it brought £150 the other day.

341. Do you know how much he had to take of that to pay his debts? No; but I have also heard he had a reversionary interest in other lands. Not very long since the same Brown told me he was as well off as I was; I was not prepared to dispute with him.

342. Edward Breeze—was not his farm flooded? Yes, he suffered severely; all I object to in his case is that he received relief twice.

- Mr. J. Copo. 343. You have mentioned that he was recommended by my brother? Yes; and the election took place immediately after.
- 26 Sept., 1861. 344. Do you know that that man did not vote at all? No; I know nothing of that.
345. Do you not know that the man was away from the district at the time the election took place? I do not think he was; I know he went to Snowy River afterwards with his team, but that was a considerable time after the flood—in fact, I am pretty certain that at the time of the flood he was resident on this farm.
346. This man, Burgess—are you aware that he had a garden on M'Grath's Hill that was flooded? It could not be flooded on M'Grath's Hill.
347. Is not the bottom part liable to be flooded? I think John Wood was my authority, that he did not suffer from the flood; I do not know the man myself.
348. You do not know that he had a garden? No.
349. He is a very poor man? That I cannot say; I cannot suppose him to be very well off; he is a cake-seller, I believe.
350. John Daley—is not he a farmer at Wilberforce? Yes.
351. Was his farm flooded? Yes; I believe he is worth £1,000.
352. Can you say that the Magistrates knew that? I will not. I will not say what any man knows; but I think John Daley is pretty well known.
353. This man Docking—is not he a farmer in the Richmond Bottoms? Yes.
354. That was flooded? At the time of the last flood I believe he was resident in Richmond.
355. Living there? Yes.
356. Where was the land he cultivated? I am not aware whether he held a farm or not; I know he is a stout able man, and an excellent farm labourer; I know that man personally.
357. Do you not know that Mrs. Enright has been deserted by her husband? Yes; but I have been informed that she sued him for a maintenance, and that certain persons became his sureties. I know also, that she has three brothers; John Moore, one of them, is very wealthy; and she has two others, who can put their hands in their pockets and find £100 there at any time.
358. That is the reason she was not entitled to relief? Yes; I think it a bad precedent, as there is an institution to meet such cases. She sustained no loss by the flood.
359. Robert Eales—does that man live down the river? He is a Hawkesbury boatman I know, but I do not think he is a cultivator.
360. Do you mean to say that he lost nothing by the flood? I do not; but my impression is, that he did not.
361. Henry Featherstone—do you know where he resided during the flood? Not at the time of the last flood; I know he was once compelled to leave the house of Macdonald; but water does not injure a blacksmith's tools much, and I know he is a blacksmith.
362. Did you ever know him to go to agricultural pursuits? Never, and I am pretty certain he never did in his life; I do not think he ever planted a cabbage. He was at one time employed by me.
363. Do you know Beddek's cottages? Yes.
364. Did not Featherstone live in one of them at the time? I am not prepared to say; he may have done.
365. Do you know whether those cottages were flooded? I think very possibly they were.
366. Spence Freeman—is not he a gardener on the Peninsula? Yes.
367. Was not his garden flooded? One part he used as a garden was flooded; he had purchased another property on the hill that was not flooded; that purchase was a proof that he ought not to have had relief.
368. You think it was a mistake to give it? Yes, if he was eligible there were thousands of others who were also. If the Government were to undertake to supply in all such cases, there would be a deficit in the revenue very soon.
369. Do you know that he was recommended by Mr. John Wood? I can only say that I think Mr. Wood made a mistake.
370. Mr. Wood is a very respectable man? Yes; I have a very high opinion of him.
371. He made a mistake in recommending this man? Yes.
372. This Featherstone—who was he recommended by? Thomas Primrose.
373. He is a respectable man? Yes, I believe so; he is an industrious man, pays his way honestly, and I know nothing to his discredit.
374. Michael Fitzpatrick—was not his farm flooded? Yes; but, as he was able to purchase this farm that should have prevented his applying to this fund for relief.
375. Do you know whether it is paid for? I do not; even if it is not paid for, if he had credit sufficient to purchase that farm, he must have credit sufficient to buy a bag of flour.
376. Do you think it was a mistake to give it him? Yes.
377. Michael Gleeson—was not his farm flooded? I know nothing of his having a farm; but it has been represented to me that he removed a sum of money from the Savings' Bank on the plea that he did not receive interest for it, therefore he must have had above £100.
378. These Gronos, are they not poor men, living down the river? They may be poor men, but I do not think they ought to be destitute men. I am aware that some, if not all of them, are boatbuilders.
379. They live upon the river? I see from the Electoral List John lives at Cattin, William at Pitt Town, and James at North Rocks.
380. This man, John Gnillam, you say has pensioned his wife off? I have been so informed—there was some litigation.
381. Do you not know the man is very poor? If a man indulges in such luxuries he is apt to be so.

382. Was not his farm flooded? I presume it was.
383. John Holden—was not he employed by the Windsor Road Trust? Yes.
384. Was not that man thrown out of employment by the flood? For a very few days while the flood lasted; that is, he could not get to work upon the road. The men could have got over in a boat if they had pleased.
385. Would not the circumstance of their having been thrown out of employment entitle them to relief? I think that was hardly to be taken into consideration.
386. They were thrown out of employment? I am not prepared to say they were; there were means of access to their employment.
387. You said they were for several days? I spoke without reflection; there was a boat which they could have availed themselves of if they had chosen.
388. Was not the Windsor Road flooded from Windsor to M'Grath's Hill? Undoubtedly.
389. Joseph Jasper—you undertake to say that that man was employed by Mr. Ridge at the time this flood relief was distributed? I am pretty certain he was.
390. Did you not hear that he was employed by the Windsor Road Trust? I have not heard so; I know he was in the employment of Mr. Ridge and that he left him lately.
391. Thomas Kearnes—is he a small farmer in Cornwallis? Yes.
392. Was his land flooded? A small portion; but he lives on a dry spot which was not flooded.
393. Do you know where Ann M'Guffin was living at the time the flood took place? No; but I am sure she could procure a place at any time she chose; she has been a servant in my own house, and could have remained to the present time if she had chosen to conduct herself properly.
394. Do you mean to say that every person who wants employment can get it? I mean to say that every female servant in Windsor who wants employment can get it; I do not hesitate to say that, if she needed relief, it is to be attributed to her own fault.
395. Where was she living at the time? I cannot pretend to say; she might have been living in my house to the present time, but she chose to go away and get drunk. I know this woman could have had a respectable place, where she would have been well paid and well fed.
396. Donald M'Kellar, recommended by the Rev. Mr. Stiles, you think that a respectable recommendation? Undoubtedly I do; but, although I have a great personal regard for Mr. Stiles, I should not be disposed to rely upon his recommendation, for I believe he is a man easily imposed upon.
397. The Magistrates may have been the same? Undoubtedly; I do not wish to attribute infallibility to them.
398. Alexander Morrison—do you know where he resided? I do not; I believe he resided in Pitt Town.
399. Pitt Town Bottoms was all flooded? He lives in the very township, I believe, which was not flooded.
400. Does he not carry on his farming occupation in the Bottoms? I cannot say what his occupation is, except that I see he is here represented as a farmer, and is recommended by J. Pendergast and C. May.
401. Was not North flooded out at the Peninsula? His farm was; but I utterly protest against North receiving relief. The man has some hundreds of pounds, and I say so on indisputable authority.
402. You cannot say that the Magistrates knew he had this money? No.
403. Phipps and Pye—were not they flooded out? I have a strong suspicion that Phipps was not flooded; he is a resident at North Richmond, and I think he is beyond flood mark. Henry Pye I believe has purchased a freehold for £150 since the flood, which is not a proof of destitution.
404. Supposing Phipps were recommended by the Rev. Mr. Elder, do you think that a good recommendation? So far as its being given upon philanthropic motives; but Mr. Elder is a man subject to be imposed upon; I know him very well.
405. William Priestly—are you not aware that he was at that time employed in agricultural operations at Cornwallis? Not for himself, for he was employed and was in receipt of wages.
406. Thomas Reedy—was not he employed on his own account? Yes, and that is the reason I complain of his name appearing here.
407. Teale's farm was flooded? Yes; but it is worth £400 or £500.
408. George Wood, recommended by me—that is one of the mistakes I made—was not his farm flooded? Yes, the farm he was resident upon; but, independently of that, he was receiving rent from a freehold at Cornwallis. I am also aware that he is at the present moment at any rate worth £2,000—that is, if I am not mistaken as to his identity.
409. Michael Flood—do you know where he resided at the time of the flood? No; I know he was a good bootmaker, and could obtain constant work if he chose to do it.
410. Was he not living in one of these flooded cottages of Beddek's? I really do not know.
411. I take it that in most of these cases of tenant farmers their land was flooded? I have no doubt they sustained loss, but I believe they were in circumstances to procure supplies for themselves. I sustained loss myself, and if the principle was to have been adopted that every one who suffered by the floods was to receive relief, I would have applied for a bag of flour myself.
412. Do you know what is the population of the Windsor District? I think, by the last Census, it was estimated to be 7,000. That is my impression—that is the Police District.
413. You cannot be sure of that? I cannot tax my memory; but my impression is, that I looked into the matter, and saw that the population was reckoned at 7,000.
414. You may have made a mistake? I do not think so.

Mr. J. Cope.

26 Sept., 1861.

- Mr. J. Cope. 415. Among the names you have mentioned as improper persons to receive relief, how many are electors of Windsor? About twelve; I object to that being considered as an accurate estimate.
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416. You cannot tell how those persons voted? I know nothing about how they voted.
417. As many may have voted one way as the other? Very probably they did; but there are some names which appear on your requisition—Jasper, Flood, Featherstone, M'Kellar, Whitchurch, George Bushell, Thomas Reedy, and, I think, Robert Smith, but I am not prepared to say.
418. There is no Robert Smith on the Windsor Electoral Roll? I am not sure; but there are eight names.
419. This requisition appeared some considerable time before Mr. Byrnes appeared in the field—are you of opinion because these names appeared on my requisition, that, therefore, they ought not to have been relieved? I have some faith in the old axiom that people should not only do right, but seem to do right, and there was enough to create suspicion.
420. *By Mr. Garrett:* You object to relief having been given to most of these people? Yes; to Dugald M'Kellar for instance.
421. *By Mr. Walker:* Though he was recommended by Mr. Stiles? Yes; I think Mr. Stiles was wrong, and thinking him wrong I should object how much soever I might personally respect him; I should more especially object to M'Kellar as Langton; Dugald M'Kellar's next neighbour, who was in worse circumstances, applied for relief and was refused.
422. If you look upon the list you will find the name of Elliott? Yes, Joseph Elliott.
423. Was not he in similar circumstances to Langton? I am not aware that he has a freehold.
424. Was he not similarly circumstanced to Langton—is he not a brickmaker? Yes.
425. Did Elliott get relief? I think his name is here, but I do not see why one brickmaker should not get relief as well as another.
426. You will see there are two brickmakers who did receive relief? I believe Johnson, the builder, recommended Langton, and I see no reason why his recommendation should not be taken. I have no reason to suppose he is not a respectable man.
427. You have heard that Johnson recommended him? I have reason to believe he did; I have never spoken to Johnson upon the subject.

Henry Day, Esq., M.D., J.P., examined:—

- H. Day, Esq., M.D., J.P. 428. *By the Chairman:* You are in the Commission of the Peace at Windsor? Yes; and have been for some years.
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429. I believe you were one of the Bench of Magistrates who distributed the relief to the sufferers by the flood there? Yes, I am one of them; and I relieved more than any one else.
430. You have heard the evidence of Mr. McQuade and of Mr. Cope? I have.
431. Do you wish to offer the Committee any remarks upon that evidence? To repudiate entirely the colouring put upon the cases of those persons who have been relieved. There are in this list the names of persons who have been relieved, where the names of the parties who recommended them have not been put down. This is attributable to the great number who were relieved, and to the urgency of the cases. There was no possibility of my arranging these matters, for I have had my doors blocked up with fifteen or twenty applicants at a time. Anticipating something of this kind I requested Mr. Ascough to be cautious, and get recommendations from all the parties who sought relief; but in the confusion, as duplicate and triplicate orders had to be given to the applicants—some contractors supplying flour, some blankets, some tea and sugar—there was a large accumulation of papers, some eight or nine hundred, and though put, as I thought, carefully by, they were some in one place and some in another, and were extremely difficult of arrangement. In this way many of these recommendations were omitted in the Returns. I have here a number of them and shall be happy to supply them as I go through the list.
432. You stated just now that you were frequently compelled to send no less than three orders? Yes; I have four names at the end of the list, bearer, bearer, bearer, bearer 200, 100, 200, 200 flour. One John Foster, recommended by Mr. M'Quade, not on the list, was relieved among the bearers.
433. These four bearers do not appear to have been recommended by any one and to have obtained nothing more than flour? I can explain that—there is a bearer recommended by David Cobcroft, that would be one of these. (*Handing in a paper.*) Here is Charles Martin, recommended by the Rev. Mr. Wilson, and John Foster, by J. M. M'Quade. (*Handing in recommendation.*)
434. This bearer appears to have received 4lbs. tea and 20 lbs. sugar? The second person on the list appears to have received 100 lbs. flour, and most probably this is the individual who received the tea and sugar mentioned there.
435. But there is nothing there about 20 lbs. sugar and 4 lbs. tea? There is, immediately preceding it—Henry Aspery is the first person whose name appears on the list without any recommendation. He was recommended by James Dunston. (*The witness handed in the recommendation.*) Mrs. Richard Arnold was living on Freeman's Reach, and her husband was in the employ of Mr. Cope; they were in such difficulties that I had to pay money out of my own pocket for medicine supplied in her sickness. He asked Mr. Cope for money to pay my account, and was refused. John Alcorn—there appears to be no person recommending him. I have since found the recommendation: it is from James Rochester, junr. (*The witness*

witness handed in the same.) John Armstrong, against whose name there appears to be no person's name as recommending him. I have the recommendation here, it is from a person named Grono. (*The witness handed in the same.*) Thomas Bashan was recommended by James Gahan. (*The witness handed in the recommendation.*) William Bell had no recommendation. Upon my own responsibility I afforded that man relief. The circumstances were these—he was flooded out twice or thrice before, and he said to me, “I ought to come to you for relief, but it goes against the feelings of a Scotchman to seek relief;” I said, “Why do you not come?” The last time he came, and said, “I am afraid I shall have to ask for relief.” I knew his land and house were flooded, that his garden stuff and some of his clothes were injured, and that he was obliged to come into the town to live, and on my own responsibility I afforded him relief; and, in so doing, I acted in accordance with the power vested in me by the Government. No blame is to be attached to anyone but myself in that matter. As to what has been said of the Rev. Mr. Adam having spoken of Bell as underserving, I may state that Mr. Adam, in the presence of three or four persons, and of Mr. Walker, lamented that any such steps as these had been taken. Mr. Cope objects to Mrs. Becroft—Mrs. Becroft belongs to the family of the Bushell's. I have known that family for the last fifteen years. Bushell, the father, died some time ago, leaving a large family, his property mortgaged to a very considerable amount to Thomas Tebbutt—four hundred and odd pounds. The property is very good but mismanaged; the sons all have a share in it and cannot sell an acre, for she has a life interest in it. They are all wretchedly poor—I may say half of them in debt, and have been for years to me for medical attendance. Mrs. Byrnes was not relieved by me, but I believe she was relieved; at all events, if I did not relieve her, I should have done so if she had applied to me, for she is the wife of Patrick Byrnes, in Cornwallis, a man whose farm is mortgaged over head and ears to John M'Quade's father, and who owed me an account for years and years—poor in the extreme, but honest. Mrs. Bowd does not appear here to have been recommended, but I have since found the recommendation; it is from Pendergast and May. (*The witness handed in the same.*) She is living at Cattai, upon a freehold that would scarcely support a bandicoot, wretchedly poor. William Brown, although, I admit, a profligate, is in difficulty and distress. Public charitable institutions would have no inmates if their doors were to be closed against persons of bad character. He sold his farm for £450, and all his wife received after the payment of the mortgage was £10. George Bushell is another very poor man—at least, I do not know so much about him; I believe he is better off, but he is not one who would receive relief if he could do without it. Edward Breeze was up the country, and his wife applied to me for relief. I did not want Mr. John Walker's or any other recommendation. They were wretchedly poor, for though he had £200 or £300 three years ago it was all gone—he lost it all on old Windred's farm. Breeze had gone up the country, and when he came back I am sorry to say he got relief a second time, but not from me. He deserved it once, but got it twice. Mrs. Connor, of Cornwallis, got relief twice, and deserved it once; I spoke to her about it. Joseph Bashan—no recommendation appears. I have here one from William Dunston. (*The witness handed in the same.*) Mrs. Barker, no recommendation appears in the list, but I beg to produce one from Richard Edwards. (*The witness handed in the same.*) Joseph Brooks—this person is mentioned by Mr. Cope. This person came to me for relief; I knew he was in the employ of Mr. Crew, and in the receipt of wages, and I declined to give it him. He said he had a large family; I knew he had; but I also knew his wife did some washing, still I did not think it my business to dive into the private affairs of these people,* so I said, “If you get me the recommendation of some person in whom I can place confidence, I will give you relief.” He brought me the recommendation of Henry Forrester, one of the most respectable men in the town; he said, “I suppose I shall get no relief, but I shall vote for Mr. Byrnes.” He had relief. Thomas Burgess, gardener—I do not know anything of him, but I know he has a small garden, and the loss to this man of a little garden stuff might be as much as the loss of a thousand bushels of grain to many. I am surprised that Mr. Cope does not recollect that portion of M'Grath's Hill, which is very low at one end, and liable to be flooded. There are some gardens and cottages there, and he lives in one of them. If any plants were in the garden there, at the time of the flood, they must necessarily be lost. If Mr. John Walker recommended a case, I should take it as soon as Mr. Cope's or any one else. John Brown, was recommended by Pendergast. He lives at Cattai, a name associated with floods; the land which he occupies, is inundated even by freshes. William Cupitt—there is an error here—if old George Cupitt got relief, he ought not to have got it; if he had come to me I should not have relieved him. William Cupitt deserved relief; he is very poor. John Curtis—no recommendation appears here, but he is recommended by John M'Quade. George Cupitt—both the son and the old men are recommended by William Holland and John Hoskisson.† (*The witness handed in the recommendation.*) †William and George Cupitt, if they did not require relief, were driven off their place, with the loss of clothing and of all their crops. John Cavanaugh—I have no recommendation in the list, but I have here the recommendation of Richard Edwards. (*The witness handed in the same.*) Patrick Caligan does not appear to be recommended in the list, but I have here the recommendation of Edward Robinson. (*The witness handed in the same.*) Christopher Cross, recommended by Marsden and Pendergast. (*Upon the suggestion of the Chairman that it would shorten the proceedings, the witness handed in a considerable number of recommendations, in other cases, not mentioned in the printed list.*) Mrs. Connor, recommended by §—. Lucy

* NOTE (*On revision*):—When respectable persons, who knew the circumstances of the applicants better than I did, recommended them.

† Revised:—George Cupitt, junior, and Thomas, his brother, are recommended by W. Holland.

‡ Revised:—Thomas.

§ NOTE (*On revision*):—I forget the name—it was handed in to the Chairman.

H. Day, Esq., M.D., J.P.
 26 Sept., 1861.

Lucy Carroll, this washerwoman of mine. I will take upon myself the responsibility of having afforded her relief. Although she is a washerwoman she receives from me but 12s. or 13s. a week, has a house full of children—five or six children—and when she was hemmed in by the floods, because Windsor became an island in flood times, she was cut off from getting work out of Windsor, and was thrown back upon the 12s. or 13s. Her name appears twice upon the list; but had Mr. Cope applied to me I could have explained that to him. The first order for flour she received was upon one Chalmers; the flour was very bad, and she brought it down the following morning to shew to me. I said, "Tell him to send you better, or return it." She returned it, as he would not give her any better, and I gave her an order upon another contractor. *Somehow or other, in the confusion, the person who supplied the flour, Lowe, told Mr. Walker that the woman had had it twice.* John Daley is objected to by Mr. Cope, and I think very properly, from what I have since heard. He was recommended by Mr. Edward Robinson—a good man, a just man, a man who lived in the neighbourhood, whose knowledge of those who lived in his locality must have been better than mine, but he was imposed upon. This was an unfortunate recommendation. He is an uncle of Henry Moses. Here is a person of the name of Patrick Dillon, recommended by Thomas Tebbutt—another good and just man—objected to by Mr. M. M'Quade on the ground of his being the recipient of rations from the Benevolent Asylum. I have the honor to be the surgeon to that institution, and should know the circumstances of those who received relief. This man, it is true, is a pauper, and I did not supply him; but if I had been applied to, recommended as he was, I should have given relief. Once a month he receives from the Asylum 4 lbs. flour, 3½ lbs. meat, and ¼ lb. soap. Mrs. Docking, Mr. Cope objects to; I will say nothing about her—I do not think her character was good; but if she were in distress it was no matter what her character was. Robert Eales, commented upon by Mr. Cope, I think with a great deal of presumption, when he was recommended by James Bligh Ridge, who must have known more of the circumstances than Mr. Cope. I supplied him upon the strength of Mr. Ridge's recommendation, and would again. Henry Featherstone I did not supply; but I would wish, as far as I can, to justify the step taken by Mr. Ascough. The recommendation was by Mr. Primrose, a respectable man, and political opponent. Michael Flood was living in one of the cottages that have been alluded to, belonging formerly to the late Mr. Beddek; two feet of water came in there. He came to me seeking relief, and I refused him, but it appears that he afterwards came with a recommendation and was relieved; I do not know whether by Mr. Ascough or another Magistrate. Patrick Flood I did relieve; he is stated by Mr. Cope to be possessed of property; it is true that he will have a share in old Allen's property, and his brother will also have a share, but at present he is without means; even now Mr. Rochester discounted a bill for £65 to supply him with the means of carrying on a law suit. 436. *By Mr. Stewart:* Was he a sufferer by the flood at the time, in distress? Yes; he was working at filling up cellars, like a day labourer; he drew gravel and all that sort of thing. William Fletcher, I find, is a person not recommended; he was supplied by one of the other Magistrates. Mrs. Gardiner is recommended by the Rev. Thomas Wilson, of Pitt Town. John Forrester is a person who called upon me for relief; I said, "I could not give you relief, for I believe your circumstances are good." "How do you know my circumstances?" said he; I replied, "It is for me to be satisfied of that; if you can get a respectable person to recommend you as deserving of relief I will give it." He came to me shortly after with a recommendation, signed John M. M'Quade. When I spoke to him afterwards about it, he said he had not certified that Forrester was in distress, but that he had lost his property by the flood; upon the strength of that recommendation I gave him relief. John Gardiner, recommended by Mr. Coley, solicitor. John Gleeson, a very poor man, recommended by James Farlow. Joel Grono—allusions having been made to these Granos; they are not worth, if the whole of them were sold off to-morrow, £50 among them, and it is a question in my mind if £300 would pay their debts; I can speak feelingly there; they are recommended by Christopher May and James Pendergast. Mrs. Greenfield, recommended by James Dunstan, about whom so much has been said. John and Michael Gleeson are two nephews of ——— they live at Freeman's Reach, on a little bit of land of Farlow's; they were both flooded out, and both I gave relief to. John Guillam, was recommended by C. W. May and J. Pendergast. James Graham was recommended by Rochester; he was not in the employ of Mr. John Ridge at that time; his brother George was; George Graham lost what little means he had—his blankets and other things—by the flood, and was recommended by a very respectable person. James Graham was living at Freeman's Reach, on a farm belonging to one of his brothers-in-law, a farm of six acres, and lost everything; Frederick Nichols is his brother-in-law. Mrs. Horan, about whom so much has been said, was recommended by Mr. Laverack. John Holden, recommended by Charles Barber. Rody Heffernan, recommended by John M. M'Quade. Mrs. Humphreys, recommended by C. May and J. Pendergast. James Hay, recommended by J. Pendergast. John Izzard, a young man living upon Freeman's Reach—upon my own responsibility I afforded him relief; Greentree and some two or three others will testify to his losses and indigence, though his father is pretty well off. Joseph Jasper was, with great respect to Mr. Cope, working on the road; this road was covered with the floods, and as his livelihood depended upon his employment, if he were cut off from that, he would sustain as much harm as another who lost his crops. He was poor I know. John Kirwin, recommended by William Hall and Mr. Edwards. George Kable, recommended by Thomas Chasely, of Pitt Town. Mrs. Leeson, recommended by ———† John Ledam, recommended by Laban White. Mrs. Looby—I only know that she is very poor. George Lucas, recommended

* Omitted, (on revision.)

† NOTE (On revision):—Recommendation handed in to the Chairman.

recommended by J. M. McQuade. Ann McGuffin—I am inclined to fall in with the views of Mr. Cope respecting her; but no doubt she had been in the hospital a short time before, and was wretchedly poor. Mrs. Morrison, recommended by Patrick Buckley; I am sure Mr. Buckley is a respectable man. Mrs. Moran, recommended by Rev. Mr. Adams. McKellar I cannot say much about. Mrs. Moran the second, ought to be Mahon, recommended by Tiernan. James McCarroll, recommended by James Parnell. Mrs. Munday, recommended by Christopher May. Charles Martin, wretchedly poor, recommended by James Farlow. Mrs. Mitchell, recommended by Pendergast. James Manus, recommended by Christopher May. Ann Neale, about whom so much has been said, recommended by one of our most respectable tradesmen, William Beard. Alfred Norris—in speaking of one of these Norrises I shall speak of them all: Mrs. Norris had two farms, one in possession of John Hoskisson, and one, it is true, her own, but at her decease to be divided among her sons; there is a great number of them, and every vestige of this poor old woman's crop was destroyed; she is wretchedly poor, and some time since she payed me her account in corn, and she was sorry she could not pay me before; they are poor, all of them except Patrick.

437. *By Mr. Stewart:* Are they all living separately? Yes; one has two or three acres here, and another two or three there. Now comes a case in which I take to myself blame, as far as it goes; but I wish you to place yourselves in the same position. The wife of a person of the name of North came to me for relief; I knew that he was a person in the possession of means, and I said to her, "How is it Mrs. North that you have come to me for relief; where is your husband?" "He is up the country." I said, "Surely you cannot be hard up?"—I always looked upon her husband as a saving hard man—"Surely you can get some assistance, I cannot relieve you?" She came several times, and at last a person named Burke said she was in great distress. I suggested to her, to ask Mr. Dick for a recommendation, and I gave her an order for only a small quantity, in consequence of being by herself. That was on the recommendation of Mr. Burke, and I think, if others had been in the same position, they would have done the same. Thomas Nippres was recommended by Dr. Selkirk. Mrs. Phillips, recommended by George Pye. John Pye—there was deceit practised there. There were two parties in partnership, Pye and Willoughby. Pye is very well off, and Willoughby is very poor. They are both dark swarthy men; and when Pye called upon me, I believed he was Willoughby; when I afterwards saw him, I said, "You have deceived me, you have done wrong." He was recommended by a respectable chemist, Mr. Jones; I was inclined to stir in this matter, and did threaten him, but I did not see my way clear.

H. Day, Esq.,
M.D., J.P.

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438. If you knew nothing of the parties yourself you were inclined to act upon the recommendations they brought? Yes; no person in a population of ten thousand can know the circumstances of every individual. Sometimes, when I thought I knew the circumstances of a person, I afterwards found I was deceived. Henry Pye, recommended by Mr. Powell. Henry Plate, recommended by Thomas Chasely. Henry Peck, recommended by Thomas Wilson. William Priestly—I really think if Mr. Cope had looked at the name of the person who recommended Priestly, James Upton, he would have paused before he expressed the opinion he has done. Darby Ryan, recommended by Mr. Bligh Johnson; he might have given him an order himself.

439. Did Mr. Bligh Johnson interfere in this matter? Yes, he relieved several; but Windsor being the spot where the relief was distributed, the weight of the whole district fell upon us.

(The Chairman here vacated the Chair, which was taken by William Forster, Esq.)

440. *By the Chairman:* Who is Bligh Johnson? A Magistrate living down the river. Thomas Reedy—I may be allowed to make a remark upon that case—he worked on the roads, and came to me for relief. I said, "You are a drunken fellow, and I cannot give you relief." He went away, and his wife then came to me with tears in her eyes; she said, they had a house full of children, six or seven I think, that their living depended upon the employment of her husband upon the roads which were flooded. I called upon a gentleman whose opinion I value, and whose goodness I revere, Mr. Thomas Tebbutt, and consulted him upon the subject. He said, "Afford relief, never mind the consequences; that man having lost his means of subsistence requires relief as much as one who has lost his crops." Richard Ryall I know nothing about. Robert Rutter, recommended by E. Robinson. Barney Shanlan, recommended by Pendergast. William Scarf, again recommended by E. Robinson. If persons like Mr. Robinson living near those whom he recommends is not to know the circumstances I do not know who is, unless those who possess some intuitive knowledge like Mr. Cope's. John Shearing, recommended by Mr. Edwards, a respectable person. Edward Seelcy, recommended by Mr. Coberoft. Robert Smith, *alias* Michael Betts; he also goes by the soubriquet of "Long Michael;" that man is excessively poor, and was recommended by Mr. Edwards, who himself relieved him a little; he lives at Hominy Point. Morgan Sheehy was recommended by William Hopkins; I did not relieve him. It is very well for a man to flourish as the owner of a good property, but I know he has not paid off the mortgage money. James Smith, recommended by Mr. Mountford, a respectable man. John Speirs, recommended by John Wood. I now come to the case of Henry Steever. About the time of the flood I was coming up from the Cornwallis, by the Church, when this man met me and said, "I believe you have been appointed to relieve those who are in difficulty and distress?" I said, "Yes." He then said, "I am told that because I am a foreigner, a Dutchman, I am not entitled to receive relief?" I replied, "Indeed you are if you have suffered from the floods; what is your name?" His name appears to be Steever, although it is Stephen on the list. I said, "Where are you living?" "With Mr. Cope." I then asked him to get a few lines from Mr. Cope, and he said he had been there only a few days. I told him, I made a point not to relieve any one unless a recommendation

were

H. Day, Esq., were produced. He then said he had a wife and two children, and was in great distress, and had been previously living with Mr. Miller. I told him to get a few lines from Mr. Miller and I would give him relief. Two or three days after, he called upon me and said he had been to Mr. Miller, who was ill in bed, and had, therefore, been unable to get the recommendation. Knowing Mr. Miller to have been ill, I believed the man's statement to be true. Moreover, I asked Mrs. Rochester about the man, and she said the man's statement was correct. I then gave the man an order, saying, "This will relieve your immediate distress;" but I will never again trust a man who cries, as this man did when he came to me. When this Return was called for, I met this man in the street and said, "Where is the recommendation you promised?" Charles Smith, recommended by Mountford. Mrs. Savage, by Pendergast and May. Mrs. Stapleton, recommended by Farlow. Joseph Stubbs is one of a large family, living down the river. I know they are poor; there is not one worth anything of the whole lot, except the Stubbs living in Windsor, who may be possessed of a little from hard work and industry upon a farm of a hundred acres, on which seven or eight sons are located. James Smith, recommended by Mr. Alderson. Mrs. Teale—certainly Mr. Cope has not the same opportunity of judging of the circumstances of these people as I have, but I know they live in a wretchedly poor place, and they are very poor. There is a Mrs. Henry Teale living at Wilberforce, still more destitute; her husband has gone up to the diggings, and she has been ill. I take no credit to myself, but I have given them gratuitous assistance.

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441. *By the Chairman:* Because they were poor? Yes, I should not give my professional services for nothing if the parties were in a position to pay for them.

442. *By Mr. Walker:* Were they in distress in consequence of the flood? John Teale was; I do not say Henry was; but he must have suffered as he had three or four acres of wheat at the side of his grandmother's house, in which he lived. George Turner is recommended by Mr. Ancell, the Treasurer of our Institution. Edward Turner, also recommended by Mr. Ancell. Mr. Cope says they are not poor, but Mr. Ancell says they are; and I can add my testimony. Robert Taylor, recommended by William Beard, junr, a respectable iron-monger, who ought to know. Mrs. Wood, recommended by Dr. Selkirk. John Widdows, recommended by George Ancell. Mrs. Wilson, a poor woman, recommended by Wm. Williams, a respectable farmer, and these are the men whose means of knowledge and testimony must be the best. William White, recommended by Dr. Selkirk. Richard Weaver, recommended by Chasely. Edward Webb, recommended by William Alderson. Joseph Wood, recommended by Mr. Powell, a Magistrate. Mr. Cope says that the Rev. Mr. Adam objects to the list. I can only say that in my presence, the presence of Mr. Walker and of others, he spoke in the highest terms of those who had conducted the distribution; and in the most indignant terms of those who objected.

443. *By the Chairman:* Can you explain to the Committee the reason why the recommendations you have now laid before the Committee were not included in the Return? From the circumstance of a great number of them having been lying loosely about.

444. Is that the only reason you can assign to this Committee? It is. I think the clerk, perhaps, might have filled up these omissions.

445. Who was the Return prepared by? By the Clerk of the Court.*

446. Had he access to the whole of the recommendations then in existence? That I am not prepared to say; but I furnished him, to the best of my belief, with as many as I could gather then. I have found out a good many since; he had not all these.

447. In whose custody were these recommendations? In mine; these are what I found.

448. Some you handed over to the Clerk of the Bench, to enable him to make out that Return? Yes.

449. Have you any doubt whether any were withheld from him? I think it is highly probable I did not send them in.

450. Why not? I cannot tell—some were here; some were there.

451. You knew they had been ordered by the Legislative Assembly? Yes.

452. And yet you do not think you sent in all? They were in various parts, and I had to separate them one from another; they were all mixed together.†

453. They are all arranged together now? Yes; because I have been at an infinite deal of trouble.

454. Which trouble you did not take in order to complete the Return? I sent up what I then believed to be the whole.

455. Did you take any trouble to ascertain that? I did.

456. You saw this Return before it was forwarded from the Bench of Magistrates? I did.

457. Did you not notice that, in a great many instances, the parties recommending were not mentioned? We were not called upon for recommendations, we were directed to relieve those who were in difficulty and distress.

458. In the first instance? In all instances; if you refer to this letter of Mr. Cowper you will perceive.

459. You signed this Return before it was forwarded? I believe I did.

460. Did you not sign it? Yes, I believe I did.

461. Then you must have seen it? Yes.

462. And noticed its imperfect state then? No.

463. You know John M'Quade? Yes.

464. Have you had any conversation with him about the relief of the sufferers by the flood? Yes.

465.

* NOTE (On revision):—His assistant.

† NOTE (On revision):—Those recommendations, which were sent to me on former floods, were mixed with those connected with the last flood.

465. Do you remember having any conversation with him as to the conduct of Mr. Ascough in this matter? Yes, he has spoken about it; he said his object was not to say anything that would affect me, but I knew he wanted to attack both of us. H. Day, Esq.,
M.D., J.P.
466. You recollect him complaining of what he called the shameful way in which the public money was squandered? I think you know sufficiently of Mr. M'Quade to know he made no such comment. He said, "I will be alongside of you yet." 26 Sept., 1861.
467. Had he some words with you about the relief afforded to Mrs Daley? He spoke about it; he said he had all the particulars from Mrs. Crew, and I felt very indignant about it; I must have misunderstood the number of children she had, as I gave her an order for 200 lbs. of flour, and I heard that Mr. Crew had said Mr. Ascough had increased it. I felt indignant that my order had been ignored, and I spoke to Mr. Ascough about it; I have since had reason to believe that Mr. Ascough was influenced by the consideration that this woman had a large family of some ten or eleven children, and it is highly probable, if I had been aware of that in the first instance, I should have ordered 300 lbs. of flour.
468. *By the Chairman*: Did you, in the distribution of these funds, adhere to the instructions sent you? I believe so, entirely.
469. Did you lay it down as a principle not to give relief except to sufferers by the flood? Directly or indirectly.
470. I ask you the question because in the cases of a number of persons you lay great stress upon the fact of persons being wretchedly poor—do you mean by that the poverty of persons apart from this flood? No, I mean those who could directly or indirectly trace to the flood as the cause of their distress.
471. Did you in any case allow the recommendations you received to prevail against your personal knowledge? I have once or twice objected, on the ground of my personal belief as to the circumstances of the parties, and I have in each instance found myself to be in error. I objected to Lindsay because his son had a farm, but I afterwards found the old man was destitute.
472. As a general rule you did not allow recommendations to prevail against your personal knowledge? No; for when this Langton, the brickmaker, called upon me and asked for relief, I said, "Langton, I shall not give you relief unless you satisfy me as to your poverty." "Why?" said he, "M'Kellar and others, near me, received relief?" I replied, "If you wanted to raise £50 you could get it upon your house." He said, "Yes, but why should I not get it as well as M'Kellar?" I did not relieve M'Kellar, and I would not relieve him; but any feeling as to his being a voter never entered my mind.
473. As a general rule, did you relieve or allow any persons to be relieved whose circumstances were pretty good, even though they had suffered from the floods? No; I never afforded relief to any one who I thought did not require it. So careful and cautious was I that the Government should not be imposed upon, that I mentioned the number of family, the quantity, and the person upon whom I gave the order, upon the order.
474. You admit that some mistakes have been made—can you say in how many cases you have found out since that you have been misinformed? I think I relieved four or five I would not relieve again if they were to apply to me.
475. Wrongly? When I say wrongly —
476. What I mean is, that if you had known all the circumstances of their case, you would not have relieved them? Yes.
477. You considered them mistakes? Yes; and I congratulate myself thus much, that if similar circumstances were to occur again, there are not any two Magistrates in the Colony, if placed in our position, who would not be as much, if not more, imposed upon.
478. In these cases of mistake were you led into them by the recommendations of others? Yes; I trusted to the recommendations of parties in the country. This letter, which was written to me by Mr. Ascough, will shew you the feeling that actuated us. (*The witness handed in the same. Vide Appendix.*) I may mention that when the Flood Relief Committee for seed wheat was appointed, it consisted of thirty-five gentlemen, who knew almost every individual in the district; five or six of them resided at Cornwallis, five or six at Pitt Town Bottoms, others at Wilberforce, and yet, strange to say, no fewer than thirteen persons crept in and imposed upon that numerous Committee.
479. Several cases of washerwomen having been relieved have been mentioned? I know nothing more about washerwomen than the one who washes for me.
480. As a general rule do you think persons getting good wages for their labour should receive relief? Certainly not, and I refused scores. When Wooley came to me, I said, "You are getting good wages, and if you choose to drink and spend them you cannot expect relief."
481. Can you mention the proportion of cases you rejected as compared with those you relieved? I dare say I refused thirty or forty; but I took the whole number of applications to the Bench; Mr. Sydney Scarvell looked through them, and said, "Here are three or four that should have been relieved," and upon the strength of his knowledge I relieved those cases.
482. You mentioned William Bell in your evidence? Yes; on my own responsibility I relieved.
483. Was he in the employment of Mrs. M'Grath? Yes.
484. Did you receive any information respecting him from Mr. or Mrs. M'Grath? I did not require it; he was almost under my eye, living at the foot of the bridge; he was flooded out three times, and he told me that he could not get his wages from Mrs. M'Grath, but that he did not like to apply for relief; I said, "It is a duty you owe to your children if you are in distress and want, and cannot get your wages, to apply for relief."
485. Did he state that he could not get his wages from Mrs. M'Grath? Yes.

- H. Day, Esq.,
M.D., J.P.
26 Sept., 1861.
486. In fact if he had had his ducs from Mrs. McGrath the public would not have been called upon to assist him? Yes.
487. You stand by that on your own responsibility? Yes, and I am sure Mr. Cope would have done the same.
488. I see the name of J. F. Jones frequently in this list as recommending persons for relief—are you aware that he is one of the contractors? His character stands too high for him to be under any suspicion.
489. Is he one of the contractors? Yes, for tea and sugar. I think his account came to £30 or £40.
490. You consider him to be a man of such high character as to be above suspicion? I do not think there are two men in the district who would speak to his prejudice, and that is strange to say in Windsor.
491. Are you aware of any political influence at all throughout the matter having been exercised on the part of the persons recommending? I solemnly repudiate such an imputation with scorn myself, and I believe myself that the steps were all taken, and relief afforded, before Mr. Byrnes came into the field. It was only a few days before the election that Mr. Byrnes came into the field: that is the handle, no doubt.
492. Political feeling runs very strong in Windsor? Yes, it does indeed.
493. Is it political feeling? All the political feeling I would not value so much as the unquestionable name of Cope being in the affair.
494. Are you able to understand the political principles that guide these parties? Yes.
495. Can you discover any principle? Yes, I was opposed to Mr. Dalley. I would not think of hiding my feelings. You would find about twenty who would support Mr. McQuade's views —
496. You mean who would support Mr. McQuade? You heard him say yesterday he hoped he would never be on my side. There is only one thing that grieves me, and that is, that there should be a personal feeling.
497. You think personal feeling has been brought into the matter? Only on Mr. Cope's part.
498. *By Mr. Stewart:* From the opportunity you have had of judging since, I think you say that in your opinion not more than four or five of those who received relief were improperly relieved? Of those I relieved I think I may congratulate myself that there are not more than four or five whom I would not relieve again under similar circumstances.
499. The number you refused were persons who made personal applications? No; although I made it a rule to have recommendations, I did not ignore my position, for I was allowed to afford relief on my own judgment.
500. These you did refuse were persons who were not recommended? Before refusing them I sought the opinion of Mr. Ascough, and of Mr. Sydney Scarvell, so that the parties were not refused until every inquiry had been made to see whether they were entitled to relief or not.
501. *By Mr. Walker:* Do you know the population of the District of Windsor? I think 9,700.
502. That is the police district? Yes.
503. Your jurisdiction extended over the whole of that district? It did, from Penrith and Richmond to Parramatta and McDonald River Districts.
504. Can you state the extent, the length, and breadth of your district? Thirty-five miles, by seven or eight.
505. Were the parties you have mentioned living in various parts of that extensive district? Yes.
506. Was it possible for you to know the circumstances of the great majority of these persons? You never can tell, for persons may have mortgages on their properties, and yet present a fair appearance.
507. Do you know how many of these persons were recommended by Mr. McQuade? A great number; unfortunately several of these are persons whose recommendations have been omitted in the list.
508. Was the Bench of Magistrates called upon at all to get recommendations? Not at all. Anticipating something of this kind, I was extremely cautious, and I said to Mr. Ascough, "We have a most unpleasant and invidious task to perform, unless we are very careful. Remember, we have enemies, and I advise you to be cautious." I have since spoken to Mr. Ascough about it, and have said, "Is it not fortunate that we obtained recommendations?"
509. Some labourers appear to have been relieved—on what principle was relief given? If I could trace that the party was in suffering or distress—unless he were a single man—if the applicant had a wife and children, I would relieve him at all hazards.
510. That is, if he were in distress in consequence of the floods? Yes, directly or indirectly. I did pause before I adopted that principle; but when I had the approval of a good man like Mr. Tebbutt, I felt that I could not be wrong. He said, "Relieve them in such cases; if a poor man is bringing in bread for his children by his labour upon the roads, which are flooded, he may suffer as much by the loss of his labour as another would by the loss of a thousand bushels of corn."
511. You mentioned the case of Daniel Cunneen—was there a recommendation in that case? Yes; but I should not have asked for one, at all events. He has a farm on the road, a very poor one. He was recommended by Christopher May and J. Pendergast.
512. That is no relation of the Member—not a brother? No; I believe he lays claim to be a fifteenth cousin, or something of that kind.
513. He lives at Eastern Creek? I think he was formerly clearing off part of his relation's farm.
514. Mr. McQuade made a statement that from one end of the district to the other the public generally

generally were very indignant at the distribution of this fund? I believe that, under the influence of political feeling, Mr. McQuade loses the attributes of a human being, and assumes the characteristics of the gorilla. H. Day, Esq.,
M.D., J.P.

515. From your knowledge of public opinion should you say the public generally are dissatisfied? Most unquestionably not—about twenty of those who belong to his party may be so. 26 Sept., 1861.

516. Is the public generally dissatisfied? A public meeting will soon answer that question; I believe you will find where one is dissatisfied two hundred are pleased.

517. Is there some talk of a public meeting to express indignation at this inquiry? Yes, many have spoken to me about, but I have declined to take part in it, as I have had trouble and bother enough. Perhaps about one in two hundred are opposed to us. I may be wrong; but I will say that I believe where one thinks that way there are fifty the other, throughout the district.

518. Is the William White, who received relief, on the Windsor Electoral Roll? No, he is a Richmond Bottom's man—he is not an elector of Windsor.

519. If it has been stated that he is so, is that incorrect? As much incorrect as many other things I have heard.

520. Do you know anything of this man, Lillis? He ought not to have been relieved.

521. Did you relieve him? I do not know whether I did relieve him or not; if I did, it was a mistake.

522. Mr. Cope mentioned the Rev. Mr. Adams' name—did you meet Mr. Adams in my presence lately? I did.

523. When? On Monday afternoon.

524. On what occasion was that? A meeting of the Committee formed for the reception of His Excellency on his coming visit to Windsor.

525. Will you state to the Committee the substance of Mr. Adams' remarks? He condemned, in unmeasured terms, the persons who were bringing forward these charges against Mr. Ascough and myself. There were three or four persons present near us.

526. Did you hear the expression "spite" used? Yes, I did; "spite and bad feeling" He said, "I think when I come to look through the matter, and consider that nearly four hundred people were relieved, that very few mistakes have been made, and I do not know how you got through with it."

527. You had in a considerable number of recommendations that were inadvertently omitted in the original Return? Yes, and I think I shall be able to find a few more.

528. You did not, I suppose, take the care of these documents—you would have done if you had been called upon in the first instance to obtain recommendations? I did at first; but when I thought the thing was all dropped I might have put some here and others there, still having my eye to them, but not so careful of them as at first.

529. How long is it since this relief was distributed? Nine months ago. If these had been called for within the first two months they would have been all forthcoming—at my fingers' ends—but after a while there was not so much care taken of them; I expected for the first few months there would have been some action taken.

530. Did you hear any reason assigned? It was said that the matter should not rest till Mr. Ascough and myself were struck off the Commission of the Peace.

531. Who said that? John McQuade.

532. *By Mr. Forster:* Did he tell you that? No, he said the opposition was not directed against me.

533. *By Mr. Walker:* Do you believe there is a feeling of that kind? I could swear to that from the actions and conduct I have seen and heard. I can bring plenty of witnesses before whom that has been said.

534. Do you believe that Mr. Ascough intended any discourtesy to you when he changed your order? I do; and I told him so at the time.

535. Have you believed so since it has been explained? My words were, "You have done wrong?" He said, "Your words are uncalled for." I said, "If you think that is wrong, this is worse; I consider it ungentlemanly." Since then I have had reason to believe that he was actuated by the feeling that the woman had a large family. That, however, is a matter between him and myself.

APPENDIX.

My dear Day,

The bearer, Robert Wood, has called upon me as an applicant for relief.

From what he says, I think he ought to be relieved, and if you agree with me, I would suggest, say—

200 lbs. Flour.
20 " Sugar.
4 " Tea.

Yours truly,
JAMES ASCOUGH.

P.S.—There is a man named Faucett with Wood; I can collect nothing satisfactory from him. Do you know anything about him?

WEDNESDAY,

WEDNESDAY, 2 OCTOBER, 1861.

Present:—

MR. CUNNEEN,

MR. FORSTER,

MR. STEWART.

R. DRIVER, ESQ., IN THE CHAIR.

Mr. John Frederick Jones called in and examined:—

- J. F. Jones, Esq.
2 Oct., 1861.
536. *By the Chairman:* You are a storekeeper in Windsor? A chemist, druggist, and storekeeper.
537. How long have you resided in the district? In Windsor about two years and a half.
538. Do you recollect the relief being distributed by the Bench of Magistrates to the sufferers by the flood? Yes.
539. Did you contract for, or supply any of the goods to the Bench of Magistrates? Yes, I supplied some small portion.
540. Have you any idea as to the amount of your contract? £31 something.
541. Have you seen the Returns sent in from the Bench of Magistrates? I have.
542. Is it your opinion that that relief has been properly or improperly distributed by the Bench of Magistrates? I think it might perhaps have been a little better distributed, but I think on the whole it was pretty fairly distributed as far as I know of it. I merely supplied tea and sugar in very small quantities.
543. Then you only speak now as to the goods you yourself supplied? Yes.
544. Not as to the whole of the cases stated in the Return? Of course I do not know what the other parties supplied, they would know better themselves.
545. The Committee have heard that you recommended a Mrs. Arnold for relief—have you any objection to state under what circumstances you gave her a recommendation? I knew the woman from having come to my shop several times, and she said she had lost considerably by the flood; of course, therefore, I recommended her.
546. Upon her own statement? Certainly.
547. I suppose you had no reason to doubt the truth of that statement? No.
548. Had you known her for any time? Yes; she had come backward and forward for some time. They appeared to me to be needy, poor people; at least people who were working on small means.
549. Did you know this of your own knowledge, or from what she told you? From what she told me.
550. Had you any conversation yesterday or on Monday with any person at Windsor upon this subject? No.
551. Did you tell any person on Monday that you did not know Mrs. Arnold, but that you gave her the recommendation merely upon her own statement? No. I may have said something similar to what I have stated now; I am not quite certain.
552. It would have been impossible for you to have told that to any person if you had no conversation? I may have spoken in the shop to some one; I am not quite certain. In the course of business sometimes we converse with different persons.
553. *By Mr. Forster:* You have not heard in the district any expression of dissatisfaction as to the way in which this relief was distributed? I have heard several complain.
554. Your opinion appears to have been that there was no good ground for any general dissatisfaction? Of course I cannot speak generally; the quantity I distributed did not appear to be at all out of proportion to the people.
555. You do not think there were numerous cases of improper relief? I think not; not that came under my observation. Of course I have heard different people talking about it, and representing it as such; but in my opinion there has been a good deal of political feeling in the matter.
556. Do you mean that political feeling has coloured the statements or affected the distribution? It might have affected the distribution, but I am not aware of it in my own case.
557. You have no reason to believe there was anything wrong, though mistakes might have been made? There might have been mistakes.
558. You are not aware of that? I am not.
559. As far as the matter came under your observation you think the relief was properly distributed? Yes; one or two may have obtained relief who should not have had it, but when such a multitude of people were to be relieved it was almost impossible to prevent that.
560. Do you know the Magistrates of the district personally? Yes.
561. Have you every confidence in their fair treatment in a matter of this kind? I would, so far as I know them.
562. Did any persons apply to you to be recommended whom you did not recommend? Yes, a great number; I only recommended some four.
563. Then you refused to recommend them because you thought them not proper persons for relief? I refused to recommend them, not knowing them.
564. Although not knowing whether they were proper persons or not? Yes.
565. Did it come within your knowledge whether any of these persons were recommended afterwards? Yes, they were.
566. *By Mr. Cunneen:* What arrangement did the Magistrates make with the storekeepers who supplied the goods for distribution? They called for tenders.
567. Did the parties who offered to supply at the lowest price obtain the contract? I think there were four storekeepers who tendered, and their prices were so very near each other that

that they were considered to be almost equal, and it was agreed to give them each a proportion. If that were the case mine was a very small one.

568. Then, in the case of tea and sugar, for instance, instead of accepting the lowest tender the purchases were divided among the four storekeepers? Yes.

569. Still there was a difference in the prices, some one of these four parties would have supplied the goods at a lower rate than the others? That I am not aware.

570. You are not aware that some tenders were lower than others? No.

571. Do you think at that time there were four hundred people in want of immediate assistance? Really I cannot say; I am not sufficiently acquainted with the district to answer the question. There were men thrown out of employment in consequence of the flood, who were not really farmers; many who were employed by the farmers—poor people—and I think it was these who were chiefly supplied with tea and sugar in small quantities. I do not know what else they got; I suppose they got flour. The tea and sugar amounted to a mere trifle.

572. *By the Chairman:* You are on very friendly terms with the Magistrates there? Well I am on friendly terms certainly, but there is nothing at all intimate between us.

573. You know that a general election was impending when this relief was being granted? Yes.

574. And all you have stated merely relates to your knowledge of parties in cases where you supplied relief? Certainly.

Mr. J. F.
Jones.

2 Oct., 1861.

Mr. John Armstrong Dawson called in and examined:—

575. *By the Chairman:* You reside in Windsor? Yes.

576. You carry on business there? I do, as draper and grocer.

577. Do you recollect relief being granted to sufferers by flood in that district? I do.

578. Did you contract for the supply of goods to be distributed? Yes, for a portion of the relief that was administered.

579. Has your attention been at all directed to the Return sent by the Bench of Magistrates, with reference to the relief? I have not seen any Return.

580. Are you aware, from your own knowledge, as to how that relief was distributed? I am only aware as to how it was distributed, as far as I gave it myself. I can give no information as to what others supplied. I can supply the names supplied by me; there were many I did not know, for I am a comparative stranger in the district. I have been there not more than four years; and there are many I do not know at all as to their circumstances.

581. Have you heard any complaints made by the older residents in the district, of the distribution? I never heard of any complaints in the town, except from one, and that was from hearsay. I never heard any settlers or business people in the town complaining, though I have heard them comment upon the remarks made by Mr. M'Quade. That is the only thing I ever heard.

582. At the time this relief was being granted was there not a strong canvas in Windsor for the election of a member to serve in Parliament? On or about the time I think it was.

583. Your name appeared to the requisition of Mr. Walker, did it not? No; in fact I was rather opposed to Mr. Walker. I put my name down to the requisition to Mr. Byrnes, but afterwards I did not vote for any one, and I got a good deal of ill feeling for not voting. It was in consequence of the bad feeling in the town that I withdrew from the contest altogether, and took no interest in it.

584. You say you have heard no complaint of the conduct of the Magistrates, except from hearsay? Never. I believe, myself, the whole thing proceeded from Mr. M'Quade; he was the person who got it up; and I never heard the slightest dissatisfaction expressed, except what came from that quarter, and one or two persons mixed up with him.

585. Do you know Mr. Joseph Cope, of Windsor? Yes.

586. He is a very respectable man I believe? Yes.

587. One not likely to be influenced by anything Mr. M'Quade might say? No.

588. Do you know Mr. Moses, of Windsor? Yes.

589. Is not he one of the most respectable men in Windsor? As respectable as any business man in Windsor.

590. Mr. Laverack is also a respectable man? Yes.

591. One not likely to be influenced by Mr. M'Quade? No.

592. Do you know Mr. Dick, the postmaster? Yes.

593. Is he one not likely to be influenced by Mr. M'Quade? Yes. The parties you have named are of high character and standing as business men.

594. Very old inhabitants of the place? Yes, they are, I believe.

595. Of far longer standing than yourself? Of course they have had more experience of the district. I stated at starting that my experience was limited; that I had been but four years in the district.

596. You yourself have every confidence in the Magistrates in the distribution of this relief? I have no reason to have any other opinion than that they were acting from a feeling of sympathy towards the sufferers.

597. Have you had any conversation with any persons in Windsor as to your examination? Yes; indeed it has been talked about all over the town by everybody.

598. Have you seen Mr. Ascough or Dr. Day within the last two days? Yes, I think I have, for Dr. Day is attending my wife at present, who is in a very bad state of health.

599. Did you see either of them on Monday last? I think I did.

Mr. J. A.
Dawson.

2 Oct., 1861.

- Mr. J. A. Dawson.
2 Oct., 1861.
600. Had you any conversation with them at that time? Yes; Dr. Day asked me if I had got a summons to attend the Committee, as he thought I should be summoned, Mr. Cope having stated that it was necessary the contractors should be examined.
601. *By Mr. Forster*: Did any large number of persons apply to you for recommendations? Some applied to me, but I did not give any recommendations.
602. What was your reason for declining—that you did not know the circumstances of the applicants? My reply was this: “I am a contractor for a portion of this relief, and a recommendation coming from me would not look well; it would seem like recommending customers ‘for my own shop,—getting grist for my own mill.’” I believe some of these persons afterwards got recommendations from others, and were deserving; they came from Freeman’s Reach.
603. Do you think any, or many, improper recommendations were given? I believe there were some, but not many that I am aware of.
604. That would not affect the position of the Magistrates; they might be under mistake as to the circumstances of the parties? Unquestionably. I do not think relief can be given on a large scale without some improper persons being relieved. I recollect being on a committee at the time of the potato blight in Ireland, when there were relief committees, soup funds, and other means for relieving the distress in all directions, and I know we were imposed upon to a great extent. It was not the money of the country or of the Government that we were then distributing, but our own funds, and, notwithstanding that, we were economizing and doing the best we could with it, we were imposed upon. I believe that relief cannot be administered upon a large scale, and particularly in the hurried manner necessary in this instance, without cases of imposition.
605. *By Mr. Stewart*: It did not come to your knowledge that any improper persons had received relief? There were one or two persons in the town who certainly did not lose anything by the flood, but they suffered indirectly; some were put out of their houses by the flood, and they had nothing but what was in them to lose, and others were thrown out of employment. They were sufferers to a small extent indirectly.
606. Then, as far as it came under your knowledge, the parties receiving relief were persons who actually suffered by the flood? Yes.
607. Did it come to your knowledge, through other persons better acquainted with the district, that any large number received relief who were not entitled to it? No; I heard no complaint at all till after, not even indirectly.
608. At the time the opinion was that the relief was needed? Yes.

WEDNESDAY, 9 OCTOBER, 1861.

Present:—

MR. CUNNEEN, | MR. FORSTER,
MR. STEWART.

R. DRIVER, ESQ., IN THE CHAIR.

Mr. Henry Moses called in and examined:—

- Mr. Henry Moses.
9 Oct., 1861.
609. *By the Chairman*: You are a resident of Windsor? Yes.
610. And have been so for several years, I believe? Yes.
611. Do you recollect the distribution of relief to the sufferers by the flood at Windsor? Yes.
612. Have you seen the Return from the Bench of Magistrates in that District, with reference to that subject? Yes.
613. Have you looked into it at all? Yes; I went through it two or three times.
614. Can you state of your own knowledge whether any objection exists in the minds of the people at Windsor, or whether any objection has been taken, as to the manner in which the relief has been distributed? Yes; I have, on several occasions, heard persons speak of the way it was used; they have stated that it was given to persons living in the town, where the flood did not reach, and who were in constant employment.
615. Men you say who were in constant employment in the town of Windsor? In the town of Windsor.
616. Can you name any such persons? Yes; Brooks and Johnston.
617. Are they two men living in the town? Yes; one of them was in my employment for a length of time, and he had not been out of it long, not more than three weeks or a month; and he was afterwards in the employment of the other miller opposite, from whom, I believe, he got a recommendation.
618. Did he suffer any loss from the floods? He could not have suffered any. He is back in my employment now.
619. Was he a man well known to the Magistrates? He must have been well known.
620. And they also could know that he was in constant employment? Well, I should think they would know it as well as I did. It is a small place, and they must have known most men as well as myself.
621. I believe you contracted for a part of the supplies? Yes; I supplied part of the flour.
622. Can you name any other persons resident in the town of Windsor who received relief, and to whom objection can be taken? Yes; a man named Forrester; I think all the laundresses in Windsor received relief; I do not know why.
623. Have you heard of a man named Flood? Yes; Michael Flood; he is a boot-maker.
624. Living in the town of Windsor? Yes.

625.

625. Did he lose anything by the flood? No; the flood came up to the houses in one of which he was living, and he perhaps had to move out; but he could not have lost anything.
626. At the time this relief was being distributed was any canvass being made on behalf of any person for a seat in the Legislative Assembly? They were getting up a requisition to Mr. Walker; at that time I do not think Mr. Byrnes was in the field.
627. Did two Magistrates (Dr. Day and Mr. Ascough) take any part in the proceedings? Mr. Ascough took a leading part; I think he went round with the requisition in the interest of Mr. Walker.
628. Were any of the persons you have named on the electoral roll for the District of Windsor? Yes; Johnston's name is on the electoral roll; and Flood's, I believe; I do not know whether Forrester is on the roll or not.
629. You say you have heard complaints in the town of Windsor as to the mode in which relief was distributed; were the circumstances of the persons objected to known to Mr. Ascough or Dr. Day? The circumstances of some of the farmers were objected to; some of them being freeholders, being well in; but I spoke of men in town, who were only tradesmen or labourers.
630. Were their circumstances known to the Magistrates? Yes; they must have been.
631. Can you state the general opinion in the district as to the mode in which this relief was distributed? Yes, that it was not satisfactorily distributed.
632. Have you any reason to believe that the mode in which the relief was distributed affected the election in Windsor? I think so.
633. You are on intimate terms with Dr. Day and Mr. Ascough are you not? On very intimate terms with Dr. Day, and friends with Mr. Ascough—we never had a quarrel.
634. *By Mr. Forster:* What is your opinion of the general feeling as to this distribution—is there any general impression either that it was fairly or unfairly distributed? That it was unfairly distributed; that it was given to parties who had not suffered by the flood, and to whom it should not have been given.
635. Do you think there is a strong feeling to that effect? The feeling has now passed away, but for some time after the distribution the feeling was very strong.
636. Did many persons apply to you for a recommendation? Several.
637. Did you make many or any recommendations? Not any, being a contractor.
638. Were those applications made by parties not properly entitled to receive relief? Mostly farmers who had suffered.
639. Did any persons apply to you who, from your knowledge of their circumstances, you thought were not entitled to relief? No, I think not, on the last distribution.
640. You state pretty broadly that a number of persons were improperly relieved? Yes.
641. Do you blame the Magistrates or the persons recommending for this? In some cases the persons recommending; in others, the Magistrates. In most cases the Magistrates knew the applicants as well as the parties recommending.
642. Can you name any of those cases where the Magistrates knew the parties, and ought not to have given relief? Yes; the cases of Brooks and Johnston.
643. Can you name any others? Yes; Flood.
644. Will you mention all the cases of a similar kind within your knowledge? Lucy Carroll, Mrs. Enright, Henry Featherstone, Michael Flood, Mrs. Forster, and Mrs. Johnston.
645. *By the Chairman:* Are those the whole of the names you can find in the list? Yes.
646. *By Mr. Forster:* In those cases you think the Magistrates ought to have known the circumstances of the parties? Yes.
647. Have you any reason to believe that, supposing your statement is correct, that the relief was improperly distributed in those cases, that it was on the part of the Magistrates anything more than an error of judgment; or do you think it arose from any other influence? I cannot think it arose from error of judgment, the Magistrates knowing the parties so well.
648. Do you attribute the improper distribution to political influence, or to personal partiality, apart from politics? I could not say.
649. Did you ever, by looking at the cases, notice any connection between the politics of the parties to whom the relief was distributed, and those of the parties distributing? Yes, in the case of Brooks; he was recommended by a party who was a great supporter of Mr. Walker at the time of the canvass.
650. Have you any reason to believe these Magistrates would not have given relief to parties whom they supposed to be opposed to them? I heard one person complain that parties around him, who had suffered in the same way as himself, had received relief; but because he would not put his name to a requisition it was refused to him. That was Langton; he is a brickmaker, and lost his bricks the same as McKellar, and—
651. Was that a case requiring relief? I do not think he was in want; he lost something by the flood.
652. What he complained of was, that others in a similar position to himself had obtained relief, while it was refused to him? Yes.
653. Was he on the side of the Magistrates? No; opposed to them.
654. Can you state at all what principle separates these two parties at Windsor—are they two political parties? One party is supposed to be supporting the Government in office, and the other is opposed to it.
655. Which party do the Magistrates support? The opposing party.
656. Then there could have been no Government influence brought to bear upon this distribution? I think the influence was used the other way, if at all.
657. *By Mr. Stewart:* You are not aware of any cases where parties entitled to relief have been refused because they would not sign the requisition? No.
658. The party to whom you have referred considered himself equally entitled to receive relief with others to whom it had been given? Yes.
- 659.

Mr. Henry
Moses.

9 Oct., 1861.

- Mr. Henry Moscs. 659. In the cases you have referred to, you think the Magistrates must have known these people had not suffered by the floods? Yes.
- 9 Oct., 1861. 660. Do you know by whom they were recommended? Brooks was recommended by Henry Forrester, and Flood by George Seymour.
661. Are those both residents in Windsor? Seymour is father-in-law of Flood, and Mr. Forrester is a resident of Windsor.
662. And they must have recommended these persons knowing they had not suffered? Yes. They must have known that they had not suffered from the floods, and I think Mr. Forrester must have known Brooks was in employment at the time.
663. As far as you know, was it the general feeling in Windsor that only those persons who had suffered losses by the flood were entitled to relief? Yes.
664. That was the general impression? Yes.
665. The feeling was rather unfavourable to those receiving relief who had not so suffered? Yes.
666. *By Mr. Cunneen*: The man you spoke of who was in your employ lost no property by the flood? No.
667. Was he thrown out of employment by the flood? No; he was in my employ for a time, and then he went to Mr. Hopkins. He received from me a regular salary of £2 10s. a week, and made £1 5s. overtime.
668. In the other cases you have referred to you are aware the parties lost no property by the flood? They could not have lost any.
669. And they were not thrown out of employment through the flood? I do not know how a boot-maker could be thrown out of employment.
670. You do not think any of them were thrown out of employment? No.
671. Then they suffered neither directly nor indirectly? No.
672. *By the Chairman*: Have you anything further you desire to state to the Committee upon the subject, by way of explanation? No; I have nothing more to say.
673. Do you know a person of the name of James Winton, who recommended several persons? Yes.
674. Is he related to any of the contractors? Yes; he is related to Mr. Hopkins.
675. Flood was recommended by his father-in-law? Yes.
676. Was his father-in-law an elector of Windsor? Yes.
677. Most of the persons you object to were recommended by electors of the town? Flood was recommended by an elector, and so also was Brooks.
678. Did the whole of the parties you have named support the magisterial candidate on that occasion? It is hard to say how people vote now.
679. I mean as far as you can judge from electioneering meetings? I believe Flood did.
680. He is well known as an out-and-out supporter of theirs? Yes; he pretended to support the other party, but I believe that was only to lead them astray.
681. *By Mr. Cunneen*: In your opinion did the Magistrates of Windsor use any undue influence on account of their position, to forward political interests at elections? Not that I am aware of.
682. *By the Chairman*: In point of fact, do the Magistrates enjoy the confidence of the people of your district? No, they do not.
683. Can you suggest the names of any persons in your district who would be likely to afford information to this Committee upon the subject of their inquiry? Mr. David Cobercroft, of Richmond; and, I think, the contractors, Messrs. Dick and Laverack.

TUESDAY, 15 OCTOBER, 1861.

Present:—

Mr. CUNNEEN,	|	Mr. LEARY,
Mr. FORSTER,	|	Mr. WALKER.

R. DRIVER, ESQ., IN THE CHAIR.

Mr. John Bolton Laverack called in and examined:—

- Mr. J. B. Laverack. 684. *By the Chairman*: You are resident at Windsor? I am.
- 15 Oct., 1861. 685. Have you been in business there some years? Yes; some fifteen or sixteen years.
686. Do you recollect the last flood at Windsor, when the relief was distributed? I do.
687. Has your attention been directed to the Return sent in by the Magistrates? It has.
688. Have you heard any complaints in the district as to the distribution of the relief? I have.
689. From persons living in the district? From residents in the district.
690. Have you any objection to the distribution? None myself, personally.
691. Can you state what were the objections made to the manner in which the relief was distributed? Relief was given where it ought not to have been given in several instances, but I think it was done out of good nature more than anything else.
692. Could you yourself point out any objectionable names on the list? If you will ask me any questions I will answer them.
693. Do you find there the name of Lucy Carroll? Yes; the name of Lucy Carroll is on the list.

694. Do you know Edward Enhall, the person recommending her? I do.
695. What is he? A labouring man.
696. Living in the town of Windsor? He is at present; he has not been there very long; he is a man who has been working on the roads, under one of the contractors.
697. Do you know Mrs. Enright? I do.
698. Do you consider her a proper person to obtain relief from a fund of this sort? No; for she has an income; she has a small farm for which she receives £24 or £25 a-year rental.
699. Did you hear any complaints either before or immediately after the last election of a number of the electors having received relief? Yes, I did; it was common conversation in the town.
700. Do you think it had any effect upon the result of the election at all? I cannot say; it is supposed it had.
701. Is that by many of the residents of Windsor? By many of the residents of Windsor it is supposed it had an influence upon the election.
702. Do you know P. Byrnes? There are two P. Byrnes', father and son.
703. In what circumstances are those persons? P. Byrnes is, I consider, an independent man; he is farming, and has town properties.
704. Do you know G. North? He is a man in very good circumstances.
705. Do you know George Wood? I do.
706. Do you know anything of his circumstances? Yes; I have always considered him to be in good circumstances. He purchased a farm at one of my sales two or three years ago, at from £1,500 to £2,000.
707. There are two or three persons of the name of Vaughan on the list? Yes.
708. Do you know their circumstances? They are washerwomen or needlewomen living in the town.
709. Do you know Mrs. Barker mentioned in that Return? There are several of that name, I do not know which this alludes to—at least there are two to my knowledge in Windsor; if it alludes to Mrs. Charles Barker she ought not to have received it, but I do not think it does.
710. There is the name of James Shepherd there? He does not reside in, but about three miles from, Windsor.
711. Had he not one of the best crops in the district? Not one of the best crops in the district, but one of the best crops that has ever been grown on the land cultivated by him. It is land that would never grow a good crop.
712. Were most of the persons whose names have now been mentioned, well known to Messrs. Ascough and Day? They had the same opportunity of knowing them as others, they having been resident in the district so long. Both Mr. Ascough and Dr. Day have been resident there many years, and had a good opportunity of knowing the circumstances of the people.
713. Could they by the exercise of ordinary care have known the circumstances of these persons? Yes, they might if they had used a little exertion in making inquiry.
714. Can you yourself point out any other names than those I have mentioned? I have not looked carefully over the list; if any questions are put to me I will answer them with pleasure.
715. *By Mr. Forster:* Are you aware of the amount of the income of Mrs. Enright? I think from £20 to £25 from rent. I know it from this circumstance, that when I was going down the river twelve months ago, she, or rather her son, asked me if I would call and ask for half-a-year's rent then due. That was about Christmas, the time of this relief.
716. Do you know what led to her receiving relief? No.
717. You have no idea of what influence was brought to bear? No; at that time I know she was very ill.
718. Are you aware whether any of these parties who received relief had any amounts lodged in the Savings' Bank? I am not aware; of my own knowledge I can state that North offered £700 for a house some time back, and that he purchased a property in Windsor about two years ago, and has been making improvements upon it. He offered £700 for a house, and I sold it for £800 the other day.
719. You seem to have come to the conclusion, that whatever errors may have been committed they have arisen from good nature rather than from any improper motive? I think a great many of them have. I know Dr. Day well, and I think a good deal of the relief he has given has been from good nature.
720. The circumstances in which the Magistrates were placed were very difficult, I suppose? Yes, they were.
721. I suppose it would have been almost impossible to distribute this relief without making some mistakes? Yes, but some of the mistakes were very glaring; they must have known the circumstances of some of these parties, for instance the party I have just mentioned—North.
722. Did people come to you to be recommended? Yes, several, and I recommended one, the tenant of a farm for which I am agent, and I knew she suffered severely.
723. Then you did not refuse to recommend on the ground that the parties were not entitled, or that you did not know their circumstances? No, I knew their circumstances, but declined because I did know their circumstances.
724. Do you know whether any of those you declined to recommend got relief afterwards? Yes.
725. Could you name any of those persons? There were several whom I refused and who got relief afterwards, but I should not like to mention their names.
726. Are you aware whether in those cases the parties got recommendations from other persons, or whether they obtained relief without? I see that some got recommendations.

Mr. J. B.
Laverack.

15 Oct., 1861.

- Mr. J. B. Laverack.
15 Oct., 1861.
727. Have you any reason to suppose that there was any political influence at work in this matter? I have not myself, but it was reported so at the time. I thought it was done out of good nature.
728. Do you take any part in politics? Not much; I was polling clerk at the last election.
729. There is a good deal of strong party feeling at Windsor? Yes.
730. Are you able to distinguish the principle that divides the parties? No.
731. *By Mr. Leary*: In reference to the person North—will you look at the Return, and see who recommended North? James Bourke.
732. Is James Bourke a respectable individual? Yes; the owner of a large property in Windsor.
733. Are you aware whether this person, North's, circumstances were within the knowledge of the Magistrates who granted the relief? I think they must have known, for he purchased this property and has been improving, and it is close to the residence of one of the parties. North is a man well known in the district.
734. He lives on his farm? Yes, and is a carrier as well.
735. Did he lose any of his crops by reason of the floods? Yes, he lost his crop by every flood.
736. You think the Magistrates must have known; but is it not quite possible they did not know? I think his circumstances are well known by almost every individual in Windsor; he is known to be a man very snug.
737. *By Mr. Walker*: Do you notice in the Return that the name is Mrs. North? Yes.
738. Do you know whether Mrs. North's husband was at home at the time this relief was given? I think he was not; I think he was up the country at the time.
739. Do you know whether North allows his wife the use of his means to any extent? I know nothing at all of his private affairs.
740. Have you heard, or do you know, that she stated to the Magistrate who granted her relief, that her husband was up the country, that she was in great distress and could not get assistance? I have heard that reported.
741. She was flooded out, was she not? I believe she had to remove; in fact I know all the parties about there had.
742. Can you take upon yourself to say that the Magistrate knew Gifford North's circumstances as well as you do? I cannot say; it is impossible for me to say what he knew, but I should say from the long time the Magistrates have been resident there, they must have known he was a man in easy circumstances. Windsor is a place where every man knows his neighbour's affairs pretty well.
743. Mrs. Enright, is she not apparently in very poor and needy circumstances? Yes, she is; but she cannot be very destitute, as she gets assistance from her husband. This I know, for she has received money from him at times through me.
744. How long ago? About eight or nine months; just about the time relief was given.
745. She has a number of young children, has she not? She has two at home; she has more, but they are not at home.
746. P. Byrnes, you say, you consider an independent man? I consider him in very easy circumstances.
747. Are you aware of the state of his means? From twelve to eighteen months ago he put a property in George-street, Windsor, into my hands for sale, and would not take under £1,000 for it.
748. You do not know whether that property is encumbered or not? Still those were his instructions, and if I did not get £1,000 I was not to sell it. He gave a portion of that to his son.
749. He was all flooded out? Yes, but the farm he resided upon was his own.
750. George Wood's farm was all flooded, was it not? Not the whole; a great portion was.
751. You say you recommended Mrs. Horan? Yes.
752. That Mrs. Horan is not the wife of an elector of Windsor? No, she is a widow at Cattai Creek.
753. Then if it has been stated that this Mrs. Horan's husband is an elector at Windsor, that is not correct? It is not; there is but one Mrs. Horan on the list, and I recommended her; she is also known by the name of Mrs. Dunn.
754. I think you stated that you did not complain of the way this relief had been distributed generally? There are several cases which ought not to have been relieved.
755. Taken as a whole? I think more care might have been used in distributing the relief. There are several I should have objected to, more especially those in Windsor. I do not consider that the relief was intended for those who did not suffer by the flood. Many of those who were relieved were in better circumstances than those who recommended them.
756. Will you mention these "many"? William Constable, recommended by Patrick Molloy. Constable is put down as a labourer; he is a wheelwright. Molloy is a publican. Isaac Cook, recommended by John Ryan; Cook has a fine farm of his own; Ryan has not. If I went through the list I have no doubt I could find plenty.
757. Is Molloy a publican and freeholder? He is; and I daresay you know as well as I do his circumstances. Constable is a man of no family, and a good tradesman.
758. Is he a freeholder? I do not know whether he is or not. Cook is a freeholder, or rather he was, for he is dead now; he is recommended by John Ryan. Here is also a Mrs. Cook, recommended by Charles Gardner; I do not know whether it is the same.
759. *By the Chairman*: Do you know the date of the flood, for which the relief was distributed? I do not know the exact date.

Mr. Robert Dick called in and examined:—

760. *By the Chairman:* You are Postmaster at Windsor? Yes.
761. And have been residing there some time? Yes, a very long time.
762. Do you recollect the flood in Windsor, when relief was distributed to the sufferers? Yes.
763. Has your attention been directed to the Return furnished by the Magistrates? My attention was drawn to it in the first instance by Mr. Cope, not otherwise.
764. You have not carefully looked into it? I never have looked into it at all; I never had a copy of the list.
765. Have you heard any complaints in the town of Windsor relative to the distribution? Certain complaints have been made.
766. Do you know the nature of the complaints? The complaints, so far as I could understand, were that persons had got relief who were not deserving of it, who had not suffered directly from the floods.
767. You cannot state of your own knowledge whether those persons obtained relief or not? The only person I supplied with relief, as a contractor, who I thought did not require it, was Carroll.
768. Lucy Carroll? That is the only one supplied by me who I thought was not entitled to relief; I did not think she had suffered by the flood.
769. Do you know a person named Bell? I do, well.
770. In Windsor? Yes.
771. Did you hear anyone mention a conversation between Bell and a gentleman in Windsor about his applying for relief? No, I did not. Bell spoke about it himself to me on my verandah, and, as a Scotchman, I said I did not think he ought to have taken relief, because I did not think he was entitled to it. I believe Dr. Day told him he ought to take it. He had an acre of land from Mrs. McGrath, and he lost all that he had upon the acre; but I told him I did not think he was entitled to take it. No gentleman ever spoke to me about the matter.
772. You must have misunderstood my question —? There was no conversation whatever between me and any other person about it.
773. In looking through this report do you consider any number of persons have received assistance who were not entitled to it? I do not see any excepting this Mrs. North, if that is Gifford North's wife, and Mrs. Sillis, who are not entitled; they had other means of obtaining what they needed.
774. *By Mr. Walker:* You do not think there are any besides Mrs. North and Mrs. Sillis? No.
775. *By the Chairman:* Do you remember the date of the flood? No; but I know it was a long time ago.
776. Are you not aware that at the time this relief was given there was an active canvass going on? No, for I have had nothing to do with politics since the first election; from the ill feeling then exhibited I have kept aloof.
777. I do not ask you whether you took any part in it, but do you not know that there was a strong canvass? No, for on a previous occasion I was asked to sign a requisition, and I declined; and therefore, I suppose, I was not called upon at this time. I was not aware that any such requisition was in existence.
778. *By Mr. Forster:* Are you aware whether any of these parties who have been relieved, have amounts lodged in the Savings' Bank? I do not know it of my own knowledge. I know North has funds, but not lodged in the Savings' Bank.
779. You know he has funds? Yes.
780. You state that of your own knowledge? Yes.
781. Had he at the time of receiving relief? Yes; I questioned North about the matter shortly after; he said he was at the time up the country, and he was very much annoyed at his wife receiving the relief. He said he was not at home, and when he came home he was very much annoyed to find she had received relief.
782. Are you aware whether he returned it? He did not.
783. He made no attempt? No attempt; but I dare say if I had asked him to have done so he would; but I thought the persons having supplied it would not take it back.
784. Do you know a person named Enright? I do.
785. A woman? Yes.
786. Are you aware whether she received relief? I believe so.
787. Do you think she was a proper person? I do not think she was entitled to receive it from this fund; but she is nearly blind, her husband had left her, and she had some young children. I do not think that altogether an improper case; it was one that might be given to, although there may be institutions in the town to which she might more properly have applied for relief.
788. Did you make many recommendations yourself? I gave none; several persons came to me for recommendations, but being a contractor I gave none.
789. Did many apply to you? Yes, and people who were worthy to receive relief, but I would not give any on account of being a contractor.
790. Did many come to you who were not entitled? I do not think one.
791. *By Mr. Leary:* You know Mrs. North, I suppose? I do, both Mr. and Mrs.
792. Was the farm of North much flooded? Yes, the whole of it.
793. Do you know how long North was away previous to this flood? He was away loading.
794. Some weeks? Yes, I am sure it must have been; for he could not have returned from the western districts where he was, as the Nepean was swollen.
795. Are you aware whether Mrs. North was in good circumstances at the time? Her husband was.

Mr. Robert
Dick.
15 Oct., 1861.

- Mr. Robert Dick.
15 Oct., 1861.
796. Was she? If she had wanted money, and had come to me, I would have given it her.
797. She held that position? I am sure of that.
798. Do you think the Magistrates knew that? I could not say. I do not think the Magistrates knew the circumstances of the man. I think I am the only person in Windsor who knows his circumstances.
799. *By Mr. Walker:* You have stated that you have heard certain complaints made in reference to that Return? Yes, several.
800. Do you know whether most of the persons who made those complaints are persons who have any good feeling towards the Magistrates? Some of them, perhaps, have not a good feeling towards the Magistrates.
801. You think some of them have a feeling of animosity against them? Some of them, I dare say.
802. Do not you think the Magistrates had a very difficult task? Very much so indeed; I have no doubt about that.
803. Do you think it was possible to avoid some mistakes? I do not; I think if I had been a Magistrate myself I would have looked a good deal to the recommendations sent to me.
804. Do you know whether Mr. M'Quade has a very strong feeling against Mr. Ascough? He had at one time. I do not know what his feeling may be at present, for I have not spoken to Mr. M'Quade latterly.
805. Do you know whether there was any scarcity of flour at that time? There was at the time the orders were first given, because I gave one or two orders to Mr. Moses, and they could not be supplied till the beginning of the following week. He could not supply the demands, they came so quickly upon him.
806. Do you know whether the orders for tea and sugar were distributed equally among the contractors? As far as I can learn. I have heard no complaints from the contractors that one had more than another.
807. You say you have heard complaints from some persons about the distribution of this relief—have you not heard others say that there was no ground for complaint? I think myself there was very little.
808. *By Mr. Leary:* Who was the person who recommended Mrs. North? James Bourke.
809. What position does he hold—is he a respectable man? He is a landed proprietor.
810. If you did not know an individual who applied to you for relief, and such a person were to recommend him, would you give relief? Yes, I would.
811. *By Mr. Walker:* As far as you can ascertain, do you believe the Magistrates were actuated by any political motive? I could not say; not to my knowledge.
812. *By the Chairman:* You say you believe Mr. M'Quade is unfriendly to the Magistrates? At one time I say he was, and I have no reason to believe that the same feeling does not exist at the present moment, but I have not spoken to Mr. M'Quade latterly.
813. You know Mr. M'Quade? Very well.
814. Do you think Mr. M'Quade is a person likely to carry his opposition to such an extent as to make charges against the Magistrates without foundation? I cannot say that.

Mr. David Cobcroft called in and examined:—

- Mr. David Cobcroft.
15 Oct., 1861.
815. *By the Chairman:* You reside in the town of Richmond? Yes.
816. And were formerly resident in Windsor? Yes.
817. Will you look at that Return (*the Return from the Bench of Magistrates*)—have you ever seen that before? Yes, I saw it the other day.
818. Have you looked through it? Yes.
819. Were you residing at Richmond or Windsor at the time of the last flood? At Windsor.
820. Do you think any of the persons relieved by the Bench of Magistrates were not entitled to relief? I do.
821. Can you point out any names? William King.
822. *By Mr. Walker:* He is not on the list? He is, I believe, one of the "bearers." He was about leaving the district at the time he got the relief.
823. *By the Chairman:* You are aware that he obtained relief? Yes.
824. For himself? For himself and wife.
825. From whom? I believe Dr. Day granted it him.
826. Any others? Yes; Peerie Lyons, Mary Rose, Alfred Bushell, Paul Bushell, Mrs. Bushell, George Wood, John Daly, William H. Rose, William Scarf, Robert Smith, Thomas Wood, Mrs. Beeroft, Mrs. Bowers (should be Bowd), William Bragg, William Clarke, George Bushell, John Brown, David Beynon, Bridget Crummy, Mrs. Symons, Joseph Stubbs.
827. Have you heard many complaints made in the district as to the mode in which the relief was distributed? Yes; I heard it was given to anybody who applied for it.
828. In your opinion the persons you have named as having obtained relief were people who did not require it? Yes.
829. Why? Because they had sufficient of their own means, and were not in a state of starvation. They had property of their own.
830. Could the persons granting relief, by the exercise of ordinary care, have ascertained the fact? Yes.
831. Are not many of the persons you have named well known old hands, long resident in the district? Yes.

832. You have mentioned the family of the Bushells? Yes.
833. They are well known? Yes.
834. Do you recollect the date of the flood? No.
835. Was there a strong canvass going on in the town of Windsor at the time this relief was being distributed, or about that time? About that time.
836. Do you know whether any of the persons relieved were residents of the town of Windsor? Yes. I have none upon my list; but they are here upon the printed list.
837. They are upon the electoral roll? Yes.
838. Do you think the mode in which the relief was distributed at all influenced the election? I could hardly say;* it was currently reported such was the case.
839. Can you state, of your own knowledge, if many persons in Windsor were of that opinion? Yes.
840. *By Mr. Forster*: Do you know anything of the actual incomes of these parties; or of the circumstances of these parties who, you say, received relief improperly? Yes, I think I can state.
841. Can you state their circumstances more in detail? William King was a carrier, and was leaving for Bathurst at the time he got relief.
842. Had he a load upon his dray? Yes; and when he got relief he placed it upon his dray.
843. Perhaps he intended to distribute it along the road? I do not think so, unless to himself and wife.
844. Can you name any others? Peerie Lyons; he is a fencer and splitter by trade, in the bush.
845. He could not have lost anything by the flood? No.
846. You are quite certain he did not lose his maul and wedges; or, at all events, mauls and wedges were not the sort of relief afforded to him? No. Alfred Bushell had a freehold farm at Wilberforce.
847. What kind of farm—do you know its extent, and the income it produced? It was a good sized farm.
848. Was it flooded? Part of it; the high parts were not; besides, he had his stock.
849. What should you say his income was? I should say £200 or £300 a-year.†
850. Does he live in pretty good circumstances? Yes, he lives pretty well; he has some fine horses and cattle.
851. He got relief? Yes.
852. Do you know who recommended him? Mr. Edward Robinson.
853. Will you state if Edward Robinson was in better or worse circumstances than the person he recommended? Better.
854. Will you name some other parties? Paul Bushell, he has a freehold farm.
855. What should you say his income was, in round numbers? I could not say exactly.
856. Do you consider him in good circumstances? Yes, his circumstances are pretty nearly the same as his brothers'.
857. Do you know whether he serves on the jury? I am not certain on that point.
858. Do you know if he has any sums in the Savings' Bank? That I cannot say.
859. Can you tell me if any of these parties have sums in the Savings' Bank? It would be impossible for me to tell.
860. Will you particularize some more of these cases? Mrs. Bushell, the mother of Paul and Alfred Bushell, is living in the next house, about ten yards from Paul Bushell; she is maintained by him and his brothers.
861. Then she lost nothing? She had nothing; the sons had all. George Wood, a freehold farmer. He has a farm on each side of the river, at Cornwallis and at Wilberforce.
862. All these freeholders were registered as voters? They were voters.
863. Do you know if they took part in the election? No more than giving their votes.
864. Not actively? No.
865. Will you name some more? John Daly; he is a tenant at Wilberforce.
866. In good circumstances? Yes, pretty good circumstances; he has property, horses, cattle, and teams.
867. Did he lose much by the flood? He could not have lost much. William Henry Rose has a freehold farm at Wilberforce; he is in pretty good circumstances; he is a boat-builder also.
868. Did the flood take any of his boats away? No.
869. Boat-builders generally build close to the water? Yes; I do not think he is carrying on his business at present. He used to be living at Balmain, and then he came back to his farm, and I know he is cropping it. William Scarf, a freehold farmer, a fencer and splitter besides.
870. In good circumstances? Yes, he generally gets his living by fencing, splitting, and so forth. Robert Smith is a tenant farmer at Wilberforce; he has property, also horses and cattle, and I do not think he could have lost much by the floods, for a great portion of his farm is on high land. Thomas Wood is son-in-law to Mr. John Hoskisson, a very rich man in that district. It is possible he might have suffered a little on his own farm at Cornwallis.
871. What are his own circumstances? He was pretty well off, I cannot say what he is now.

872.

* NOTE (on revision):—It is my opinion that it did influence the election; but would not positively swear it.

† NOTE (on revision):—I should say his farm alone produces from £200 to £300 a-year.

- Mr. David Cobcroft.
15 Oct., 1861.
872. At the time of the distribution of the relief? I think he was pretty well off.
873. Do you think he would have had any difficulty in getting £100 or £200 from his father-in-law—are they on good terms? Himself and his father-in-law are not on very good terms, but the latter is kind to his daughter.
874. What kind of house is he living in? I can hardly say. At first he lived at Wilberforce; then at Cornwallis; he is a change-about.
875. Has he different properties? No, he was a tenant at those places.
876. Are you sure he was not in any distress? No; he could have managed without relief, in my opinion.
877. Would he have had any difficulty in getting goods on credit? Not such as the common necessaries of life—tea, sugar, and flour; in fact, he used to deal with me when I was living at Windsor. Mrs. Becraft—I believe she has a freehold estate at Wilberforce, and did not lose much by the flood.
878. Is her husband in good circumstances? Yes, pretty good.
879. All these people you say are in good circumstances? Yes, they could get credit for the common necessaries of life.
880. Has Becraft horses and cattle? Yes.
881. Does he keep a cart? Yes, and drays; in fact he had two or three teams on the road to Bathurst, carrying. Mrs. Bowers (Bowd it should be)—her husband is a tenant farmer, renting ground of my uncle, and is well to do.
882. He pays his rent pretty well? Yes, and has some to spare.
883. Do you think he has his farm at a reasonable rate, and can make a good profit? I am sure he can.
884. Are you sure he was not a great sufferer by the flood? No great sufferer; he may have lost a little.
885. Was he a man, or were any of the people you have mentioned, persons whom you would have considered objects of charity if the Government relief had not been given? Not one. William Bragg, a tenant farmer at Wilberforce.
886. Were his circumstances good? Pretty good; he has stock much the same as these other people, horses, cattle, farming implements, and so on. Henry Asprey, a tenant farmer of Mrs. Burdakin; he is a shoemaker by trade, and works at his trade.
887. Are you sure he was not a subject for relief? No.* William Charlie, Freeman's Reach; a little shopkeeper there.
888. Was he a loser by the flood? He had only one acre of ground, and I suppose he cropped that with cabbages.
889. Is his place near the water? A long way from it.
890. Were his circumstances pretty good? Pretty good.
891. His business thriving? He has dealt with me and paid his accounts, and is doing pretty well.
892. Is he a man you would trust for a fair sum? Yes. George Bushell, a freehold farmer—he resides at Windsor and works his farm at Wilberforce. That man went to my father and several others to be recommended for relief; my father said he did not require it, as he had property of his own, and was not a sufferer. John Brown, a publican and farmer—I do not think his circumstances are very good; at the same time he was not in such a state of want as to need this relief.
893. Do you think the floods prevented people attending his public house? No doubt it stopped some from spending freely. David Beynon, a stonemason.
894. A good workman? Yes, very good; he built a large kirk in Pitt Town.
895. Can he get employment? He is not in the district.
896. Is he a drunkard? He is a man who is fond of his glass; I cannot say he is totally a drunkard.
897. He might have been in bad circumstances in consequence of the flood? I do not think so; soon after the flood he drew £250, and then bolted to Sydney.
898. From whom did he draw it? It was for the building.
899. Then he is a defaulter to some extent—did he get more than was his due? No, he had finished the stonework, and then he drew this sum and left.
900. What was the object of his going? I believe he owed some small accounts; £20 would have paid them all.
901. Is he now in hiding—is it known where he is? It was said he was working near Campbell's Wharf. Bridget Crummy—I do not know what to say of this woman at all; she is a person of no account.
902. A bad character? A bad character.
903. She might have been destitute? I do not see that; she goes about washing.
904. She was not likely then to be in distress? No. Mrs. Symons is the wife of a fencer and splitter, and Joseph Stubbs is a farmer.
905. *By Mr. Walker:* You mention William King—are there not two persons of that name, one in Windsor? Yes; the name of King; this is of Wilberforce, not of Windsor.
906. How do you know? I am aware of it myself; he is the man who had the load on his dray, and started up the country with the relief bag and baggage.
907. The man you refer to was a Wilberforce man? He was at the time.
908. You do not know a man of the name of William King who was at work on the roads at the time? No; I only know this one William King who did get relief.
909. You do not know William King, of Windsor? I have told you so.

910.

* Revised:—Yes, I am sure.

910. You refer to Peerie Lyons, or to Pierce Lyons? It is Peerie, not Pierce.
911. Who was he recommended by? It is on the list here—Pierce Lyons recommended by William Dunston.
912. Is he a respectable man? Yes,* a brother-in-law of my own.
913. You have referred to Mary Rose—who is she recommended by? James Geehan.
914. Is he a respectable freeholder? Yes; I call any man respectable who gets an honest living.†
915. Paul Bushell—is he recommended by James Winton? Yes.
916. Is he a respectable man, a freeholder, or was he at the time? Yes.
917. George Wood—who is he recommended by? William Walker, I believe.
918. That is myself? I believe so.
919. John Daly, recommended by Mr. Edward Robinson—is he a respectable freeholder? He is.
920. William Henry Rose—is he recommended by George Buttsworth, a respectable man? Yes; a relative of Rose.
921. A freeholder is he? Yes.
922. William Scarf—is he also recommended by Mr. Edward Robinson? Yes.
923. If Robert Smith is recommended by Richard Edwards, is he a respectable man? Yes.
924. Is Mrs. Beeraft recommended by James Winton? Yes.
925. Mrs. Bowd—by the same? Yes.
926. Bragg, recommended by Richard Edwards? Yes.
927. If Henry Asprey has been recommended by James Dunston, is he a respectable man? Yes; he resides in Pitt Town.
928. William Clarke is recommended by Edward Robinson, is he not? Yes.
929. Is George Bushell recommended by Charles Barker? Yes.
930. Is he a respectable man? He keeps an hotel in Windsor; I do not know whether you call him a respectable man.
931. Do you know anything to the contrary? I will not express an opinion.
932. He is an innkeeper? Yes.
933. And a butcher, is he not? Not that I am aware of.
934. Do you know two persons of the name of John Brown? I do.
935. Does the return say that the John Brown named in it resides at Wilberforce? No, nor anywhere else.
936. Will you undertake to say that this list refers to John Brown, a publican, and no other? I believe it does; I will not say positively it does.
937. You cannot gather from the Return that it is John Brown, the publican, of Wilberforce? No, not from the Return; but I can very easily prove it if you require it.
938. David Beynon is recommended by John Ryan, is he not? Yes.
939. A respectable farmer at Wilberforce? I said before I suppose if any one pays his way he is respectable: if he conducts himself properly and so forth.
940. Bridget Crummy, she is recommended by Mr. James Geehan—is he a respectable man? Yes, I have said so.
941. Where does she reside? It is impossible for me to say where she resides. She goes to and fro; for a time she was living at Windsor, then at Wilberforce, then at Parramatta.
942. Do you know whether she was living at Wilberforce at the time of the distribution of this relief? No, I think she was living at Windsor.
943. Geehan resides at Wilberforce, does he not? Yes; I am not certain whether she was living at Windsor or at Wilberforce; she was there only a few weeks.
944. Mrs. Symons is recommended by Mr. Edward Robinson? Yes.
945. Most of these tenant farmers had their farms flooded, or parts of them? Yes, but they were not in a state of starvation or want.
946. That is your opinion? That is my opinion.
947. Other persons might have a different opinion? Yes, but I know the contrary; when persons have plenty of cattle and property I know they are not in want.
948. David Beynon, you say, drew £250; did he draw that in a lump? Yes.
949. How do you know that? Because I was told so by Mr. Johnson of Pitt Town.
950. Beynon never told you that? No, because I never saw Beynon afterwards; he owed me £2, and hooked it.
951. He bolted and left you in debt? Yes.
952. You are not on good terms with Dr. Day, I presume? I have a good feeling towards him, but I do not think he has to me.
953. *By the Chairman:* Do you know the date of this flood? No; it was just before the last election at Windsor.
954. About Christmas time, was it not? I cannot say exactly.
955. Do you desire to make any further explanation to this Committee? No, I have said all I have to say respecting it.

Mr. David
Cobcroft.

15 Oct., 1861.

WEDNESDAY,

* NOTE (on revision) :—A freehold farmer.

† NOTE (on revision) :—And conducts himself properly.

WEDNESDAY, 16 OCTOBER, 1861.

Present:—

MR. FORSTER,

MR. WALKER.

R. DRIVER, ESQ., IN THE CHAIR.

Henry Day, Esquire, J. P., again called in and further examined:—

- Henry Day, Esq. 956. *By Mr. Walker:* You have already given evidence in the matter of this enquiry? I have.
- 16 Oct., 1861. 957. Have you any further information to give to the Committee? Yes, with reference to an individual named Docking, who was objected to by Mr. Cope, to justify my having given him relief I produce two recommendations from respectable persons.
958. From whom are those recommendations? From Mr. Henry Moses and Mr. John Cunningham. This was not with reference to the last flood but to the flood before, and indicates the circumstances of the man; he was poor then, and he became poorer in consequence of the last flood.
959. *By the Chairman:* Then in point of fact he was relieved without any recommendation after the last flood? No, he was then recommended by Mr. Francis McDonnall.
960. *By Mr. Walker:* Have you any other recommendations to hand in than those produced here before? Yes, there was some doubt expressed relative to Turner and Flood having received relief. After my return home I applied to the trustee of the estate, and he addressed this letter to me, which I beg to hand in. (*The witness handed in the same.*)
961. Does the document you have handed in explain the impoverished circumstances of those men? It does, and is signed by their own trustee.
962. Who is it signed by? James Ingram, Executor to the estate of the late John Allan.
963. Have you any further recommendations to hand in? Yes, on the last occasion parties objected strongly to the relief given to David Bushell, Alfred Bushell, and Paul Bushell.
964. The Bushell family? The Bushell family. (*The witness handed in a paper.*)
965. What is that you hand in? A statement of their circumstances, signed by James Salter, a respectable farmer of Wilberforce, and Richard William Cobercroft, the old gentleman.
966. What Cobercroft is that? The old gentleman of Wilberforce.
967. Is he the father of David Cobercroft? Yes, the reputed father. I believe him to be his father. He is a moral and correct man, but in this case I do not think it is "like father like son."
968. The father of the David Cobercroft who gave evidence here? Yes; I heard that David Cobercroft had given evidence.
969. Do you hand in any more recommendations? Yes. (*The witness handed in a paper.*) George Graham was objected to as being employed by Mr. John Ridge.
970. You hand in a statement from his employer, Mr. John Ridge, certifying that he was receiving no wages at the time? —
971. You hold in your hand, I think, a list of the Committee that was formed at Windsor, for the distribution of seed wheat to the sufferers by the previous flood at Windsor? Yes.
972. And you also hand in a list of the sufferers who were relieved by that Committee? Yes. (*The witness handed in the same. Vide Appendix A*)
973. Are many of the persons who were relieved by you at the last flood, the same persons as were relieved by this Committee at the previous flood? A great many.
974. Can you name some of the persons in particular, who were relieved by that Committee, and who have been objected on account of having been relieved by you? Yes;—Lucy Upton, Hackett, R. Smith, W. Turner, Thomas Cupitt, Edward Davis, Richard Arnold, Willoughby, Priestly, Scarf, Breeze, Mrs. Munday, Patrick Flood, John Docking, William Cupitt, Mrs. Connor, John Brown, John Turner, Mrs. Cavanaugh, the two Gronos', R. White, Christopher Norris, Frank Norris, Alfred Norris, John Guillam, Richard Norris, John Teale, Mrs. McGauly—all of whom have been objected to.
975. How many were there on that Committee? Forty-five.
976. Have you any farther explanation to make with reference to any of the other cases? It would be rather disjointed, and would come in best perhaps in answer to questions.
977. It has been stated by one of the witnesses that George Cupitt, senior, a freeholder, was relieved; is that the fact? It is not; he told me so himself. This is one of the cases in which I am willing to admit an imposition was practised. The mother of this man* had relief twice. A young man of the name of Dogherty, but going by the name of Cupitt, married her daughter,† and she put him up to the way of getting it the second time. He came to me first, and afterwards went to Mr. Ascough. Mr. Ascough said your name is not Cupitt, but Dogherty; and he said, I go by the name of Cupitt sometimes.
978. Then it was this William Cupitt who received relief twice by mistake, and George Cupitt never received it at all? Yes; I thought Mr. Ascough might be deceived, and I asked Cupitt, who said he had never received relief.
979. Do you know anything about relief being afforded to one William King? There are three Kings. There is a King in Windsor, who works on the roads, and two Kings in Wilberforce. I cannot tell you their Christian names; there is one who left Wilberforce, and another who is still there.
980. Was the William King who received relief the man who had teams, or was he not the man who was working on the roads? Neither of those at Wilberforce were working on the

* NOTE (On revision):—i. e., William Cupitt alias Dogherty, not George Cupitt.

† NOTE (On revision):—i. e., the daughter of Mrs. Mary Connor.

the roads; a King of Windsor, who was working on the road, received relief. Both of those persons were very poor. Henry Day, Esq.

981. Was the William King who received relief, the man at Wilberforce, a carrier, who had teams? If it is the one I mean. There is a man who left Wilberforce; he had a team; the other is a poor man. 16 Oct., 1861.

982. Was it the poor man who got the relief, or the other? The poor man; the other is living at Mudgee.

983. Do you know anything about Peerie Lyons? Yes; he is a man I would not give relief again. I think that is one of the cases, although he is very poor, where I should not give relief, however well recommended he might come.

984. You consider that you were imposed upon in that case? Yes, although he came recommended by Dunston, a respectable name.

985. Do you remember Mary Rose? I did not relieve her, nor should I relieve her.

986. I think you have explained the case of the Bushells? I should relieve them again under similar circumstances.

987. It has been stated by some witnesses that George Bushell is a freeholder? That is utterly false; he told me so himself.

988. Was Patrick Daly recommended? I relieved him, and would do so again. He was recommended by James Bligh Ridge. I know his circumstances; he is very poor; he has a boat; his farm was flooded, and he has nine or ten children.

989. Can you explain how John Daly got relief? John Daly was recommended by Edward Robinson, and I thought his general circumstances were not bad; but he told me that he had only eighteen acres, that three were washed away, and that he was very poor; he said that he had saved money a few years ago, but that he had nothing left, as he had lost all by the floods. Mr. Robinson recommended him, and I thought he was very poor. Mr. Moses has stated that he has money. I asked Mrs. Moses, and she said, No, she believed he had not. I also asked Mrs. Wood, and she said that he had money six or seven years ago, but that the floods have swept it all away. I spoke to him upon the subject, and said I was afraid he had imposed upon the Magistrates; he said he had not, and if Mr. Moses minds his own business instead of mine it will be better for him.

990. It has been stated by Mr. Cobcroft that John Brown, who was relieved, was a publican at Wilberforce? Not at all; it is all nonsense. John Brown, of Cattai Creek, was recommended by J. Pendergast.

991. That is on the opposite side of the river to Brown the publican? Yes.

992. Then Brown the publican never received the relief? Never, to my knowledge.

993. That is the only John Brown on the list? Yes.

994. Have you anything to state with reference to relief being refused to a man named Langton? I refused him.

995. On what grounds? He came to me and said he came for relief. I said, "Langton, your circumstances are such that I cannot relieve you." He said, "McKellar had got relief." I asked him if he could raise £50; he said, "Yes;" and I then said I could not relieve him.

996. It has been stated by one witness, David Cobcroft, that relief was given to any person who applied for it? It is not true.

997. You know Alfred Bushell well, I suppose? Yes, and have for many years; he is a very poor man.

998. From your knowledge of him do you believe that he was ever in receipt of an income of £200 or £300 a year? Nonsense—ridiculous! He came * in for a share of old Bushell's land of about forty acres.† He never had an income of four hundred farthings; he is as poor as a rook.

999. *By Mr. Forster:* Has he any cattle and horses? No. He may have to work the farm; but no cattle, no sheep, no stock, no money.

1000. *By Mr. Walker:* Then in your opinion it is not true that he had an income of £200 or £300 a year? Nonsense. Who stated it?

1001. Do you know David Beynon, a stonemason? I recollect him.

1002. It has been stated that he drew £250 for stonework—do you know the circumstances of that man? He had something to do with the contract for the Presbyterian Church at Pitt Town. As to building it, it did not, altogether, come to much more than that. He did some stonework there, but I believe he was in destitute circumstances at the time I relieved him. He was on the opposite side of the river to me, and was flooded out of the few acres of ground he had.

1003. Was he in distress by the flood? He was; and he had a large family of young children. He was recommended by John Ryan.

1004. You refused to give relief in many cases? Yes; in many cases where I could not trust to the parties who signed the recommendations—where I had not confidence in them. I had some thirty or forty applications which I ignored. I shewed them to Mr. Sydney Scarvell, and asked his opinion of them, and I think a few of them were afterwards relieved.

1005. Is there any good feeling existing between Mr. Cobcroft and you? He has done all he could to ruin me—not to ruin me, I defy him to do that—but he has, as far as his limited means and capacity would enable him, endeavoured to injure me.

1006. He was a chemist in Windsor? Yes.

1007. And you are a practising medical man? Yes.

1008. Did he complain of your not patronising him? Never to me; I sent him prescriptions,

* *Revised:*—Will come.

† *NOTE (On revision):*—At his mother's death.

Henry Day, Esq. tions, and he was fishing or shooting and neglecting his business; he injured himself more than me.

16 Oct., 1860. 1009. You have contradicted Mr. Coberoft in several particulars; you have said that his statements were not true—have you any other reasons to adduce why credence should not be given to his evidence? Can I give more conclusive than that his own father certifies to the falsity of his statements; and Judge Cary, when upon the Bench, stated that he would not believe him on his oath.

1010. Have you anything farther to state in explanation? I have; I will point out the names of some parties you have not noticed, whom I should not relieve again. Bridget Crummy, although she was recommended by James Gechan, I should not relieve again. There is also the imposition of two persons having been relieved twice; that would not be practised again.

1011. How was that done; by going to two Magistrates? Yes. There is another case, the case of Buckridge—if that is old Daniel Buckridge, as I think it is—that was an imposition; he would not be relieved again; his son might have deserved relief. He was recommended by J. Pendergast. There is one person here, recommended by Mr. Laverack, I should not relieve him again. I do not remember the name, but I had confidence that he would not recommend wrongly.

1012. Mrs. Horan; was that the name? Yes. There are two or three of the persons recommended by Mr. M'Quade, whom I should not relieve again. Carney had a freehold, and I trusted Mr. M'Quade would not have misled me; he was a tenant of Mr. M'Quade.

1013. Was John Forster recommended by Mr. M'Quade? He says he did not recommend him, because he did not certify to his distress, though he certified that he had lost all by the floods. He says that did not throw blame upon himself, but upon me.

1014. That misled you? It did. When he came to me I refused to relieve him; he said he was poor. I replied, "I will not relieve you upon my own responsibility; I must have proof of your necessity;" and he then went to Mr. M'Quade and got a recommendation.

1015. Did Mr. M'Quade recommend two brickmakers in the town—two electors? He did. I perhaps may not be allowed to say it, but they were political supporters of his, and voted with him. I think there were about seven or eight who ought not to have been relieved; but you will, on the other hand, allow me to say that I believe if four hundred people were to be relieved again, I very much question whether so little imposition would be practised.

APPENDIX A.

Members forming the Committee to afford relief to the Sufferers by issuing Seed Wheat.

Tebbutt, Thomas	Johnston, J. B., J.P.
Stiles, Rev. Mr.	Powell, J.P.
Elder, Rev. Mr.	Bowman, G., J.P.
Cammeron, Rev. Mr.	Dunston, W.
Pitt, G. M.	Hopkins, W.
Cunningham, John	Atkinson, J.
Tuckerman,	Pendergast, J.
Town,	Williams, N.
Ezzy,	Hough, P.
Tebbutt, John	Dowe, Dr.
Ridge, R.	Day, Dr.
Beard,	Upton, J.
Moses, H.	Smith, W.
Scarvell, J. P.	Alderson, W.
Powell, J. P.	Arndell, M.
McDonald, J.	Selkirk, Dr.
Chaseling, T.	Farlow, J.
Dunston,	Robinson, E.
Coberoft, R.	Hall,
Moloney,	Marsden, P.
Miller, James	Hall, J.
Stewart, R.	Johnson, W.
Eather, Charles	

SUFFERERS RELIEVED.

Bonus, R.	Birch,
Bell, Mrs.	Willoughby,
Butler, Mrs.	Scarfe, George
Myer, Mrs.	Walker, W.
White, J.	Hunt, Owen
Creak,	Beadall, J.
Smith, J.	Breeze, E.
Smith, C.	Munday, Mrs.
Upton, Lucy	Morris, Mr.
Grono, W.	Flood, Patrick
Hayward, J.	Hand, Mrs.
Hackett,	Norris, Patrick
Turner, W.	Douglas, Thomas
Turner, Thomas	Jacchery,
Davis, Edward	Smith, John
Ward, J.	Butterworth,
Cupitt, Thomas	Hall, James
Bauxal, J.	Horton, Mrs.
Paul, Mrs.	Docking, John
Davidson, J.	Page, H.
Mater, James	Phillips, D.
Arnold, R.	Cupitt, W.

Stapleton, J.

SUFFERERS RELIEVED—continued.

Stapleton, J.	Innes, J.
Fairs, Mrs.	Hefferan, Rhody
Shanlan, Barney	Nipperas, Thomas
Fletcher, M.	Connor, Mrs.
White, W.	Norris, C.
Brown, J.	White, W.
Griffiths.	Norris, F.
Turner, J.	Norris, Alfred
Gough, A.	Gullam, John
Webb, E.	Norris, R.
Kermond, J.	Teale, J.
Cavanough, Mrs.	Hartley, Davis
Grono, James	Carrol, J.
White, R.	McGaully, Mrs.
Bourke, Walter	Rogers, W.
Davidson, J.	

Henry Day, Esq.
16 Oct., 1861.

Mr. Thomas Wright Marsden called in and examined:—

- 1016. *By Mr. Forster*: You are a resident near Windsor? In Windsor.
- 1017. Are you aware of the circumstances under which the relief was distributed at the last flood? I am.
- 1018. Have you any general opinion on the subject as to whether it was properly or improperly distributed? I never heard it spoken of, except by one or two, and most of the noise was about one man, named Woolley, who never got it at all. There are one or two men in Windsor who have got nothing to do of their own, and they go about, saying what a shame it was that the Bench should have given relief to a man named John Woolley.
- 1019. Was it the general opinion that the relief was fairly distributed? Yes.
- 1020. Have you looked through the list? Yes. I was on a committee for the distribution of seed wheat to the sufferers by a previous flood. That committee was composed of forty or fifty gentlemen from all parts of the district; we had parties recommended by their neighbours, and still we were taken in. Some people who had £200 or £300 in the bank were believed to be poor people, and received thirty or forty bushels of wheat.
- 1021. You would not take upon you to say that the Magistrates might not have been taken in in this matter? No, I think they might have been taken in, but the general opinion was, that it was fairly distributed.
- 1022. Is political feeling in Windsor very strong? That is what it is that is giving you gentlemen this pleasure.
- 1023. Do you belong to any party? Not particularly.
- 1024. Are you able to discover any political principle that divides the parties? I do not think there is much principle in the matter.
- 1025. You think it is mere personal feeling? Personal feeling.
- 1026. One set of men fighting against another? Yes.
- 1027. *By Mr. Walker*: It has been stated by one witness, Mr. McQuade, that complaints have been made of the manner in which the relief has been distributed, from one end of the district to the other; is that true? No; I believe he was the first man that started it, and now he is picking up the evidence he has made himself. I believe it is just spite, and that if Mr. Byrnes had been returned at the last election there would never have been a word about this.
- 1028. You are a native of the Hawkesbury? Yes, I was born within twenty yards of where I am living now.
- 1029. You know pretty well every person in the district? Yes, I ought to do; I am always among them.
- 1030. Do you consider Mr. John McQuade a good judge of public opinion up there? I do not know.
- 1031. Is he a man who is very unpopular? Very unpopular; I believe he is the most unpopular man in the district.
- 1032. Have you anything further to state with reference to this matter? No, I do not know that I have. I was in business, and I heard all that was going on in the town. I kept an hotel, "The Fitz Roy," and I suppose there was more traffic in my place than in any other three or four houses, and I never heard it spoken of, except by one or two of these parties, until lately. The people were all well satisfied, I believe.
- 1033. *By the Chairman*: Can you give the date of the last flood? I cannot just now, but I book every flood that happens.
- 1034. I believe you took a very active interest in the last election, did you not? I did not take a very active part—I had the credit of it.
- 1035. You proposed or seconded the successful candidate? Yes, but I never asked a man which way he was going to vote, although perhaps I did a little.
- 1036. Do you know Mr. Henry Moses? Yes.
- 1037. He is a very respectable person, is he not? Yes.
- 1038. One whose word you would take on any subject? Yes, I would take his word as well as any man in the Colony in business.
- 1039. *By Mr. Walker*: Mr. Moses is a man who takes a strong part in politics; does he not? Yes, he is very bitter in politics; but as a business man I would take his word.
- 1040. *By the Chairman*: Would you not in any way? Not in politics. He would go a good way to get his man in; when he gets himself up he cannot see things then.
- 1041. You are not particularly cool yourself at such times, I suppose? No, but I take a good deal of getting up.

Mr. T. W. Marsden.
16 Oct., 1861.

James

James Ascough, Esq., J.P., called in and examined:—

- J. Ascough,
Esq.
16 Oct., 1861.
1042. *By Mr. Walker*: You are a Magistrate of the Territory? I am.
1043. You were one of the Magistrates who afforded relief to the sufferers by the last flood at Windsor? Yes.
1044. Did you afford relief in many cases? In a considerable number, but much less than Dr. Day; I should think, without professing to speak very accurately, in the proportion of four to seven.
1045. Were you guided by any principle in affording relief? I was guided by the principle of affording relief to those who needed it—to those who were really in destitute circumstances, and by no other.
1046. Did you act on any recommendations? Yes, invariably.
1047. You invariably acted upon recommendations? Invariably; I never made an exception in favour of any person.
1048. You mean to say that you never afforded relief in any case without a recommendation? I never made an exception in favour of any one.
1049. Did you take the recommendation of any one, or only of those persons upon whom you could place reliance? I refused when persons came to me with recommendations from parties of whom I had very little knowledge, or no knowledge at all, to give relief.
1050. Why? Because I had no confidence in them.
1051. You have been present at the previous examinations? I have.
1052. Can you explain any of the cases that have been objected to? I would make a remark with reference to the case of Langton; Langton was asked to sign your requisition, which he did, but it was afterwards discovered that his name was not on the Electoral Roll, and his name was struck off the requisition.
1053. Then he had no vote? No.
1054. If it has been stated that he was an elector of Windsor that is not the fact? No; I knew him perfectly well. His wife had lived next door to me, and I knew his private circumstances long before the flood relief was contemplated. His wife came to me while the relief was being distributed, and asked for relief. I said, "I do not think, knowing what I do of your circumstances, that you have the slightest claim, and I could not justify it to my own conscience if I were to give you any relief at the expense of Government. It is of no use to bring any recommendation, for I shall not pay any attention to it. I know sufficient of your circumstances to feel it to be my duty to refuse you." She then acknowledged that she came very unwillingly, but that her husband had insisted upon it. She did not think they ought to have it.
1055. Do you know anything of his circumstances? I believe, for a labouring man, he is very well off.
1056. Do you know whether he was building? Yes, I know that of my own knowledge, from what I saw and from what he told me.
1057. What sort of house? A brick cottage, good enough for any working-man to live in.
1058. Can you refer to any other case that has been objected to? Yes, Michael Flood. I believe he was a sufferer by the flood; to the best of my belief he was flooded out and had to shift.
1059. He was living in the Town of Windsor? Yes.
1060. Then it is a fact that portions of the Town of Windsor were flooded? Some few.
1061. The flood comes into the town in some parts? In some parts to a small extent.
1062. Do you know whether Flood lost anything? To the best of my belief he did—he had to shift.
1063. Was he well off? I believe even before the flood he was very badly off—perhaps it was owing to his improper conduct; he was in a state of starvation; at least that was the common report; I do not vouch for its accuracy. The statement made by Mr. M'Quade is quite incorrect. He said, "Dr. Day and Mr. Ascough were always in communication with him." It is perfectly untrue; I never spoke more than a dozen words to the man in my life. He further said, "I saw them often speaking to Flood on that occasion." That is perfectly untrue; I never spoke more than a dozen words to Flood in my life, all put together.
1064. Can you explain any other cases? With regard to Johnston—I know Johnston very well as a man working in the town; they are drunken people, and have a large family, and when the flood came, and their supplies were stopped, they were likely to be destitute; their general character is not such as would be likely to enable them to get much credit. He told me he was getting billets from Mr. Moses, but that he had lost them all; that the flood had taken them all away, and that they were starving. He might have been receiving wages from Mr. Moses, but it was not within my knowledge. With regard to Ryall it has been stated that he received an annuity from Mr. Fitzgerald. That was unknown to me; I never heard of it before this affair happened, but it may be true.
1065. Was he apparently in needy circumstances? He appeared to me to be as needy as a man could be.
1066. Did he make any statement at the time, that the flood had injured any of his property? The impression left upon my mind was, that his crop had been swept away with the flood. In fact I did not know that he lived with Mr. Fitzgerald; and, before this flood, I was not conscious of his existence.
1067. Did you act upon any recommendation in his case? I never acted without a recommendation in any case. With regard to the "Bearers" some of the recommendations did not contain any name. As to Patrick Byrnes I believe they lost everything—bedding and everything. Many of these people who have received relief I have no knowledge of at all. With regard to persons who were contractors recommending parties for relief,—in every case where a contractor recommended a person for relief, I sent the applicant to some other contractor

- contractor to be supplied, except in the case of Hopkins, when I had no option, as for some days he was the only contractor who had any flour; but, whenever it was possible, I sent the applicant to some other contractor than the one recommending.
1068. Have you anything to say to the case of Mrs. Daley, where you gave a larger supply than Dr. Day had ordered? The woman came to me, and from what I could gather, she had said something to Dr. Day she should not; my impression was, that she had been rather rude, and I thought he had acted without a knowledge of the woman's real position. I knew where she lived, that she must have been flooded, and that she had a large family.
1069. You knew that of your own knowledge, did you? I did.
1070. Did you know that they were distressed for want of necessaries? From the facts within my knowledge I was quite justified in drawing such a conclusion.
1071. Can you notice any other cases that came within your own knowledge? There are none that occur to me particularly.
1072. The Windsor election was going on near about this time, was it not? It was.
1073. Did you take a part in that election? I did.
1074. Did Dr. Day take any active part in that election? I think not.
1075. Were you influenced in affording relief to any of the parties in any way, by the election? Never; I affirm most positively, not in the smallest degree. No person could possibly have been less influenced.
1076. In the cases of some electors of Windsor who were relieved, did they, in your opinion, merit relief? Most decidedly. With regard to Flood I may make this remark, if I am not irregular, that if it had been allowable to distribute relief with a view to the election, I should not have given any to Flood upon that principle.
1077. Do you know, from your knowledge of the election, what party Flood favoured most? No, I do not. He is a man upon whose promises I should not place the slightest reliance. I do not know which way he voted.
1078. Do you not know he was employed by Mr. Byrnes' Committee? I have heard so and believe it; he is one of those men likely to be employed by the Committee of one party, and to vote on the other side.
1079. It has been stated that you went with Mr. John Walker getting signatures for the requisition to me? I did ask some persons to sign it.
1080. Was that before or after the distribution of the relief? I am not very clear upon that point now.
1081. Was not the requisition signed long before the flood relief was administered? I could not positively say.
1082. It has been stated by one of the previous witnesses, that some of the persons you relieved you must have known were not sufferers by the flood—is that the fact? It is perfectly untrue.
1083. Flood's is one of those cases—you know that he suffered by the flood? To the best of my belief he did; he was obliged to go out of his house in consequence of the flood, and I think his wife came to me about it. A person named Woolley came to me, about whom so much has been said, and I gave him substantially the answer I gave to Langton's wife.
1084. You refused? Yes.
1085. If you had been actuated by political motives that was a case where this relief might have been used? Decidedly; I understood from himself that he voted for you, and I believed at the time he would vote for you.
1086. There is a good deal of personal and political feeling at Windsor sometimes? Decidedly so.
1087. Mr. M'Quade, who has given evidence before this Committee, has he any good feeling towards you? I do not know any person breathing with a worse feeling and more disposed to injure me.
1088. He has brought charges against you before this? He has.
1089. Was he ever obliged to apologize to you in writing? He was.
1090. Do you hold a written apology from Mr. M'Quade for bringing an accusation against you? Yes; this (*producing paper*) was written long after the letter he spoke of came into his possession.
1091. *By the Chairman*: It may have been upon another matter? He says in this apology—"I beg farther to state I am not aware of any improper conduct on your part."
1092. When was the letter written? There is no date.
1093. How long have you had the letter in your possession? I can go this far—that it was written long after the other letter came into his possession.
1094. What other letter? The letter to which he refers in his evidence. This is not a copy but the original, and is in Mr. M'Quade's handwriting, which I have no doubt can be proved by Dr. Day and Mr. Walker.
1095. How long have you held that apology? About four or five years.
1096. From whom did you receive it? I received it through Dr. Day.
1097. From whom? From John M'Quade—it is in his handwriting.
1098. Can you give us the date of the last flood? Some time in December; I could not give nearer than that.
1099. I believe you have stated that you canvassed for signatures to the requisition to Mr. Walker? I will say in a general way that I supported Mr. Walker.
1100. Did you not take a very active part in the election of Mr. Walker? Yes.
1101. Do you know who was the largest contractor for the supply of goods? No, I do not.
1102. Was not Mr. Hopkins of Windsor a contractor for a very large amount? I do not know whether their account was larger than any others; but there is this fact to be looked to, that he had flour when no one else had.

J. Ascough,
Esq.

16 Oct., 1861.

1135. No persons applied to you at the time of the relief being distributed for a certificate? No. Mr. R. W. Cobcroft.
1136. Do you know this George Bushell? Yes.
1137. Have you known him for some years? Yes, he has been a neighbour of mine from a child. 30 Oct., 1861.
1138. Had you any idea at the time you signed this certificate that he required it for the Magistrates in connection with this relief fund? No, I did not; it was only to save him from going to Sydney he said.
1139. Would you have signed this certificate to have enabled him to obtain relief from the Bench of Magistrates? No, I would not.
1140. Will you state why you would not? The man has freehold land, and has stock, horses, and cattle.
1141. Then, in your opinion, was he a fit person to receive relief? I should say not. *
1142. *By Mr. Walker (handing witness the certificate produced by Mr. Day):* Is that the certificate? Yes.
1143. Is that your signature? Yes, it has been dated since.
1144. It has been dated the 21st September? Yes.
1145. Is that about the date? On or about that time.
1146. Is this certificate that you have signed, true? It is true so far as that they lost their grain.
1147. Is this a false certificate that you have signed? I do not know that it is false.
1148. Then it is true? It is true respecting their losing their grain.
1149. Do you put your name to anything that is false? I should say not.
1150. This certificate says, "We, the undersigned inhabitants of Wilberforce testify that David, Alfred, and Paul Bushell, were great sufferers by the floods of last year, and that they lost all their crops; that they have to pay rent for the farms they occupy, and that they were in great distress, although at the death of old Mrs. Bushell they will have some land, at the present time they cannot dispose of the land, nor raise any money thereon. William Brown, *alias* William Bushell, also was in great distress; after selling his farm, ten pounds were all he had to receive after paying Mr. Rochester's mortgage. All have large families." There is nothing in that certificate about George Bushell is there? I do not know that there is,—there is about Alfred Bushell.
1151. Your evidence is about George Bushell? It was George Bushell brought it, and I saw his name on the list.
1152. This certificate has no reference to George Bushell? I did not say that it had; it is Alfred, David, and Paul Bushell.
1153. This is not in fact a recommendation for relief? No, and I never gave any; I certified that they had lost their crops.
1154. Did any person tell you that you had signed a recommendation for relief? I have been told so by many.
1155. Then it is not true? No, I am sure I never did sign one, and I would not have done it.
1156. That is merely a certificate to the effect that these persons were great sufferers by the flood, were in great distress, and had to pay rent? I do not say much about that.
1157. You say that when George Bushell brought you that, you think he said a lawyer sent it? Yes.
1158. You are not sure of that? Yes, he said that when I named that it was not dated, he said "I suppose the lawyer will do that."
1159. It is about the correct date? Yes, about that; I did not take particular notice of it, on account of its not being dated.
1160. Do you know Tristram Dunstan? Yes.
1161. Edward Robinson and William Dunstan? Yes.
1162. Dunstan is your own son-in-law? Yes.
1163. They are all respectable men? No doubt.
1164. Would you think recommendations for relief coming from such parties as these were entitled to consideration? I do not think any persons they recommended were entitled to relief.
1165. I ask you whether you think recommendations coming from such persons were entitled to consideration? They might be considered in which way people think proper, but I do not think there was a person entitled in the district.
1166. You think they recommended improper persons? I think the whole were wrongfully recommended; I believe there was only one person in the neighbourhood who deserved to get anything.
1167. That is your opinion? Yes. There is a man named Benjamin Gershon; he and his wife lost everything, and I believe they are the only two who could not have done well without it.
1168. You say George Bushell had a freehold? Yes, part of that farm belonged to him.
1169. When? I do not know when; I know his father willed it to him.
1170. That is a long time ago? No matter about that; he is there yet.
1171. Do you mean to say that he is a freeholder? Yes, and the whole of them are.
1173. He states that he is not a freeholder, and was not at that time? He was, because he had grain on the land at the time.
1174. Cannot a man have grain on land occupied by him, without being a freeholder? It was on this very land. Here is a party by the name of Sylvester Sillis; he has bought a piece of land since the flood, for £330; he has also built a house, and paid £120 for it. That man did not want relief.

- Mr. R. W. Cobcroft. 1175. You cannot state that the Magistrates knew his circumstances—that he was able to buy a farm? I should say they ought to know; Dr. Day knows everyone in that neighbourhood.
- 30 Oct., 1861. 1176. Do you know that Dr. Day gave him relief? I do not know who gave him relief.
1177. *By the Chairman*: Have you anything farther to add? There is another party, but he is dead since, Isaac Cook; he goes and gets a party to sign for him by the name of John Ryan; then his wife goes afterwards and gets Charles Gardner to sign for her; so that they draw relief, twice it appears. I see it on the list. There is another party here, but I did not see the man get it; that is a man by the name of William King; he lived in our neighbourhood; he left the district; he had a good team of horses, and used to go the road; he went away, and took everything away, as he went through Windsor; I am informed that he got this relief; he took it on his dray, and took it up the country for good.
1178. *By Mr. Walker*: You do not know that for a fact? I did not see him get it, but it is there on the list.
1179. That is, if he is the man? I know he is the man.
1180. *By the Chairman*: Is that all you have to state? Yes, I have plenty of other names, but it is hardly worth while.
1181. Now that this certificate has been introduced I see it does not contain the name of George Bushell? No.
1182. Do you consider that either David, Alfred, Paul, or William Bushell, were entitled to relief? No, they have all got land, and plenty of stock, horses, cattle, pigs, and everything else about them.
1183. *By Mr. Walker*: Is that not true which is certified by you, that they rent the land? I say they were not entitled to receive relief.
1184. Do they rent the land? I think some of them pay their mother rent, but it is very little she gets.
1185. They are very poor? Not very poor; one man has as fine an entire horse travelling about as there is in the country, and plenty of freehold land besides.

Mr. David Cobcroft again called in, and further examined:—

- Mr. David Cobcroft. 1186. *By the Chairman*: You have already been examined before this Committee? Yes.
- 30 Oct., 1861. 1187. A statement was made by Dr. Day to this Committee, that Justice Cary had said, in a case brought before him at the Windsor District Court, that you were not to be believed upon your oath—are you desirous of offering an explanation upon that statement? Yes, I am. It was in the case of the Queen v. Allen, for horse stealing. I stated that I met the Allens driving the horses upon the Windsor Road, at the bottom of McGrath's Hill, and I said, "Halloa, Allen, have you been docking those horses?" or something to that effect, and he said "No," and passed on. Because I swore to the horses—described the horses—(two of them each had a white face and two white feet, and were dock-tailed within six inches of the stump, and were then bleeding)—because I described these horses, and stated that when I said to the elder Allen, "Halloa, Allen, have you been docking those horses?" and * I said "No," instead of "Woh!"—Judge Cary said he would not believe me on my oath. There were two other gentlemen who were not subpoenaed, Mr. James Arnold and Mr. James Hall, on Cattai Creek, near the Hawkesbury River, who met these same parties driving the horses immediately after me—they were on the top of the hill as I was on the bottom—these were not called into Court, if they had been they would have corroborated my evidence. Mr. John B. Laverack also saw them, but he was not called.
1188. How would they have corroborated your evidence? They would have recognized the horses, and they were within (I think) hearing of my words. Mr. Roberts, the counsel for the defence, wanted to turn the word "No" into "Woh!" and because I swore to the best of my belief it was "No," Judge Cary said he would not believe my evidence. I could have got the whole of the district, with the exception of the Allens' friends, to have signed a memorial as to my character being unblemished in any way, and I intended to have had the matter brought before the Assembly, only Mr. Cunneen, Mr. Walker, Mr. Thomas Chaseling, and Mr. James Ascough, who was one of the committing Magistrates at the time, when we were assembled together in the Fitzroy Hotel, advised me not to interfere with the matter then, as Judge Cary had left the district. I took their advice, as the inhabitants believed what I said to be true.
1189. Is the Mr. Ascough you refer to, the Magistrate of Windsor? Yes.
1190. Has not Judge Cary said the same thing of other people? He said the same thing to Dr. Day, in the case of the Queen v. Fallon. I was in Court at the same time. After he had stated that, there was a petition to be got up, praying the Government to remove Dr. Day from the Bench, as they did not think it would be safe for any man who had a case to bring it before the Bench.
1191. Nothing was done with that petition? Nothing was done; it was not got up; it was about to be got up.
1192. *By Mr. Walker*: Did not Judge Cary make the remark you have stated, because you swore positively to the man saying "No"? To the best of my belief. I believe you were counsel for the defence likewise.
1193. Was it not because you swore positively, and did not swear to the best of your belief? No, I believe it was to the best of my belief that he said "No" instead of "Woh!"
- 1194.

Revised:—Because I swore to the best of my belief that he said "No," instead of "Woh!"

1194. When you gave evidence did you not swear positively to the fact that he said "No"? I do not remember that; but, if it is necessary,* I may have said I was positive; I was within two yards of Allen when he made the reply. Mr. David Cobcroft.
1195. When the Judge made this remark, was it when you were giving evidence? Just as I had finished—after I had given it. 30 Oct., 1861.
1196. When you were in the box? Yes.
1197. The time when he referred to Dr. Day was when he was summing up? Yes, when he was summing up.
1198. Can you remember what he said—his exact words—about Dr. Day? I think they were "Gentlemen of the Jury, as regards Dr. Day's evidence, you must totally disregard that altogether."
1199. Did he say why? Yes; merely for this reason—because Dr. Day swore† to a horse he had seen only once, some fourteen months before. He swore that was the horse offered for sale to him by Farlow, fourteen months ago.

William Walker, Esq., M.P. (a Member of the Committee), examined in his place:—

1200. *By the Chairman:* I believe you reside in Windsor? Yes. I wish to state a few facts, particularly with reference to the late Windsor election, as that has been referred to by some of the previous witnesses. I have gone carefully through the list of persons who were relieved at the last distribution of relief by the Bench of Magistrates at Windsor, and I find, that out of the 360 or 370 persons relieved there were 21 electors of Windsor. I, of course, took a very active part in the election, as I was one of the candidates, and knew pretty well how these persons were going to vote, and I think I saw most of them vote in the Court-house (the polling-place), and can speak particularly with reference to those who could not read and write. I find, that out of these 21, 11 supported me, and 10 Mr. Byrnes, the other candidate. Of the eleven who voted for me, four, namely, Stephen Donelly, Henry Featherstone, Thomas Kearnes, and John Forster, were recommended by strong political opponents of myself. Donelly was recommended by Edward Robinson; Featherstone, by Thomas Primrose; Thomas Kearnes, by J. F. Jones, a party who gave evidence here; and John Forster, by John M'Quade. I believe that all those parties among the electors who obtained relief were entitled to it, upon the principle that they suffered either directly or indirectly by the floods, and that they were in great distress at the time—temporary distress.
1201. *By Mr. Forster:* You state that of your own knowledge? Of my own knowledge of their circumstances—I know them all. The only one that I would have considered an improper person to receive relief was John Forster, and he was recommended by Mr. John M'Quade. That man is a freeholder, and well to do. Two others of this eleven were George Izzard and Dugald M'Kellar, and they were recommended by the Rev. Mr. Stiles, who supported neither candidate, and took no part in the election. Of the remaining five, George Bushell, who has been referred to, I believe to be a very poor man. Notwithstanding what has been stated by Mr. R. Cobcroft, he told me that he was no freeholder. I asked him lately if it was the fact that he was a freeholder, and he said it was entirely false, that he has no freehold, and did not have a freehold at the time of the flood. He may have some remote interest to come to him by-and-by, as stated in the certificate. His farm was flooded at Wilberforce, and he suffered severely by the flood ‡ Thomas Burgess, another of the persons objected to, is a very poor, old, feeble man, who had his whole garden flooded and destroyed, at the foot of M'Grath's Hill, near Windsor. Although some of these parties, at this time, were electors of Windsor—had their names on the electoral roll—they did not reside in the town. John Holden was a labourer, employed by the Road Trust. The roads were flooded, he was thrown out of employment, and in temporary distress. Joseph Jasper, another labourer employed by the Road Trust, in the same way, was thrown out of employment by the floods, and in temporary distress. Thomas Reedy, another very poor man, with a wife and large family; he was also thrown out of employment on the roads. These are the whole of them. John Horan, Robert Smith, and William White, stated by Mr. M'Quade and Mr. Cope to be electors, were not electors of Windsor at all; they were persons residing in the country parts, and had their lands all flooded. The man Michael Flood, who was referred to, certainly signed a requisition to me at the starting, but that was all he ever did for me: he opposed me all through the election, and was employed by Mr. Byrnes' Committee in various ways. Mr. Cope referred to the Rev. Mr. Adam and Mr. Fitzgerald having spoken disparagingly of the way in which the relief was distributed; I may state that since that assertion was made by Mr. Cope, I have spoken to both of those gentlemen, and they told me they considered this a most uncalled-for inquiry. I believe I am a pretty good judge of public opinion in the district, and I believe the general opinion is, that the Magistrates acted as well under the circumstances as they could have done; and that, with the exception of only a fraction of the community, the public are quite satisfied at Windsor with the mode in which the relief was distributed. Several parties spoke to me upon the subject of calling a public meeting to express indignation at this inquiry, but I used my influence to prevent it, as I thought it not right to interfere while the inquiry

* NOTE (on revision):—Take out "but if it is necessary."

† NOTE (on revision):—Positively.

‡ NOTE (on revision):—I have since seen the mother of these Bushells, and she informed me that her sons are all wretchedly poor; so much so, from losses by the floods, that they had been unable to pay their rents, and that they will have no land of their own until her death.—W. W.

W. Walker, Esq., M. P. inquiry was going on. I know that Mr. McQuade has a very strong animus against the Windsor Magistrates and myself; and Mr. Cope has also a strong animus against Dr. Day and myself; although he voted for me (as he said), it was, I believe, merely on account of my vote on the Land Bill. Mr. Laverack also has a strong animus against Mr. Ascough. Mr. Laverack is an auctioneer and commission agent in Windsor, and therefore has many opportunities of knowing the circumstances of the people, which the Magistrates cannot have. I believe Mr. David Cobercroft and Dr. Day have had a falling-out in professional matters. When this relief was being distributed I was repeatedly applied to by persons to recommend them, and I refrained from doing so, with the exception of two cases. In those cases the parties were living in the country, and were in no way connected with Windsor. One of these was a man named William Cupitt, who, I believe, got relief by mistake twice; partly, I believe, through my mistake in recommending him, not knowing that he had been previously relieved, and the Magistrate who granted the second relief not knowing that he or his wife had got it from another Magistrate previously. That is the man whose name appears as George Cupitt (the elder) on the list. George Cupitt (the elder) never received relief at all.

30 Oct. 1861

1202. *By the Chairman*: Do you know of your own knowledge that George Cupitt (the elder) never received relief? Yes; I have spoken to the parties on the subject; both Cupitts. William Cupitt admits that he got it twice over, and his name appears only once on the list. The other case is that of George Woods,—I was imposed upon in that case. If the thing were to be done over again, I would refuse to give the recommendations I did, but I was imposed upon, and I have no doubt the Magistrates were also imposed upon by the importunities of the parties. Wood's wife came to me crying, and saying she had a great number of children; I knew they were all flooded out, and she said she had no money, and could not get credit, as they had lost everything, having been flooded out by three successive floods. It escaped my recollection at the time, that the farm they lived upon was their own; if that had occurred to me I would not have given her a recommendation for relief.

1203. *By Mr. Leary*: Even if she had been in distress? I say if I had recollected that the farm had belonged to them—that it was their own freehold—I question if I would have given a recommendation for relief; for I take it *prima facie*, if a person has a freehold he is not in such bad circumstances as to need relief. It has been stated that Dr. Day took an active part in the election; he did not. Mr. Ascough did, but not Dr. Day.

1204. You stated that Mr. Cope and one or two other gentlemen, had an animus against Dr. Day and Mr. Ascough, or against one or both of them—do you mean by that remark to insinuate that these individuals you have referred to would tell an untruth under the influence of that feeling? I believe it would give a bias to their evidence.

1205. From your knowledge of Mr. Cope, for instance, do you believe because he was not on friendly terms with one of the Magistrates he would slander him? No, but I know Mr. Cope to be a bad-tempered man, and I believe he is a man of strong prejudices, and that in giving his evidence he would give it with an animus.

1206. He appeared to be very honest in giving a vote for you, though he did not like you? I do not think he would do it again.

1207. Perhaps that is the reason why you think him a man of strong prejudices? No, he voted for me, I believe, simply because of the vote I had given on the Land Bill.

1208. You believe he voted honestly? As far as that goes he may.

1209. Though he was not on friendly terms with you? We never had a word; we never quarrelled.

1210. He had a feeling against you, you think? Yes, I can ascertain that; because I have been employed professionally against him in some matter, he has been heard to express himself unfavorably towards me.

SEPARATE APPENDIX.

*Colonial Secretary's Office,
Sydney, 25 May, 1860.*

Gentlemen,

I am directed to acknowledge the receipt of your letter of the 5th instant, in which, referring to my communication of the 2nd of this month, on the subject of the recent calamitous floods in the District of Windsor, you suggest that relief should be afforded by the issue of seed wheat to such of these sufferers as are unable to procure it, to enable them to crop their ground again, and apply for authority to purchase a quantity not exceeding one thousand bushels for this purpose,—and to inform you, that your communication has been laid before the Governor General and the Executive Council.

2. On former occasions, when calamities of this nature have visited the agricultural districts, the Benches of Magistrates in the various localities have been authorized to afford temporary relief in the shape of food, clothing, or shelter, to such of the sufferers as have been destitute or in distress; a similar authority, which is still in force, has been given in the present case, and the Legislature has sanctioned the course adopted by the Government, by voting a sum of £3,000 to cover the expense of affording, as on previous occasions, temporary relief of this character.

3. The Government are painfully alive to the wide spread distress which has resulted from the late floods, and deeply sympathize with the sufferers; but they feel that under the circumstances they would scarcely be justified in departing from the course pursued hitherto in the like emergencies, and the expressed intention of the Legislature; and they regret, therefore, that they cannot comply with the application which has been made, that seed wheat may be provided for distribution, in the manner proposed, at the public expense.

I have, &c.,
W. ELYARD.

The Bench of Magistrates,
Windsor.

*Colonial Secretary's Office,
Sydney, 26 July, 1860.*

Gentlemen,

With reference to a letter of the 24th instant, received this morning from Mr. Day, stating that the District of Windsor has been again visited by another flood, I am directed to authorize you to afford such immediate temporary relief as may be absolutely necessary, to such persons as may be destitute or in distress from this cause, reporting as early as possible the steps taken by you in consequence of this letter, and any expenses incurred.

I have, &c.,
W. ELYARD.

The Bench of Magistrates,
Windsor.

*Colonial Secretary's Office,
Sydney, 27 November, 1860.*

Gentlemen,

In acknowledging the receipt of your letter of the 24th instant, stating that the District of Windsor has been again visited by another flood; I am directed by the Colonial Secretary to authorize you to afford such immediate temporary relief as may be absolutely necessary, to such persons as may be destitute or in distress from this cause, reporting as early as possible the steps taken by you in consequence of this letter, and any expense incurred.

I have, &c.,
W. ELYARD.

The Bench of Magistrates,
Windsor.

1888

1-7

1888

SHOWS BY RULES OF THE COURT

1888

OF THE COURT

ARTICLES OF ASSOCIATION

1888

VOL. OF

PROCEEDINGS OF THE COURT

BEFORE THE COURT

1888

1888

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

PRESBYTERIAN CHURCH TEMPORALITIES ACT OF 1837.

REPORT FROM THE SELECT COMMITTEE

ON THE

PRESBYTERIAN CHURCH TEMPORALITIES
ACT OF 1837;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
8 *January*, 1862.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1862.

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281—A

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1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 35. FRIDAY, 1 NOVEMBER, 1861.

9. Presbyterian Church Temporalities Act of 1837 :—Dr. Lang moved, pursuant to notice,—
- (1.) That a Select Committee be “appointed to” ascertain the circumstances in which the Presbyterian Church Temporalities Act of this Colony was originally passed by the late Legislative Council, in the year 1837, and to suggest such measures as may be deemed expedient and necessary, in the way of legislation, to heal the divisions to which that Act has given rise among the Presbyterians of the Colony for upwards of twenty years past.
- (2.) That such Committee consist of the following Members, viz. :—Mr. Dickson, Mr. Hay, Mr. Holt, Mr. Sadleir, Mr. Smart, Mr. Wilson and the Mover.
- Debate ensued.
- Mr. Dalgleish moved, That the Question be amended in Section (1.) by the omission of all the words after the words “appointed to,” with a view to the insertion in their place of the words “investigate and report upon the origin and working of the “Presbyterian Church Temporalities Act of 1837.”
- Debate continued.
- Proposed Amendment by leave withdrawn.
- Mr. Redman then moved, That the Question be amended in Section (1.) by the omission of all the words after the words “appointed to,” with a view to the insertion in their place of the words “consider and report upon the expediency of amending or repealing the Act 8 William IV., No. 7.”
- Question,—That the words proposed to be omitted stand part of the Question,—put and negatived.
- Question,—That the words proposed to be inserted in the place of the words omitted be there inserted,—put and passed.
- Whereupon, Question,—
- (1.) That a Select Committee be appointed to consider and report upon the expediency of amending or repealing the Act 8 William IV., No. 7.
- (2.) That such Committee consist of the following Members, viz. :—Mr. Dickson, Mr. Hay, Mr. Holt, Mr. Sadleir, Mr. Smart, Mr. Wilson, and the Mover,—put and passed.

VOTES No. 39. FRIDAY, 8 NOVEMBER, 1861.

2. Presbyterian Church Temporalities Act of 1837 :—Dr. Lang moved, without notice, that the Select Committee, appointed to consider and report upon the expediency of amending or repealing the Act 8 William IV., No. 7, have leave to send for persons and papers.
- Question put and passed.

VOTES No. 42. THURSDAY, 14 NOVEMBER, 1861.

1. * * * * *

Member of Legislative Council as Witness :—Mr. Wilson moved, That the following Message be carried to the Legislative Council :—

MR. PRESIDENT,

The Legislative Assembly having appointed a Select Committee “to consider “and report upon the expediency of amending or repealing the Act, 8 William IV., “No. 7,” and that Committee being desirous to examine the Honorable Samuel Deane Gordon, Esquire, Member of the Legislative Council, in reference thereto, requests that the Legislative Council will give leave to its said Member to attend accordingly, on such day and days as shall be arranged between him and the said Committee.

Legislative Assembly Chamber,
Sydney, 14 November, 1861.

Speaker.

Question put and passed.

* * * * *

9. Member of Legislative Council as Witness:—The Speaker reported that the following Message had been received from the Legislative Council:—

MR. SPEAKER,

In answer to the Message from the Legislative Assembly, dated the 14th instant, requesting leave for the Honorable Samuel Deane Gordon, a Member of the Legislative Council, to attend and be examined before a Select Committee of the Legislative Assembly appointed "to consider and report upon the expediency of amending or repealing the Act, 8 William IV., No. 7," the Council acquaints the Assembly that leave has been granted to its said Member to attend and be examined by the said Committee, if he think fit.

Legislative Council Chamber,
Sydney, 14 November, 1861.

W. C. WENTWORTH,
President.

VOTES No. 44. TUESDAY, 19 NOVEMBER, 1861.

9. Presbyterian Church Temporalities Act of 1837 :—Mr. Wilson moved, without notice, That the Select Committee appointed on 1st November, to consider and report upon the expediency of amending or repealing the Act 8 Will. 4, No. 7, be instructed also to consider and report upon the expediency of amending or repealing the Act 4 Vic., No. 18; and also that the Report of the Select Committee on the latter Act be referred to this Committee.
Question put and passed.

VOTES No. 73. WEDNESDAY, 8 JANUARY, 1862.

3. Presbyterian Church Temporalities Act of 1837 :—Mr. Wilson, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee to whom this subject was referred on the 1st November last.
Ordered to be printed.
-

1861-2.

PRESBYTERIAN CHURCH TEMPORALITIES ACT OF 1837.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 1st November last, “to consider and report upon the expediency of amending or repealing the Act 8 William IV, No. 7,” and instructed on the 19th of same month “also to consider and report upon the expediency of amending or repealing the Act 4 Vic., No. 18,” and to whom was referred “the Report of the Select Committee on the latter Act,”—“with power to send for persons and papers,”—have agreed to the following Report:—

Your Committee have examined, first the Rev. Dr. Lang, a Member of this Committee, to ascertain the circumstances in which the Presbyterian Church Temporalities Act of 1837—of which the Act of 1840 was merely an amendment—was originally passed by the Legislative Council of the period; and they have also examined, on behalf of the unendowed portions of the Presbyterian Communion of this Colony, the following witnesses, viz.:—The Rev. A. M'Ewen Sherriff, the Rev. Adam Thomson, and the Rev. T. A. Gordon, as also the Hon. S. D. Gordon, John Richardson, Esq., Rowan Ronald, Esq., and Mr. G. Brown; and on behalf of the Synod of Australia (the endowed portion of the Presbyterian Communion), they have examined the Rev. John Dougall, the Rev. William Purves, and the Rev. Dr. Fullerton, and John Alexander, Esq.

Your Committee would direct attention, in the outset, to the circumstances in which the Presbyterian Church Temporalities Act was originally passed, as disclosed in the evidence of the first of these witnesses. In the early part of the year 1836 there were only five Presbyterian Ministers in the Colony receiving support from the State—two of these Ministers were under charges of moral delinquency; and as the Presbyterian Church was, in these circumstances, incapable of efficient action, the Senior Minister asked and obtained leave of absence to proceed to England, to procure additional Ministers, to place the Church in future on a proper basis. The Secretary of State for the Colonies, and the Ecclesiastical Authorities of the Mother Country, approved of the course which the Senior Minister had thus taken, and not fewer than sixteen additional Ministers were sent out at his instance. During the absence, however, of the Senior Minister, one of the other Ministers, along with the two under charge of moral delinquency,

delinquency, applied to the Government of the day for an Act of the Legislative Council, professing to regulate the appointment of Trustees to Presbyterian Churches receiving support from the State, and binding the whole body hand and foot under a Parliamentary constitution. This measure was urged through the Legislature of the period with such haste, that although it was only introduced into the Council on the 30th of August, it was finally passed on the 9th of September, 1837; four of the additional Ministers who had been sent out from Home having actually reached the Colony, before the passing of the Act that was to bind their whole body for all future time; and the other twelve, not one of whom was permitted to have a voice in the matter, being close at hand.

The effect of this Act was to transform the Presbyterian Church into a totally different body from what it was before, to deprive it of its freedom of action, and to originate and perpetuate divisions which might otherwise have either never existed, or would have been easily and speedily healed. Three disruptions in this Colony, and three in Victoria, which, at the passing of the Act of 1837, was part and parcel of New South Wales, have been the result of the passing of this Act.

The Free Church of Scotland, which has upwards of 700 Ministers and a vast amount of property, has no such Act of Parliament as the Presbyterian Church Temporalities Acts of this Colony; neither has the United Presbyterian Church—a body of upwards of 500 Ministers; and the General Assembly of the Irish Presbyterian Church, although enjoying a *Regium Donum*, or *quasi* establishment from the State, exactly similar to that of the Synod of Australia, has no such enactment.

The whole of the witnesses on behalf of the unendowed portions of the Presbyterian Communion give it as their decided opinion, that no general union of the Presbyterians of this Colony can ever be effected, till the Presbyterian Church Temporalities Acts of 1837 and 1840 are repealed, as any amendment of these Acts would be unsatisfactory; and the whole of the witnesses on behalf of the Synod of Australia are equally decided in expressing their opinion, that no such repeal as is thus deemed indispensable can on their part be permitted.

Your Committee are therefore of opinion, that no general union of the Presbyterians of the Colony, so as to incorporate the Synod of Australia with the unendowed portion of the body, is at present practicable; but they have failed to discover any valid reason why the unendowed portions of the Presbyterian Communion should not unite forthwith and form one body.

J. BOWIE WILSON,
Chairman.

*Legislative Assembly Chamber,
Sydney, 8 January, 1862.*

MINUTES OF PROCEEDINGS.

FRIDAY, 8 NOVEMBER, 1861.

MEMBERS PRESENT:—

Dr. Lang, | Mr. Dickson.

In the absence of a Quorum of the Committee, the meeting, called this day, lapsed.

TUESDAY, 12 NOVEMBER, 1861.

MEMBERS PRESENT:—

Dr. Lang, | Mr. Smart,
Mr. Wilson.

J. B. Wilson, Esq., called to the Chair.

Resolution of the House, appointing the Committee, on the Table.

Copies of Act 8 William IV., No. 7, before the Committee.

Committee deliberated as to their course of procedure.

Ordered, That the Votes and Proceedings of the Legislative Council for 1837, be laid before the Committee at the next Meeting.

[Adjourned to Thursday next, at Eleven o'clock.]

THURSDAY, 14 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Dr. Lang, | Mr. Sadloir,
Mr. Holt, | Mr. Smart.

Votes and Proceedings of the Legislative Council for the year 1837 before the Committee.

The Rev. John Dunmore Lang, D.D., M.P., (a Member of the Committee,) examined in his place.

Resolved:—

1. That the Chairman move, in the House, that a Message be transmitted to the Legislative Council, requesting the attendance of Samuel Deane Gordon, Esquire.

2. That the Chairman also move, in the House, that the Committee be further instructed to consider and report upon the expediency of amending or repealing the Act 4 Vic., No. 18; and also, that the Report of the Select Committee on that Act be referred to this Committee.

[Adjourned to Wednesday next, at Eleven o'clock.]

WEDNESDAY, 20 NOVEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Dr. Lang, | Mr. Dickson,
Mr. Smart.

Committee deliberated upon the expediency of printing certain portions of the evidence given by Dr. Lang.

To be further considered.

Rev. Arthur McEwen Sherriff called in and examined.

Rev. Adam Thomson called in and examined.

Rev. Thomas Acheson Gordon called in and examined.

[Adjourned to Tuesday next, at Eleven o'clock.]

TUESDAY, 26 NOVEMBER, 1861.

MEMBER PRESENT:—

Mr. Wilson.

In the absence of a Quorum, the Meeting, convened for this day, lapsed.

WEDNESDAY,

WEDNESDAY, 4 DECEMBER, 1861.

MEMBERS PRESENT:—

Dr. Lang,	|	Mr. Smart,
Mr. Dickson,	|	Mr. Holt,
Mr. Hay,	|	Mr. Sadleir.

Committee met, pursuant to summons.

In the absence of the Chairman, Dr. Lang called to the Chair.

John Alexander, Esq., John Richardson, Esq., Rowan Ronald, Esq., J.P., and Mr. George Brown, severally examined.

The Honorable S. D. Gordon, Esq., M.L.C., attending by permission of the Legislative Council, examined.

Room cleared.

Committee deliberated, upon the expediency of printing certain extracts appearing in the Evidence given by Dr. Lang,—and

It was Resolved,—That the extract matter be expunged from the Evidence.

[Adjourned to Wednesday next, at *Eleven* o'clock.]

WEDNESDAY, 11 DECEMBER, 1861.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Dickson,	|	Mr. Holt,
Mr. Smart,	|	Mr. Sadleir,

Dr. Lang.

By direction of the Chairman, letter from Rev. T. A. Gordon (accompanying *M.S.* Evidence, returned after revision), requesting that certain portions of his Evidence be either struck out, or that he be re-examined before the Committee, thus suppressing the former examination altogether—read by the Clerk.

Ordered, That the Evidence, as taken, be printed, and a copy sent to Witness for further remarks, to be considered by the Committee.

The following Witnesses severally examined:—

Rev. James Fullerton, L.L.D.; Rev. Wm. Purves; and Rev. John Dougall.

Committee deliberated.

Ordered, That printed copies of Evidence be circulated prior to next meeting.

[Adjourned.]

• WEDNESDAY, 8 JANUARY, 1862.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Dr. Lang,		Mr. Sadleir.
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Committee met pursuant to summons.

In accordance with the order of the Committee at last meeting, printed copy of his evidence, previously sent to Rev. T. A. Gordon, for revision; and the same returned in due form.

Chairman laid before the Committee Draft Report.

The same read.

Committee deliberated.

It was Resolved unanimously,—That the Report, as read, be the Report of the Committee.

Chairman requested to report to the House.

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1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PRESBYTERIAN CHURCH TEMPORALITIES
ACT OF 1837.

THURSDAY, 14 NOVEMBER, 1861.

Present:—

MR. HOLT,	|	MR. SMART,
MR. SADLEIR,	|	MR. WILSON.

JOHN BOWIE WILSON, ESQ., IN THE CHAIR.

The Reverend John Dunmore Lang, D.D., a Member of the Committee, examined in his place:—

1. *By the Chairman:* I understand you are desirous of making to the Committee a statement of the circumstances under which the Presbyterian Church Temporalities Act of 1837 was passed? I am. Rev. J. D. Lang, D.D.
2. Do you object to that Act? Perhaps you might reserve these questions till after my statement. 14 Nov., 1861.
3. Will you be kind enough to proceed with it? I arrived in the Colony as a regularly ordained Minister of the Church of Scotland, to plant the Presbyterian Church in connection with that National Church in this Colony, in the month of May, 1823. Certain difficulties in the way obliged me to proceed to England in the year 1824, for the settlement of the Church. I returned early in 1826, having made arrangements for bringing out another minister—the late Reverend John McGarvie—who was settled first at Portland Head, and afterwards in Sydney. As the field was very extensive, and quite unoccupied beyond the two localities that were thus supplied, I found it necessary, for the promotion of religion and education in the Colony, in connection with the Presbyterian Church, to make several voyages to England, after the one I had originally made for the settlement of the Church, in 1824. These voyages were made—the first in 1830, the second in 1833, and the third in 1836. The reason for these repeated voyages Home was that the Church of Scotland was at that time entirely destitute of everything like a missionary spirit, and took no interest whatever in the Colonies of the Empire. This was unfortunately the fact; and I could not at this distance excite so much interest in my native land as to do the work that I had thus to go Home to accomplish, three times successively, making four times altogether in the course of the first fifteen years of my ministry. Unfortunately also, as the religious feeling was very low in the Mother Church at the time, that feeling extended itself to the licentiates who were likely to go forth to the Colonies; the greater number of those who did respond to my appeals being either persons of inferior standing in the Mother Country, or, as was the case in several instances, men of damaged reputation at Home. However, I took the best I could obtain, and found successively that those who were the least deserving had the best certificates. I brought out, in the year 1831, two additional ministers and three licentiates of the Church of Scotland, to be engaged in the business of education in connection with an institution then about to be formed, for which the Secretary of State at Home had given the promise of assistance from the Colonial funds. One of these ministers was appointed to the district of the Hunter, from which he was shortly thereafter removed to Bathurst, the other being stationed at Pitt Town and afterwards at Windsor. In 1834 I brought out other two

Rev. J. D.
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ministers, one of whom was stationed at Maitland, and the other at Bathurst; as also two additional licentiates, who engaged in the business of education in the institution of which I have already spoken. From the circumstances, however, to which I have adverted, a whole series of cases of clerical delinquency occurred in rapid succession in the Colonial Presbyterian Church, in consequence of which the Church sank into a state of complete paralysis, and was utterly incapable either of purifying or of reviving itself, without the addition of a large quantity of fresh blood from the Mother Country. In these circumstances, I determined, at all hazards, with the advice of those friends on whom I could rely, to undertake another voyage to England, to obtain a supply of additional ministers, to occupy the extensive field which the Colony then presented. As a proof that, in taking this step, I enjoyed the countenance and support of a large portion of the Presbyterians of the Colony at the time, I beg to submit the following copy of an Address which was presented to me, in the prospect of my leaving the Colony for England, and which was signed by 167 heads of families, including the three elders of the Scots' Church, two Masters of Arts, Licentiates of the Church of Scotland, and a Captain in the Army:—

" COPY of a Testimonial addressed to the Rev. John Dunmore Lang, D.D., of date, Sydney,
" 14 April, 1836.

" We, the undersigned elders, members of the committee of management, and seat holders of the Scots' Church, Sydney, do hereby, in the warmest and most affectionate manner, beg to express our unqualified approbation of the anxious and unremitting exertions of our pastor, the Rev. John Dunmore Lang, D.D., as a Presbyterian minister, in preaching to us the Gospel of Our Lord and Saviour, Jesus Christ, and we earnestly entreat that he will accept these our sincere acknowledgments for his exertions, and our earnest desire for his continuance in well-doing.

" Here follow 167 signatures, chiefly heads of families, including two licentiates of the Church of Scotland, the Rev. Robert Wylde, A.M., and the Rev. David Mackenzie, A.M., and three elders (being the whole number) of the Scots' Church, Sydney."

My letter to Sir Richard Bourke, who was then Governor of the Colony, with the reply of the Colonial Secretary, I subjoin.

" Sydney, 29 April, 1836.

" Sir,

" It is with sentiments of the deepest regret that I feel myself called on to represent to your Excellency that the Presbyterian Church in these Colonies is at present in a state of unprejudiced and extreme depression, and that it is my deliberate opinion and conviction that if some vigorous effort is not immediately made for its revival, its speedy and entire extinction, in various important stations in both Colonies in which there is at present a fair prospect of its establishment and efficiency, will be the inevitable result.

" Your Excellency is well aware that, on my return to this Colony from England, in the year 1834, it was found necessary to take immediate steps for removing from the pastoral charge of a Presbyterian Church in the interior one of the ministers of the Church of Scotland in this Territory, who had unfortunately rendered his continuance in that capacity altogether impracticable, through his own moral delinquency; and your Excellency is also aware that, during my late visit to Van Diemen's Land, I was called on to take a prominent part in discharging the same melancholy duty towards the ablest and the most influential of the Presbyterian ministers in that island.

" Fondly imagining that these unhappy instances of the rigour of Presbyterian discipline towards clerical offenders would suffice, as well for maintaining the high character of the Church of Scotland, as for maintaining a high standard of clerical decorum among the members of that communion in these Colonies, your Excellency may conceive with what poignant regret I have felt myself called on during the last few weeks to prefer charges of moral delinquency, arising from the intemperate use of ardent spirits, against no fewer than two of the five Presbyterian ministers who are now stationed in this Territory; such, however, I regret to inform your Excellency, is the fact; and oppressed with the feeling of moral desolation which it necessarily occasions, and the prospect which it presents of absolute ruin to those important interests for which I have sacrificed all my property and repeatedly risked my life, and foregone everything in the shape of personal comfort for many years past, I beg to add that I see no other remedy for a state of things apparently so utterly hopeless, than my undertaking a fourth voyage to England, to procure an additional supply of Presbyterian ministers for both Colonies.

" That such a measure is absolutely necessary at the present moment for the preservation and revival of the Presbyterian Church in Van Diemen's Land, as well as in this Colony, I beg most respectfully to express my decided opinion, as I am confident from much experience of the past, that the requisite supply of ministers cannot otherwise be procured for a series of years; and that a service of such peculiar hardship should devolve upon myself individually, arises partly from the circumstance of my being the senior minister of the Church of Scotland in the Australian Colonies, and from the experience I have already acquired in services of a similar kind.

" Trusting, therefore, that your Excellency will consider this as a case of imperious necessity, I do myself the honor to solicit leave of absence for fifteen months or thereby, to proceed to England to procure Presbyterian ministers for the various stations in connection with the Church of Scotland that are now unoccupied in both Colonies, and thereby to secure such an accession of moral power and influence to the religious body to which I have the honor to belong, as will at least enable it to keep itself uncontaminated from the foul contagion of clerical delinquency—a task to which, I regret to inform your Excellency, it is at present unequal.

" At the same time, as I cannot but regard the case I have done myself the honor to submit to your Excellency as one of dire necessity, and especially as I had no salary from the Government when I first came to this Colony to promote the best interests of my Scottish countrymen throughout its Territory, I shall hold it my bounden duty as a minister of the Presbyterian Church, in the event of your Excellency's not feeling authorized to grant me leave of absence a second time, to make an unconditional surrender to your Excellency of my salary as minister of the Scots' Church, leaving your Excellency to allow me to resume it or not, as your Excellency may deem expedient, on my return to the Colony.

" I have, &c.,

" JOHN DUNMORE LANG.

" To His Excellency Sir Richard Bourke, K.C.B., &c."

" Colonial Secretary's Office,
" Sydney, 23 June, 1836.

" Reverend Sir,

" I am directed by the Governor to inform you, in reply to the letter which you addressed to His Excellency on the 29th of April, that in granting you leave of absence for fifteen months, for which you apply so urgently, Sir Richard Bourke thinks it right to repeat to you what has already been

"been made known to you through His Excellency's Private Secretary, that the Secretary of State for the Colonies has disapproved of such frequent absences from your clerical charge; and that the Governor cannot answer for your being allowed any part of your salary whilst you remain away. Upon this point you will have to take the commands of the Secretary of State in London.

"His Excellency will issue one half of your salary to the Presbyterian clergyman approved by the Kirk Session and confirmed by the Presbytery, who will be left to discharge your duty here.

"With respect to the object of your journey, I am directed to inform you that, as there is now a Presbytery established in the Colony, His Excellency conceives it will be for that body to recommend to the local Government for salary those Presbyterian ministers of whom the several congregations approve; and you are therefore to understand that, in giving you the leave of absence you solicit, this Government does not in any way authorize or sanction the introduction into the Colony of Presbyterian ministers of your selection, nor will that introduction give them any claim on the Government for employment of any kind.

"The Rev. J. D. Lang, D.D.

"I have, &c.,
"ALEX M'LEAY."

I accordingly proceeded to England in the month of July, 1836. During my stay there I was summoned, at the instance of the late Sir William Molesworth, to give evidence before the Transportation Committee of the House of Commons, of which Sir William was Chairman; and was examined at great length by that Committee for three days successively. In consequence of the evidence I gave before this Committee on the subject of transportation, which was then one of great interest in Parliament, I found my way very much cleared at Downing-street, and Sir George Grey, who was then Under Secretary of State for the Colonies and a Member of the Committee, took a great interest in the subjects I afterwards submitted to him, so that I obtained, with facility, the allowance that was then granted from the Land Fund of the Colony for all the Presbyterian ministers, as many as sixteen, that had been recommended at my instance for emigration to this Colony. Sir Richard Bourke's General Church Act having just been passed about the time I left the Colony, rendered the settlement of such ministers much more easy than it would have been before. Four of the ministers who were sent out in consequence of my voyage Home in 1836 arrived before myself in the following year, and twelve more accompanied me on my return. We arrived in Sydney on the 3rd of December, 1837; and it was in these circumstances—during my own absence, as the senior minister of the Church, and while other sixteen ministers were at the very door—four of them actually in the Colony—that the Presbyterian Church Temporalities Act of 1837 was passed, at the instance of only four ministers, of whom two were at the very time under charges for intemperance. As will be seen from the Votes and Proceedings of the Legislative Council of the period, the Bill for this Act was presented by the Governor to the Legislative Council on the 30th August, 1837, when it was read a first time; it was read a second time on the 5th September, and appointed to be considered in Committee on the 6th; and it was read a third time and passed on the 9th September, 1837. The Act professed to be merely intended to regulate the appointment of trustees to Presbyterian Churches, but that, I am confident, was a mere pretext. It was, in fact, an Act of Parliament giving a constitution to the Presbyterian Church for all time coming, passed at a time when four of the additional ministers had landed in the Colony, for they were here some time before myself, and when the other twelve were almost at the door. These then were the circumstances in which this Act was passed;—it was passed when the Presbyterian Church in the Colony had fallen into a complete state of abeyance, and when the Government were quite aware of the fact from my letter to Sir Richard Bourke. The authorities in Downing-street received my representations, and acted upon them to the fullest extent; but when I arrived in the Colony I found this Act of Council, which had been passed in post haste only a few weeks before, and in the extraordinary circumstances I have stated, for the government of our body in all time coming.

4. *By the Chairman:* Have you any objections to the provisions of the Act itself? I have very strong objections to the Act of 1837.

5. Will you be kind enough to state them to the Committee? In the first place the Act was passed when the Church was in a state of complete paralysis, through clerical delinquency; when it was unable to purify or to manage itself. In the second place it was passed when sixteen ministers, who had been appointed at Home, were close at hand; four of them having actually landed in the Colony before the Act was passed. All of these ministers had each an undoubted right to be consulted before any legislative enactment, binding their body for all future time, had been passed by the Legislature. The Legislature were not ignorant of the state of things in the Presbyterian Church when I left the Colony, or of my reason for doing so, and their concurring in such an Act was a monstrous proceeding, unprecedented in any country that I have ever heard of; besides, all I had done in the matter had been cordially approved of by the authorities at Home, as was evident from their sending out so many additional ministers at my instance. But I object to this Act, not so much from anything positively evil in it; for it is not necessary to make an Act of the Legislature unadvisable or bad that there should be something positively objectionable in it; if it is simply not necessary for the benefit of those for whom it is passed, it is an evil, as a restriction of the natural liberty of those concerned, and may be a great grievance, as the Act in question was in this case. I may state, for the information of the Committee, how the matter stands in other ecclesiastical bodies of the Presbyterian communion. The Free Church of Scotland has now seven hundred ministers, with a vast amount of property created within the last fifteen years; but it has no Act of Parliament, nor ever will have. It would not have anything of the sort. Such an Act would hamper its movements, and obstruct its progress to a certainty, although there was nothing positively objectionable on the face of it. The United Presbyterian Church of Scotland—a very large body of Presbyterians, having upwards of five hundred ministers—has no Act of Parliament; it is therefore free and unfettered, as the Presbyterian Church in this Colony was before I went Home in 1836. The English Presbyterian Church—scattered over the whole extent of England, for the benefit of the numerous Scotchmen residing in that country—has no Act of Parliament either,

and

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and is equally free and unfettered in its action. All these three ecclesiastical bodies, holding the standards of the Church of Scotland, but unconnected with the State, have no Acts of Parliament, and get no assistance from the State. But the Irish Presbyterian Church, having its principal stations in the province of Ulster, has, equally with the Synod of Australia in this Colony, a *quasi* establishment; it has what is called a *regium donum*, and has had it since the era of King William III, for about 170 years now. It has, exactly like the portion of the Presbyterian Church in connection with the Synod of Australia in this Colony, a *quasi* establishment, receiving support or endowment from the State; but it has no Act of Parliament—it is free and unfettered; and the consequence of such a state of things is that it has made frequent, extraordinary, and successful efforts for its self-purification and for its self-rectification, which would otherwise have been impracticable. For instance, about thirty years ago it was found that the Arian or Unitarian heresy had embedded itself among the Presbyterian Ministers of Ireland to a very considerable extent, and a great effort was accordingly made to purify the Church, and to maintain its adherence to the Westminster Confession of Faith and the other standards of the Presbyterian Church in England and Scotland. Those efforts, as I have stated, proved successful, although the body divided itself into two, and the Arian and Unitarian portion formed a separate communion. The majority remained true to the old standards; but the Arian portion continued to get their endowment from the State, as they had done for a long period before. The majority only wanted entire separation from them, that they might effect their own self-purification; and they did so effectually; for the state of that Church at the present moment, as compared with what it was thirty years ago, is wonderfully improved. The Arian or Unitarian portion receives endowment from the State just as they did before; but the separation was effected easily and peacefully, just because there is no Presbyterian Church Temporalities Act for Ireland as there is for Australia. There is nothing, at least there is very little, positively objectionable on the face of that Act itself; but its existence is a prodigious grievance. It has fettered and paralysed the Church from that day until this. It has caused three separate disruptions in this Colony and three in Port Phillip, which was an appendage of New South Wales at the time when that Act was passed.

6. Will you be kind enough to state to the Committee what would have been the result of your own movement, provided this Act had not been passed? On my return to the Colony in 1837, when I found that this Act had been passed, rendering the Church totally different from what it was before, I, in common with the majority of ministers who had come out with me, refused to enter the Presbytery at all, and formed an ecclesiastical body distinct from it, called the Synod of New South Wales; and there is no question that, if the Government had allowed the Presbyterian Church at that period the same freedom that has been allowed all along in Ireland, there would have been no permanent disruption—that the Church would very soon have purified itself. I ascribe all the evils of our condition for the last twenty-four years, both in New South Wales and Port Phillip, to the existence of that Act; and yet there is nothing, at least there is very little, on the face of it, positively objectionable.

7. Then, provided this Act had not been passed, all the Presbyterian Churches in this Colony would have been on the same footing as this Synod of New South Wales? As to Government support, do you mean?

8. No, as to their internal government? Yes. The majority would have followed the same course as the majority of the Presbyterian Church in Ireland, when it was broken asunder by the prevalence of the Arian or Unitarian heresy. The existence of that heresy in its midst led to the disruption of the body; but, as the Arian ministers had previously been in the receipt of salaries from the State, the other ministers who adhered to the old standards, did not interfere with them; they allowed the Government to do just as they pleased with them; only they were thenceforth separated from them entirely. And the result has been that the portion of the body retaining the old standards has progressed and prospered wonderfully during the last thirty years, while the other has been going down. And so it would have been here. The majority of the ministers who came out with me in 1837 would have pursued just such a course as the Irish Presbyterian Church has done, and would have left the mass of pollution that had got into the ministry—the drunken ministers and those who supported them—to do the best they could for themselves, and the Government could have given them such aid as it chose. But this Act interposed and rendered such an arrangement impracticable.

9. *By Mr. Sadleir*: Then I suppose you object principally to the seventh clause of this Act, providing for the vesting of the property of the Church in trustees? There was no necessity for the Act whatever. The numerous ministers that were sent out with the concurrence of the Secretary of State, and whose passage was paid from the Land Fund, had, every one of them, a right beforehand to give his opinion, first, on the question whether the Act was required at all—and on this point I am confident they never would have allowed any Act to be passed; and then whether this Act was a proper one, supposing it had been decided that there should be an Act.

10. *By Mr. Smart*: Do you think the Government, who have granted the land for churches and parsonages, and the salaries of the ministers, would have made those grants if this Act had not been passed. Might not this Act have been looked upon as supplementary to the General Church Act, so far as the Presbyterians were concerned? No, there was no necessity for the Act, because the Government could have continued, under the General Church Act, to grant salaries to Presbyterian ministers, as they do to Episcopalian clergymen or to Roman Catholic priests, wherever there was a congregation. The Government does not inquire what is the discipline of the body receiving support from the State. There is not a syllable in the General Church Act about any particular mode of Church Government. The object of the Government in that Act was to provide for the religious instruction

of

of the people generally; and if the Government had acted towards us as the Imperial Government does in Ireland, where there is no Act of Parliament to fetter the movements of the body, the result would have been the same.

11. In granting land for building churches, could the Government have recognized a body not provided for by Act of Parliament. The Act provides who the trustees shall be, and how they shall be elected? The General Church Act provides for that. The Roman Catholics have no Temporalities Act to this day. They were wiser in their generation.

12. *By Mr. Holt*: The Church of England has? The Church of England has; but the Church of England is under a very different system of government. The Bishop of the Church of England is like a Major-General in the army; he has all the rest of the clergy subject to his control; but in the Presbyterian Church it is quite different; our Ecclesiastical constitution may be called republican; and there is, therefore, a greater likelihood that an Act of Parliament will derange the free movement of the system.

13. *By Mr. Sadleir*: Have any other clergymen of your Church objected to this Act? Oh, yes. At present, as the Committee are, perhaps, aware, there is a movement for the union of all Presbyterian denominations in the Colony. The divisions that have arisen among our body have originated, as I have stated, in this Act; but the great cause of division at Home has been the connection with the State. That has given rise successively to disruptions and separations, from the State interfering with the freedom of action of the Church. That was the cause of the great disruption which originated the Free Church.

14. *By the Chairman*: And to previous disruptions also? Every one of them. I was present at the General Assembly of the Church of Scotland in May last, and there was a unanimous expression of desire that the Presbyterians of the Colonies should merge their differences, and unite in forming one general Presbyterian Church, unconnected ostensibly with any body at Home, but in friendly relation with all. I was also present in the General Assembly of the Free Church, held about the same time, and the same expressions were given utterance to there. And that is the desire of all the lay members of our communion, I believe, without exception; but the existence of such an Act as this prevents anything of the kind; there cannot be a union until this, and another Act that was based upon it, are repealed.

15. *By Mr. Sadleir*: Can you state in what way these differences arise from this Act? Yes; this Act gives a monopoly to certain ministers, on account of their connection with the Established Church of Scotland, to which connection the other portions of the Presbyterian body are strongly opposed; it gives them salaries also from the State, on the ground of that connection exclusively, which salaries are refused to others.

16. To those who do not hold, in fact, under this Act? Yes. Then there is a portion of our body who object to State support altogether; and I have, as a matter of expediency, done so myself for the last eighteen years.

17. *By Mr. Holt*: Do you think it is possible to amend this Act? I do not think it capable of any amendment. The only measure that would prove of a healing character, at present, is the repeal of all legislation relative to the Presbyterian Church, leaving it under the General Church Act, so long as any ministers of the body receive salaries from the Government at all, or so long as Parliament chooses to maintain them.

18. *By Mr. Sadleir*: You consider this Act to stand in the way of a general union of the Presbyterian Church? Decidedly.

19. It gives a monopoly to one section of the Church? Yes; and it binds that section to a body with which the others refuse to be connected.

20. *By the Chairman*: Have you anything farther to state to-day? Nothing farther.

WEDNESDAY, 20 NOVEMBER, 1861.

Present:—

MR. DICKSON, | DR. LANG,
MR. SMART.

JOHN BOWIE WILSON, ESQ., IN THE CHAIR.

The Reverend Arthur McEwen Sherriff called in and examined:—

21. *By the Chairman*: You are a Presbyterian Minister? Yes.

22. To what section of the Presbyterian Church in this Colony do you belong? To the Presbyterian Church of Eastern Australia.

23. That is the body which is generally called the Free Church? It is popularly called the Free Church, but that is not the right name.

24. Is there anything in the doctrine, discipline, or worship of the section of the Presbyterian Church to which you belong, different to that of any other section of the Presbyterian Church in the Colony? I do not think there is.

25. Is there anything in the state or circumstances of this Colony to prevent the different sections of the Presbyterian communion—agreeing as they do in doctrine, discipline, and worship—uniting together and forming one body? I think not.

26. Are you aware that there is an Act in force in this Colony commonly called the Presbyterian Church Temporalities Act? I am.

27. In your opinion does that Act form any barrier to the union of the various Presbyterian bodies in this Colony? I think it does.

Rev. J. D.
Lang, D.D.

14 Nov., 1861.

Rev. Arthur
McEwen
Sherriff.

20 Nov., 1861.

- Rev. Arthur
McLewen
Sheriff.
20 Nov., 1861.
28. Do you think that it acts as a complete barrier to their union? So long as it continues.
29. Then would you advise the repealing of that Act? I think it is absolutely necessary, if there is to be union among the various Presbyterian bodies here.
30. And you think union is very desirable? I think it is.
31. What effect do you think union would be likely to have upon the Presbyterian Churches—would it tend to increase their general usefulness? I think it would very much, especially in the country districts.
32. You say especially in the country—I suppose you mean that there being comparatively so few Presbyterians in the Colony—their being divided into so many different branches—tends, in a great measure, to curtail the usefulness of the clergymen of each in particular localities? Yes; sometimes there may be three Presbyterian ministers in a district where perhaps only one can be supported.
33. Supposing the obstacle presented by this Temporalities Act to be removed, do you think there is any probability of union taking place among the Presbyterians of the Colony? It would be more probable, at any rate.
34. There has been, among a large body of Presbyterians, a disposition evinced towards union? There has.
35. Are you aware of any other obstacle with the exception of this Act? Although the Temporalities Act were abolished, the Synod of Australia might still remain in connection with the Established Church of Scotland, and, of course, that would still be a barrier; but I think the Temporalities Act the greatest barrier, because it is very natural that the Synod should be afraid that if they leave the Established Church they may lose their temporalities, whereas if that Act were abolished they would not be under that fear.
36. Do you think that if the Presbyterians were united into one independent body there would be any probability of other denominations uniting with them, such as the Congregationalists? I scarcely think so.
37. Are you aware that an Act was passed in 1840 to amend the Temporalities Act? Yes, that is the Act making over the temporalities of the Presbytery of New South Wales to the Synod of Australia.
38. That Act does not alter the features of the case? No.
39. Consequently the remarks you have made with regard to the Act itself will equally well apply to the amended Act? I think so.
40. *By Mr. Dickson:* Did I understand you to say that the Act is a complete barrier to union? I think it is, so long as it continues.
41. If the Act were repealed do you think that all obstacles to union would be removed? Not all, because the Synod of Australia might remain in connection with the Established Church of Scotland, and that of course would be a barrier still. It is their connection with the Established Church of Scotland that is the great barrier.
42. *By the Chairman:* You state that the connection of the Synod of Australia with the Established Church of Scotland would form a barrier—is there any advantage further than temporal advantages derived by the Presbyterians in the Colony who are in connection with that Church from such connection? Of course, when they are connected with the Established Church of Scotland, they might go Home and get parochial charges, whereas if the connection came to an end the Established Church might disown them. There is the possibility at least of this.
43. Supposing the Presbyterians here to unite in one body, an ordained clergyman of the Church of Scotland who came out here and became a minister of this united body, need not absolutely sever all connection with the Church that licensed or ordained him? When he joins our Church he becomes amenable to our jurisdiction.
44. While here? While here, of course.
45. Do you not think the General Assembly of the Church of Scotland would very willingly give up their jurisdiction temporarily over a minister in such circumstances? I am not quite sure that they would. I do not think they are very favourable to union.
46. I have been informed that a decided opinion was expressed at the meeting of the General Assembly of the Church of Scotland, in favour of the desirability of union among the Presbyterians in the Colonies? I am aware that a decided opinion in its favour was expressed at the meeting of the General Assembly of the Free Church, but I am not aware that it was so at the General Assembly of the Established Church of Scotland.
47. You are not aware that it was not the case? I believe they did say something to this effect,—that the Church in connection with them in Victoria, had done nothing worthy of censure in uniting with the other Presbyterian bodies in that Colony, but I am not sure whether that was the decision of the General Assembly, or merely part of the report of the Colonial Committee, through its Convener.

The Reverend Adam Thomson called in and examined:—

- Rev. Adam
Thomson.
20 Nov., 1861.
48. *By the Chairman:* You are a Presbyterian Minister? I am.
49. To what section of the Australian Church do you belong? To the United Presbyterian Church.
50. You are aware that the Presbyterian body in this Colony is divided into various sections? I am.
51. Are you aware whether there is any difference among them in doctrine, discipline, or worship? There is no difference that I am aware of which should, in my opinion, keep them separate.
52. Is there anything in the state of circumstances in this Colony, seeing that these various bodies of Presbyterians agree in doctrine, discipline, and worship, to prevent their union?
The

The circumstance of the Synod of Australia being connected with the Established Church of Scotland is, of course, a hindrance in the way of its union with other bodies. So long as that connection continues, a union could not take place; the other Scotch Presbyterian bodies in the Colony having seceded, in their parent Churches, from the Established Church of Scotland.

Rev. Adam Thomson.

20 Nov., 1861.

53. You are aware of the Presbyterian Church Temporalities Act, passed in the year 1837? I have read that Act.

54. Does that form a barrier to union? I do not know that it creates a barrier, but it proceeds upon the fact which constitutes, in my view, the barrier, namely, the fact of the Synod of Australia being connected with the Church of Scotland, and subject to its jurisdiction.

55. Provided the Synod of Australia resigned its connection with the Established Church of Scotland, but this Church Temporalities Act still remained in force—do you think it would then form a barrier to the union of the different Presbyterian Churches here? I should think it would be necessary, in the event of the Synod of Australia disconnecting itself with the Church of Scotland, that legislation should follow, in order to secure to the congregations of the Synod their enjoyment in continuance of the property which they hold under that Act, as being in connection with the Church of Scotland, or which at least, they are recognized by the Act as holding in that connection. Their holding the property, I suppose, would be endangered while the Act continued in force, if their connection with the Established Church of Scotland should cease; and just as in that Act their present connection with the Church of Scotland is assumed and proceeded upon, so I think it would be necessary, if the tie were severed, that there should be some fresh legislation to recognize and proceed upon the severance of the tie, and to secure them in all their former rights.

56. Do you not think it would be an advantageous step in the first instance, to take away this Colonial obstacle, by repealing this Act? I do not feel quite competent to give an opinion on that matter. I am not aware whether it might not be better for the Synod of Australia, in the first place to give forth its own judgment as to the desirableness of the existing connection betwixt it and the Church of Scotland ceasing, before the Legislature should proceed to take action in that direction.

57. Do you think it is advisable for Parliament to legislate on these matters in general? I think it is very inadvisable.

58. Do you not think this Church Temporalities Act is an Act, if I may use the expression, of class legislation—legislating for one section of the Presbyterian Church, and not for another? Decidedly so, if it confers any peculiar privileges; and, so far as my own convictions go—and I may add the convictions of the great body of the United Presbyterian Church in Scotland, with which I am connected—legislation in any case for the endowment of any portion of the Christian Church is unscriptural and wrong.

59. Then, under those circumstances, you could not advise legislation even in this Colony on these subjects? Excepting for the purpose of doing away the legislation that already exists.

60. You would recommend an Act to repeal the Act which already exists? Quite so.*

61. Do you think any very great and beneficial results would arise from the union of the various Presbyterian bodies in this Colony? I think such results might be very confidently hoped for.

62. Do you think a union would increase the usefulness of individual clergymen throughout the Colony? I think so.

63. And thereby supply a great want that at present exists, in the interior, especially? Yes. In point of fact it is very undesirable that there should be separation where there are all the materials for union. Union, instead of the existing separation, might be expected to give strength to the Presbyterian cause; at present the strength of the Presbyterian body is very much frittered away and lost by division. In many districts two or three ministers are stationed where the labours of one minister might accomplish the same result. In the event of a union the funds of the Church would thus be very materially saved, and might be turned to account in the way of providing religious ordinances for districts where they are not provided at present. In addition to that, union would tend to promote what of course it would bespeak—greater charity and brotherly kindness on the part of Christian ministers and people of the different sections of the Church towards one another. In that way, by exhibiting one of the most important graces of Christianity; it might be expected to advance the cause of Christianity itself. Besides, when Christian love is called forth in any one direction, it is always more likely to be energetic in every other direction; and if once you had the different sections of the Presbyterian Church united in this Colony, you might expect them, under the influence of the same love which brought them together, to shew greater zeal, and put forth greater efforts for the advancement of the spiritual interests of the Colony.

64. Would not many of the advantages you have now stated be gained by the different sections of the Presbyterian Church to whom this Temporalities Act does not apply, if they were to unite, even though the Synod of Australia should keep aloof? To a certain extent, most undoubtedly, those advantages would be secured; but it is desirable, of course, that they should be secured on as wide a scale as possible. I may state that there might be a difficulty in the way of union between the Synod of Australia and other Presbyterian bodies, which does not exist in the way of the union of those other bodies with one another. The fact of the Synod of Australia receiving, and solely of Presbyterian bodies in New South Wales receiving State aid, might create a difficulty in the way of union betwixt it and the other

sections.

* On revision:—If, as I have said, it confers any peculiar privileges. I have been assuming, however, that this individual Act simply regulates, on principles common to all classes, the way in which a particular body shall hold the property belonging to it.

- Rev. Adam Thomson.
20 Nov., 1861.
- sections of the Presbyterian Church, although it seems to me that, under the influence of becoming Christian forbearance and Christian charity, even that difficulty might be got over, and a union be brought about to comprehend all the sections of the Presbyterian body.
65. *By Mr. Dickson*: How many sections is the Presbyterian body divided into in New South Wales? There is, first of all, the Synod of Australia; there is the Synod of Eastern Australia; there is the Synod of New South Wales; there is my own body, the United Presbyterian Church, which, I am sorry to say, is only represented at present by one congregation and one minister—although it is a very large and influential body in Scotland, and one of the three bodies there that may be said to divide the land amongst them; and there is a Church at Balmain, of which Mr. Gordon is minister, and which is not connected with any Presbytery or Synod in the Colony or at Home, but holding Presbyterian principles and likely to enter into a general union, could such be brought about.
66. Were any or all of those sections in existence when this Temporalities Act was passed? I believe there was only one Presbyterian body in existence at that time.
67. This Temporalities Act affects, of course, the property of the Presbyterian body which existed at that time? It attaches the property of the Synod of Australia to that body, as connected with the Church of Scotland, and in that way attaches it, in point of fact, to the Church of Scotland.
68. This body, in connection with the Church of Scotland, was the only body that then existed? The only one which existed at that time.
69. And there is still a body of Presbyterians here in connection with the Church of Scotland? Yes.
70. Do you think this Act ought to be repealed, without legislation for the disposal and protection of the temporalities of the Church? I think it would be quite necessary, if the Act were repealed, that there should be some provision made for securing to the Churches the property that at present belongs to them.
71. You think it would be necessary that some legislation should take place? That some legislation should take place for recognizing the new state of things, and continuing the property to the Churches to which it at present belongs.
72. I think I understood you to say there were other obstacles to the union of the Presbyterian bodies apart from this Act—State aid? State aid is another very serious hindrance; but one, in all the circumstances, which I think a little Christian charity and mutual forbearance might get over; for, first of all, matters might be so arranged as not to involve the compromise of individual convictions; and next, I think that if the different Presbyterian bodies in this Colony held a little more kindly intercourse, that individual section of Presbyterians which alone receives State aid, would come to find that it might dispense with it; and the issue would be a united Church, unconnected with the State, and doing much more energetically and effectively, by the Divine blessing, the great work of the Church, than can be expected in present circumstances.
73. *By Dr. Tang*: You have stated that, in the event of the Presbyterian Church Temporalities Act, and the amended Act of 1840, being repealed, you think it would be requisite to have further legislation, to preserve or regulate the property of the body holding under this Act? So it appears to me.
74. Are you aware that there is a previous Act to either of these, called the General Church Act of Sir Richard Bourke, passed in 1836, that regulates the property of the religious denominations receiving State aid, independently altogether of the particular communions to which the different Churches belong? I merely know that there is such an Act, but I am not acquainted with its details. It is quite possible it may be of such a nature as to make fresh legislation unnecessary, were the Acts of 1837 and 1840 repealed; but judging simply from these two latter Acts, which alone I have read, I should suppose that the property of one of the sections of the Presbyterian Church in this Colony might be endangered, were the connection to be severed betwixt that Church and the Established Church of Scotland, without some additional legislation to preserve the tenure of the property.
75. But supposing that the General Church Act of 1836 secures the property of any religious society or Church in the Colony, independently of the denomination to which it belongs, do you think that any special legislation would be requisite in such circumstances? In that case certainly not.

The Reverend Thomas Acheson Gordon called in and examined:—

- Rev. T. A. Gordon.
20 Nov., 1861.
76. *By the Chairman*: You are a Presbyterian Minister? Yes.
77. To what section of the Presbyterian Church in the Colony do you belong? My congregation is unconnected with any existing Presbyterian body.
78. Is there anything in your doctrine, discipline, or worship, different from that of other Presbyterian bodies? No, not in the least.
79. Are you aware whether any of the Presbyterian Churches in the Colony differs from the rest in doctrine, discipline, or worship? There is none that I am aware of.
80. Is there anything in the peculiar state of circumstances in this Colony which would prevent the different sections of Presbyterians uniting into one body? There is not, except it arises out of the Act now under consideration—the Church Temporalities Act.
81. There is nothing in their doctrine, discipline, or mode of worship, that would prevent them? Nothing, as far as I can see.
82. Do you think the Act passed in 1837, binding the Synod of Australia to the established Church of Scotland, is an obstacle to union? I should think it would be. At the same time

time, I must say that I have not had an opportunity of reading the Act, and therefore I can speak only from hearsay with respect to it; but if the Act be of such a nature as I have heard, I think it would operate to prevent a union.

83. Do you think that any Act that would have for its object the regulation of the temporal affairs of Presbyterian Churches and Chapels connected with the Church of Scotland in the Colony of New South Wales—which is the purport of this Act of 1837—would be an obstacle to the union of Presbyterians in the Colony generally? Yes, I think it would. For instance, my own congregation, I think, would be unwilling to unite on terms on which the property belonging to themselves would be vested in the Synod of Australia under this Act. I know that is the opinion of my own congregation on the matter, for we have within the last few weeks been getting our trust deed prepared; and it was affirmed that we must not at any time form a union with any body that would endanger our property and take it out of our own control.

84. Is there any other obstacle that stands in the way of the union of Presbyterian bodies in this Colony? I cannot see anything that should be an obstacle. The matter of State Aid I think could be arranged on the same principle as in Victoria and Canada; or the objection taken out of the way by the repeal of Sir Richard Bourke's Act, or that portion which relates to endowments.

85. Are you of opinion that the union of the various Presbyterian bodies in the Colony would be a very great advantage not only to Presbyterians but to the Colony generally? I think so. As far as the Presbyterian body are concerned, I do not see how they can do their portion of the Church's work without union.

86. You are of opinion that it would make the labour of individual clergymen much more efficient for good than at present, if such a union existed? Decidedly.

87. It would extend their sphere of action? Yes, it would act beneficially, as far as I can see, in every direction. A different spirit would be manifested towards one another from that which is evinced now that we are separated and splintered up into so many small sections, regarding one another with but a small measure of confidence, from not knowing one another; in fact we are not brought together.

88. There is not that brotherly love existing among you that ought to exist? No.

89. In short, I gather from your evidence that you are of opinion that it would be for the advantage of Presbyterianism in the Colony, if the Temporalities Act of 1837 and the Act of 1840 amending it were repealed? Yes, if that Act would endanger, in any measure, the property of the bodies who might unite with the Synod of Australia to form one Presbyterian Church, and I am led to believe it would.

90. *By Mr. Dickson:* You have not read these Acts? No; I have not had an opportunity since I received the summons to attend here. I have been so busily engaged that I could not get possession of a copy of the Act, and I expected to have been here in time to peruse it this morning before being examined.

91. Then of your own knowledge you know no reason why the Act should be repealed? It is my impression, from what I have heard on the subject, that it should be repealed, if its repeal would be no loss to the Synod of Australia, and that in such a case it would be generally beneficial.

92. Is it under this Act of 1837 and the Act of 1840 that the Synod of Australia hold their properties? I believe so.

93. Would you recommend the repeal of this Act without further legislation with reference to those properties? If the various Church properties are secured to the congregations holding them under the standards of the Presbyterian Church—secured by any previous legislation, then any legislation in the future would be unnecessary. That, however, is a legal question. I answer only on the supposition that it (that is, security) is provided for otherwise.

94. You are not aware that it is provided for? Only in so far as I was led to that inference by the questions put by Dr. Lang to Mr. Thomson.

95. *By Dr. Lang:* You are aware of the General Church Act, as it is called, passed under Sir Richard Bourke's administration, in 1836, distinct from the special Acts? I have heard of it, but never read it.

96. Supposing that Act to secure the property of any particular Church or Society to the body holding that property, do you think any other special legislation would be requisite? No; if it secures it to that body as a body holding the standards which the Presbyterian Churches have adopted, that is, the Confession of Faith, &c.; but without that security I think there should be some provision, as I have seen Church property slipping away to other bodies that have held doctrines the very opposite. If it be secured by Sir Richard Bourke's Act to congregations holding the Westminster Standards, I do not see that any further legislation would be necessary.

97. Is there no other way of securing Church property to the body originally in possession of it, but by an Act of Parliament? I think it might be done by individual trust deeds.

98. Are you aware whether the Presbyterian Church in Ireland has any Act of Parliament securing its property? No, it has not.

99. How is the property of that body secured? I have known two or three cases where there have been trust deeds securing the property to the congregation holding the Westminster standards, and that I think has been found effectual. I have known some instances where Church property was saved from lapsing into the hands of the remonstrant Synod, under those deeds.

100. Do you think, then, that the Law of the land provides a mode of securing Church property to the parties originally in possession of it, without any special Act of Parliament? Yes, if they had proper trust deeds I think it would.

- Rev. T. A. Gordon.
20 Nov., 1861.
101. Is there any Act of Parliament, do you know, securing the property of the Free Church in Scotland? I have never heard of it.
102. Is there any Act of Parliament securing the property of the Presbyterian Churches in England? No special Act that I have heard of.
103. It is merely done through the operation of the Law of the land? Yes.
104. Model trust deeds, securing the property to the proper parties? Yes, that is my impression. At least we feel perfectly secure that our own property, which is held under a deed of trust, is as safe from alienation as if it were protected by a special Act of Parliament.
105. You do not consider, then, that any other special legislation is necessary, to remove the existing obstacle to union, but the repeal of the existing Act? No, I do not know of any. I do not know whether all the congregations connected with the Synod of Australia hold under that Act—if all their property is vested under the Church Act or not; but if there be any case where the repeal of the Temporalities Act would leave the congregation's property unprotected, there should be some provision made for securing it. It might be done by a new trust in connection with a model trust deed for the whole body. I do not think there would be any danger to Church property by simply repealing the Act.

WEDNESDAY, 4 DECEMBER, 1861.

Present:—

MR. DICKSON,	|	MR. HOLT,
MR. HAY,	|	MR. SADDLEIR,
	MR. SMART.	

THE REVEREND JOHN DUNMORE LANG, D.D., IN THE CHAIR.

John Alexander, Esq., called in and examined:—

- J. Alexander, Esq.
4 Dec., 1861.
106. *By the Chairman:* Are you aware that there are two Acts commonly called the Presbyterian Church Temporalities Acts, affecting that Communion in this Colony? Yes; I am aware that there is an Act for the Presbytery and an Act for the Synod.
107. Has your attention been particularly directed to these Acts? Yes, I have read them both.
108. You are aware that the principle of them is, to connect the body they refer to with the Established Church of Scotland? Yes, I am aware of that.
109. It has been stated in evidence before the Committee that no union of the different sections of the Presbyterian Communion in this Colony is practicable unless these Acts are previously repealed? I am not of that opinion.
110. You think these Acts ought to be retained? I think they ought to be retained.
111. Not that any amendment should be made upon them? I cannot see how any amendment could be made upon them in the meantime.
112. *By Mr. Dickson:* Do you consider these Acts necessary to any section of the Presbyterian Church in this Colony? I think they are necessary. They were given to that portion of the Presbyterian Church in connection with the Church of Scotland, and I do not see how they can be taken from them without their consent. In answer to the question asked by Dr. Lang, I may say that I would have no objection, when a union took place, to bring all the Presbyterian bodies under the same management, but if you repeal the Act before union takes place it would be upsetting the Church property altogether.
113. Do you think these Acts stand in the way of union in any respect? I think not.
114. If these Acts were repealed, would it in any way affect the temporalities of any portion of the Presbyterian Church? If these Acts are repealed, to whom would the trustees be responsible? They would be responsible to nobody; they might do as they think proper. You cannot repeal these Acts until you are enabled to pass an Act to suit the circumstances of a united body, if that should take place, as I hope it will do.
115. You consider that some Act is absolutely necessary? Not until the union takes place; then perhaps it will be necessary to have an Act.
116. You think these Acts should not be repealed unless another Act is passed? No; because if they are repealed without another Act being passed, that would take away all responsibility from the trustees; they, or their descendants, might keep the property to their own families.
117. Do these Acts in any way stand as a hindrance to a union between any of the sections of the Presbyterian Church? I think not, so far as I am able to judge.
118. Could you state what has been the cause of disunion in the Church? Disunion has arisen from various causes. The last great disruption in Scotland occurred in 1843, when the body now called the Free Church separated from the Established Church, because the Crown exercised discipline over them in spiritual matters.
119. How could that relate to this Colony? It did not relate to this Colony at all. There should have been no disruption here at all. They ought to have formed themselves here into a distinct and independent Presbyterian Church, to act for themselves.
120. You say the trustees could still hold the property? They hold the property in trust for the body just now; but if you should do away with these Acts they would not be responsible to any person, which I think should be a great bar to their repeal in the present state

state of affairs. The arrangements to be made in the event of union should be the subject of J. Alexander, Esq. agreement between the bodies themselves; and the repeal of these Acts, if that should prove necessary, should be subsequent to that agreement.

121. *By Mr. Smart*: In the event of the House determining to repeal these Acts, do you think it likely that the different sections of the Scotch Church here would become united? I think not; the mere repealing of the Acts would not.

122. The repeal of these Acts would not facilitate the union at all? It would not facilitate union; it would do an injustice to one body of Presbyterians.

123. *By Mr. Holt*: Do you think these Acts have been the cause of any disunion in the Presbyterian body? No; I am not aware of their being the cause of any disunion.

124. In your opinion, has the Act of 1837 had anything to do with the disruption that has taken place? Not at all. The Presbyterian body here, after the disruption in Scotland in 1843, wished to retain fellowship with both sections of the Church at Home, both the Established and the Free Church, but they would not have that at Home, and the Church here had to choose to which of the two bodies it would belong, and then the separation took place.

125. In your opinion, has the passing of this Act caused any evil, of any nature or kind whatsoever, to the Presbyterian body? Not that I am aware of.

126. *By Mr. Sadleir*: I think the whole property of the Church of Scotland was vested in the Established Church by this Act? What was Church property then belonged to the Synod of Australia, in connection with the Established Church of Scotland.

127. The Free Church has no share of that property at all? No.

128. *By the Chairman*: Are you not aware that there is a General Church Act, regulating the appointment of trustees for all communions receiving aid from the State, independently of the particular Acts we have been referring to? I am not aware; I have not read the Act. At the time the Church of England Synods Bill was brought before the Council I read the Church of Scotland Temporalities Acts very carefully.

129. Was your attention not directed to a previous Act, passed in 1836, commonly called the General Church Act, or Sir Richard Bourke's Act? I am aware such an Act was passed, but I have paid no attention to it lately. The notice I got to attend here spoke of the Presbyterian Church Temporalities Act only.

130. You are not aware, then, of the effect that Act would have on the Church property? No; I could not say. I am ignorant of the wording of the Act, my attention not having been drawn to it.

John Richardson, Esq., called in and examined:

131. *By the Chairman*: You are aware of there being certain Acts called the Presbyterian Church Temporalities Acts of 1837 and 1840, passed by a former Legislative Council? I am.

132. Has your attention been directed to those Acts? I have paid some little attention to them, particularly to that of 1837.

133. Do you think that a union of the different sections of the Presbyterian body is practicable while these Acts remain unrepealed? I think not.

134. What is the reason? So long as the Synod of Australia is in connection with the Established Church at Home, a union, in my opinion, could not take place. I, as one, would object to being under the control of the Established Church of Scotland at Home; and I think so long as these Acts are in existence a union could not take place.

135. Do you see any other obstacle towards a union—any insurmountable obstacle? I think it is necessary to repeal the Act of 1837. I think the greatest obstacle is the fact of the Synod of Australia being in connection with the Church of Scotland. I do not see how it is possible that either the Free Church, or the United Presbyterian Church, to which I belong, could unite to be subject to the control of the Established Church at Home.

136. You are of opinion, then, that no union can take place till these Acts are repealed? That is my opinion.

137. *By Mr. Dickson*: Would you recommend the repeal of those Acts? I should recommend their repeal.

138. Do you think no other Act necessary, in the event of their being repealed, to enable that section of the Presbyterian Church which holds its property under that Act, to secure that property to its intended uses? I rather think it would. I am aware there are some who think it not necessary to pass any other Act, but I am inclined to think it would be necessary. I think it only right that those in connection with the Established Church should be secured in possession of the property they now possess; unless the Act to which Dr. Lang just now referred—the General Church Act—makes sufficient provision. If that Act would protect them, then I think it would not be necessary; but unless it did I think it only right an Act should be passed for the purpose. Unforeseen difficulties might arise if that were not done. With regard to the Church of Scotland, as I said before, I, as one, although I make these remarks, could not unite, so long as they are in connection with the Church of Scotland. I am one of those who say the State is not to define what is the right religion; I do not think the State is supposed to know much about it.

139. Are you of opinion that the repeal of this Act would facilitate the union of the various Presbyterian bodies? I think so.

140. *By Mr. Sadleir*: You seem to say the State should not define what religion consists in? I think it should not.

141. Does this Temporalities Act define what religion consists in? They take that for granted, I think.

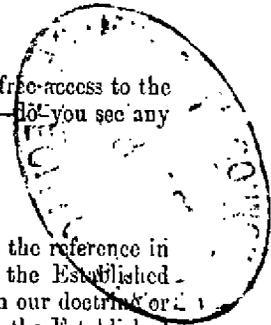
John Richardson, Esq.
4 Dec., 1861.

John
Richardson,
Esq.
4 Dec., 1861.

142. They take it for granted that there is religious union, but they do not care what it is? They take it for granted that they are right.
143. As far as I understand these Acts, they appear to be Temporalities Acts only? Just so.
144. You seem to say also that there can be no union here as long as the Synod of Australia is under the control of the Established Church at Home? I think not.
145. How do these Acts place them under the control of the Church at Home? The fact of their being in connection with the Church of Scotland was the cause of these Acts, if I understand aright.
146. I do not see that these Acts have much connection with the Established Church at Home, in point of religious matters; they merely relate to temporal matters? The established Church at Home of course recognizes them. There was no Free Church in existence when these Acts were passed—the disruption had not then taken place; nor was there any United Presbyterian Church then in this Colony.
147. You are clearly of opinion that these Acts stand in the way of union here? I think so.
148. In the estimation of a large portion of the Presbyterian body? I think so, inasmuch as they recognize the Established Church of Scotland, and I, as one, could not well submit to be under the control of that body. At the same time, I think if this Act of 1837 were done away with, it would be necessary to pass another Act to secure the property.
149. To what extent does the Church of Scotland exercise control over the Church here,—in point of discipline? In point of discipline.
150. Only? Yes.
151. Does the Church of Scotland exercise any control over the Temporalities? They have not declared themselves independent of them. If the Synod of Australia here were to disconnect themselves with the Established Church at Home, then I think I could conscientiously unite with them, but not till then. As I have said, I could not conscientiously, without making a considerable sacrifice, be subject to the control of the Established Church; I think these Acts stand in the way of union.
152. If I understood you, the control of the Church of Scotland at Home extends only to matters of discipline? I think they ought to be independent. In Victoria the majority of the Presbyterian Church have disconnected themselves with the Established Church at Home, and by that means they united.
153. Does a Temporalities Act similar to this extend to Melbourne? I am not aware.
154. *By the Chairman:* They were both passed before the separation? In that case of course it extended to them also.
155. *By Mr. Saddleir:* The Act did not prevent the union in Melbourne? No, but as I understood, the people in Melbourne ceased to be connected with the Church at Home; and had they not ceased to be connected with it, I do not suppose a union would ever have taken place.
156. *By Mr. Smart:* Have you any reason for believing that those who are in connection with the Established Church of Scotland would unite with the other Presbyterian bodies, in the event of these Acts being repealed? I think the same difficulties would not stand in the way, but that if they were repealed it would facilitate union.
157. Has there been any conference held between the different religious bodies, as to the repealing of these Acts? I am not aware that there has been any; but it has been mooted out of doors, both by laymen and ministers. A public meeting was held some time ago, at which Dr. Cairns, of Melbourne, was one of the speakers, in order to bring about a union.
158. Nothing was decided? Nothing was decided.
159. Have you any reason to believe that the lay members are anxious to unite, and would unite in the event of these Acts being repealed? I think they are; I think the laymen are a-head of the ministers in the matter—that the laymen are in general more anxious to unite than the ministers; and I think further, that unless the laymen agitate in the matter, we shall be as far from uniting as ever.
160. Do you think the repeal of these two Acts would facilitate union? I think so; to some extent it would.
161. *By Mr. Holt:* You say you have read this Act of 1837 carefully over? Yes, I have read it some short time since.
162. Are you prepared to point out what its chief defects are—the chief causes of evil under it? The chief evil is, as I have stated, in fact, the Synod of Australia being connected with the Church of Scotland by this Act.
163. But that could be amended by leaving out in two or three places the words “in connection with the Established Church of Scotland,” or “according to the usage of the Church of Scotland.” If those words were omitted there would then be no connection with the Church of Scotland;—would that be sufficient? I do not know whether it would. You see if they were amended, the question would arise whether they as a body would object to it. I expect they would not be favourable to the amendment.
164. You were speaking of repealing these Acts, and you said some Act would be necessary; what I wish to ask is, have you any other fault to find than the reference to the Established Church of Scotland? The chief fault I find is the body here being subject to the Established Church of Scotland.
165. I do not find a single clause which places them under its control—it is merely that the celebration of public worship shall be according to the usage of the Established Church of Scotland? The preamble of the Bill, I think, takes it for granted.
166. I wish to ascertain what your objections are in detail. Before the Committee can recommend the repeal of the Act, it is necessary that they should assign some reasons; and, as you appear to have such strong objections to this Act, I wish you to point out to the Committee what those objections are? As I said before, the fact of the Synod of Australia being

- being connected with the Church of Scotland at Home would prevent me from joining under it.
167. Nothing in this Act places it under the Church of Scotland; it merely states that the celebration of public worship shall be according to the usage of the Established Church of Scotland. If those words were left out, the Presbytery would cease to be connected with the Church of Scotland? If they were not connected, then of course the barrier would be removed.
168. Do you think the omission of these words would be quite sufficient to amend this Act? I object to name the Established Church of Scotland at all.
169. That is the purport of my question. There would be nothing to connect it with the Established Church of Scotland, if these words were omitted in three or four places? If there were nothing to connect it, then of course my objection would be removed. I do not know that that affects the question very much. No doubt the preamble assumes that the Church of Scotland here is in connection with the Church of Scotland at Home.
170. It is merely that the form of worship shall be according to the use of the Established Church of Scotland. Were those words omitted you see no other objection to the temporalities part of the Act? I do not see any other objection. I have already stated that, in the event of these Bills being repealed, it would be necessary to pass another Act, unless that passed in 1836 would suffice to place them in possession of the same privileges.
171. It is very desirable that the Committee should be in a position to recommend something definite to the House, and therefore I will just go through the Act, and ask your objections on each clause. Do you object to the clause with respect to the mode of appointment of trustees? No; I do not know that there is any objection to that.
172. Do you object to the second clause, empowering ministers *ex officio* to attend meetings of trustees? No.
173. The third clause, that every trustee shall be a member of the congregation—do you object to that? No.
174. The fourth clause—any trustee being absent from the Colony for six months to be disqualified—do you see any objection to that? I think six months too short a period—perhaps two years would be better.
175. Do you object to the fifth clause? No.
176. Do you object to the sixth clause, providing that, in case of any trustee dying, the surviving trustees shall, in two months, give public notice of a meeting for filling the vacancy, the Presbytery to nominate and send the name for approval to the Governor and Executive Council? That goes on the assumption of their having property and land from the State; the body to which I belong object to taking money from the State on any conditions.
177. You object to the Governor and Executive Council being consulted? I object to State interference at all.
178. Do you see any objection to the seventh clause? No.
179. Or the eighth clause? No.
180. The ninth clause, providing that the recognized minister may have free access to the church or chapel and burying-ground, without hindrance from the trustees—do you see any objection to that? No.
181. The tenth clause—do you see any objection to that? No.
182. The eleventh? No.
183. Do you see any objection to the twelfth? No.
184. Then your only objection to this Act, if I understand you rightly, is the reference in the first clause to the celebration of public worship according to the use of the Established Church of Scotland? You must understand me—there is no difference in our doctrine or form of worship; but so long as the Synod of Australia is in connection with the Established Church of Scotland, which I think it is to some extent, I could not conscientiously join with them to be subject to the control of the Church of Scotland.
185. The Act does not make you subject to it? The Act, all through, assumes the connection. I cannot give you any other reasons than I have done.
186. *By Mr. Sadleir*: You think the Act might be amended without being repealed? It might be amended so as to remove my objections, and, at the same time, to protect the property of the Synod of Australia, and maintain them in the possession of the privileges they now possess.
187. *By Mr. Holt*: Do you think any Act should be adopted which would leave the Presbyterian Churches in this Colony at full liberty to adopt any other form of doctrine they might think proper? Decidedly not.
188. Do you think some form of doctrine should be stated that Presbyterians recognize? So long as they adhere to the Westminster Confession of Faith I should be satisfied.
189. You would substitute, in any new Act, the words, "according to the Westminster Confession of Faith" instead of "according to the use of the Established Church of Scotland"? I think the Westminster standards would be better. Those are the words, I think, they made use of in Melbourne when they united.
190. If I understand you rightly, having gone through the whole of the clauses, you see nothing else that is very objectionable in the Act? I do not see anything particularly objectionable. As I have stated, I would be willing enough to unite so long as we were not subject to the control of the Church of Scotland at Home; I would allow the ministers of that body, for example, to take State Aid; I believe they take it as conscientiously as I would refuse to take it. The only barrier that I can see is, their being subject, as I fancy they are, to the control of the Church of Scotland.
191. But the Act does not subject them to the Church of Scotland, and therefore, repealing it will not affect the matter? If it can be proved satisfactorily that the Act does not do it, then the objection would be removed.

John
Richardson,
Esq.
4 Dec., 1861.



Rowand Ronald, Esq., called in and examined :—

R. Ronald,
Esq.

4 Dec., 1861.

192. *By the Chairman* : Has your attention been directed to the Presbyterian Church Temporalities Act ? It has.

193. It has been stated in evidence to this Committee, that this Act would form an obstacle to a union of the different portions of the Presbyterian Church in this Colony—is that your opinion ? It is.

194. On what grounds ? From my reading and interpretation of the Acts alluded to, I apprehend that they refer to one body and no other, that body the Established Church of Scotland, or rather that portion of it in this Colony connected with the State.

195. Do you think the existence of these Acts would be a bar to any union of the different sections of the Presbyterian Church in the Colony ? I do.

196. Do you know of any other obstacle to a union ? Well, with reference to this Act, one of my principal reasons is, that I hold that this Act merely provides for the Church of the minority of Presbyterians in the Colony—that by this Act the majority has to give way to the minority. I do not believe that the adherents of the Established Church of Scotland in the Colony are by any means in the majority.

197. Do you think, then, that a repeal of these Acts is absolutely necessary before any union can take place ? I think either a repeal or such an amendment as would adopt the Act to the body of Presbyterians generally ; and in such repeal or amendment, I certainly think that a provision should be made for securing the property of the various Presbyterian bodies who may wish to unite in one grand body, for the purposes for which it was originally intended.

198. Has your attention been directed to what is commonly called the General Church Act, or Sir Richard Bourke's Act of 1836 ? Not particularly.

199. You cannot state, then, whether that Act would provide for the security of Church property or not ? I could not.

200. *By Mr. Sadleir* : You do not think a repeal of the Act essential ; but that it might be amended ? Had I anything to do with it, I would have such an amendment of it as would be tantamount to a repeal.

201. You do not think striking out certain passages or words would be sufficient, such as "the Presbyterian Church connected with the Church of Scotland" ? That is the first thing I should strike out, certainly.

202. Then you think the amendments would be so numerous in this Act, that it would be almost better repealed ? I think we should not know the Act again.

203. You think a new Act essentially necessary to secure the property of the whole body ? I think it essentially necessary to a union of the various Presbyterian bodies.

204. *By Mr. Holt* : Will you be good enough to point out what alterations you would suggest—you have read the Act carefully, I presume ? I have read it. I would strike out, for example, "in connection with the Church of Scotland," throughout. That is the main thing ; I take it, it is the thing itself.

205. What else—would you leave the Church any established form of worship or state any standard of faith ? I would state a standard of faith.

206. What would you state ? I would take the Westminster Standards, at the same time without the interference of the Civil Magistrate in matters ecclesiastical.

207. But the Civil Magistrate is not mentioned in this Act ? There is something mentioned in the Confession of Faith about him. I am alluding to the Confession of Faith. The interference of the Civil Magistrate was the cause of all the disturbance in Scotland.

208. That was merely with regard to the temporalities ? A great deal more than that. It was the interference principally of the Civil Magistrate in matters with which he had nothing to do, in my opinion—the Church Courts. I would adopt as a standard the Westminster Standards, excluding the Civil Magistrate.

209. No power whatever is given to the Civil Magistrate in this Act ? Yes, there is ; "in connection with the Church of Scotland"—that implies it. This Act has been passed for one body at a time when the other bodies were not in existence.

210. Will you be kind enough to refer to the Act—begin at the beginning ? The title ?

211. There is nothing binding in that ? Well, in the body. "Before any sum or sums of money shall be issued from the Colonial Treasury"—that is objectionable ; and also the words "connected with the Church of Scotland." At that time, no doubt, this was put in referring to other Presbyterian bodies who were in existence in Scotland, but not in the Colony—Presbyterian Dissenters, Seceders, Relief, Burghers, and so forth. These were the various bodies in Scotland at the time.

212. Would it not meet your objection if the words "connected with" were omitted, and "of" the Church of Scotland substituted ? No.

213. You would leave out the Church of Scotland entirely ? Yes.

214. You would say merely the Presbyterian Church ? Holding the Westminster Standards.

215. What is the next objection—I suppose you would omit the celebration of public worship "according to the use of the Church of Scotland," and substitute the words "according to the Westminster Confession of Faith" ? No ; the form of worship is a different thing altogether. I think it is right enough there.

216. Do you object to the mode of appointing trustees ? No.

217. Do you object to the second clause ? Before I go any further I beg you to distinctly understand that I object to this Act altogether ; I could not entertain this Act, not one portion of it, as it is. The election of trustees is by a very fair method, and might do as well for a Temperance Hall or a School of Arts ; but I do not think there ought to be any Act in the matter.

218. I wish to know what amendments you would suggest—take the second clause ? I think that is only fair.

219. The third clause—do you see any objections to that? There are too many “ors” in it for my taste. Instead of “a member of the congregation or a communicant” I should say “Church member or communicant.” R. Ronald,
Esq.
220. I think it is scarcely necessary for the Committee to go into such minor details? A 4 Dec., 1861.
221. The fourth clause—do you see any objection to that? I think the time ought to be extended, say to two years.
222. What is your opinion respecting the fifth clause? I do not see any objection to that; I think the whole body should elect.
223. The sixth clause—do you object to the Governor and Executive Council having anything to do with it? Yes.
224. The seventh clause? No objection to that.
225. The eighth clause? I do not hold with that at all. The pew rents, and everything of that sort, should be in the hands of the Deacons Court, or the Church Committee.
226. The ninth clause—have you any objection to that? None.
227. The tenth clause, respecting the leasing of glebe lands? That also should be in the hands of the Deacons Court. All temporal affairs of the Church, according to our mode of procedure, should be vested in the Deacons Court, or in a Committee of management.
228. The eleventh clause? The whole thing should be in the hands of the Deacons Court, that Court elected by the Church members.
229. The twelfth clause—do you approve of that? Yes, certainly they should furnish annual accounts to the proper parties, that is, the Deacons Court.
230. Then, in all these clauses, you would substitute the Deacons Court for the trustees? Yes.
231. What power would you leave to the trustees? They are responsible to the main body, by whom the Deacons Court are elected.
232. By the alterations you suggest, the whole power would be surrendered to the Deacons Court? Not the whole power. You may have trustees, as here stated; but of course the Government has nothing to do with it. I take it we cannot do better than follow the ecclesiastical rules of Presbyterians, and there you have the whole matter—ministers, elders, and deacons—all the temporalities men in their proper places.
233. We have gone through this Act, and it seems you approve a great deal of it? I take the foundation from it.
234. In repealing this Act would you substitute any other? You take me by surprise, because I did not come here to offer an opinion as to any other Act.
235. I merely wish to ascertain what further legislation is necessary if you repeal this Act? I do not see that I can say what is necessary, because I repudiate State Aid altogether.
236. If this Act were repealed would any inconvenience arise? I think not; I think it would be a boon to the country—to our portion of the community, Presbyterians generally. I object to it in every shape and way.

Mr. George Brown called in and examined:—

237. *By the Chairman:* Has your attention been directed to the Presbyterian Church Temporalities Acts of this Colony—the Acts passed in 1837 and 1840? Yes. Mr. G. Brown.
238. It has been stated in evidence before this Committee that the existence of these Acts would be a bar to the union of the different portions of the Presbyterian Communion in the Colony; is that your opinion? It is decidedly. A 4 Dec., 1861.
239. On what grounds do you think so? I do not think that any legislation at all is wanted in the matter. I believe that the Church is able to govern itself, without the interference of the civil power at all; and I think these Acts will be a bar to any union until they are entirely expunged from the Statute book.
240. You would not recommend any amendment of these Acts? None whatever.
241. You object to civil legislation in the matter altogether? Altogether, in ecclesiastical matters, whether spiritual or temporal.
242. You conceive, then, that the existence of these Acts is an obstacle to any union in this Colony? Decidedly.
243. Is there any other obstacle to union, do you conceive? I am of opinion that the Church, or that portion of it which is connected with the State, would be an obstacle in the way of union with those who are opposed to the principle of State connection.
244. *By Mr. Sadler:* Pray to what Presbyterian body are you attached? At present I am attached to the Presbyterian body on Church Hill, of which the Reverend Dr. Lang is senior pastor; but previous to coming to this country I belonged to what was called the Relief Church in Scotland.
245. You think that so long as any portion of the Presbyterian body is attached to the State there cannot well be union? No, I think there can be no cordial, satisfactory, or permanent union, so long as that exists.
246. *By Mr. Holt:* Do you think it a greater evil to legislate for a Church than to appeal to the judicial tribunals of the country? I think it is.
247. Do you not think it is possible for the Legislature to prevent litigation? No.
248. Take the election of trustees; here is a clause to the effect that there shall not be less than three nor more than five—Supposing a majority of the members took it into their heads only to have one trustee, and another portion were determined that there should be three, what would be the result if there were no Act? The majority would rule, unless there was some deed by which the property was held, which might be done without any Act—

Mr. G. Brown. Act—a model deed, or deed of trust. If the property were granted from the State, or purchased in the ordinary way, of course it would be necessary that some model deed or deed of trust should be in existence, and then if that was drawn in accordance with certain principles, if the majority deviated from these principles they could not hold the property.

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249. Do you not think that, in the absence of such a deed, the Legislature should try to prevent litigation? I think not. It might possibly stop litigation, but it could not stop dissatisfaction in the Church.

250. But legislation binds the minority to submit to the majority? No, it does not bind them to submit; they can withdraw. I believe any body of men who meet for any specific purpose whatever, no matter whether religious or otherwise, are certainly able to fix upon some general rules by which they should be guided.

251. Do you not think it would be first desirable to establish the rules by which they shall be bound, before altering or repealing those rules already in existence by legislation? I have already given my opinion that no union can take place while this Act stands.

252. Would you be kind enough to state some reasons in detail—is your objection, or is it not, to the mode of election of trustees? I think in carrying out the details there are some things in this Act which might very well be carried out under any system whatever.

253. Under a model deed? Under a model deed.

254. Before this Act is repealed do you think it desirable that a model deed should be adopted by each Church, to prevent confusion? If the property now held by that portion of the Presbyterian Church in connection with the Church of Scotland were to be made over by the Government to that body, or to Presbyterians generally, then it would be necessary that some model deed or deed of trust should be drawn out; but if the property were to be taken by the Government from the Church that now holds it, and from Presbyterians generally, it would be for them to draw up such a model deed or deed of trust themselves.

255. I have never heard the idea suggested that the Government should deprive the Presbyterian body of their property—nothing further than State Aid? I am not saying they will; I do not anticipate that they will; at the same time it is possible that they might do so.

256. What would be the state of the Churches if this Act were repealed? It would be necessary that some model deed or deed of trust should be fixed upon.

257. Do you think it necessary that such a model deed should be framed, signed, and sealed, in the first instance, before this Act is repealed? Yes.

258. You think it undesirable to repeal this Act until some preparation has been made? For securing the present property.

259. And also regulating the affairs of the Church? No, not regulating the affairs of the Church.

260. I merely mean the temporalities? I mean just for securing the present goods and chattels of the Church.

261. This Act goes no further than that? That is my great difficulty. You see, I, as a Presbyterian, cannot recognize any interference of the State with the Church at all, and therefore I see a difficulty in respect of the conveyance of the property which is now held by the State Church, or by the Presbyterian Church in connection with the Church of Scotland; I see a difficulty which would not exist had they no property already. Were there no property already in possession of the Church, over which the Government had any control, then it would not be necessary that any model deed or deed of trust should be drawn up.

262. To prevent litigation amongst yourselves, I wish to know how you would manage the affairs of the Church among yourselves if there was no law to regulate you? We would draw up a model deed, or deed of trust, subject to the laws of the country, without getting any specific Act passed for ourselves.

263. Do you think that is the opinion of Presbyterians generally, that it would be preferable to have a model deed for the whole of the Churches rather than have any legislation? Yes.

264. What is the ground of objection to the State legislating? Because I think it is not in accordance with the Scriptures; I object to the interference of the State in religious matters.

265. What I wish to ascertain is, in what way it would be to the advantage of the Presbyterian Church if this Act was repealed? It would leave us to do as we thought proper, without the interference of the State at all.

266. I wish to know what you have to object to? The great evil in the Church of Scotland has been because the State has had to do with the property.

267. That is, with reference to advowsons or gifts of livings? Yes.

268. Here you elect your own trustees and administer your own affairs? Yes, but then they are in connection with the Church at Home that does so, and in course of time the same state of things might creep in here.

269. You would not recommend the repeal of this Act until the model deeds have been agreed to? I would recommend that some model deed or deed of trust should be drawn for the existing property of the Church.

270. This Act goes no further? I most certainly object to any legislation in religious matters.

The Honorable Samuel Deane Gordon, M.L.C., examined :—

271. *By the Chairman*: Has your attention been directed to the Presbyterian Church Temporalities Acts of this Colony? It has.
272. It has been stated in evidence before this Committee that the existence of these Acts forms a bar to any general union of the Presbyterian body in the Colony—is that your opinion? I think it is not necessarily so. I do not think these Acts would prevent union, provided all the different sections of the Presbyterian Church at present in the Colony choose to unite even with these Acts remaining as they are.
273. Do you think they would be likely to unite, with these Acts remaining as they are? I do not think these Acts being in existence as they are need prevent a union, but if the union took place I think then it would be necessary that these Acts should be repealed.
274. You think the repeal of the Acts would be necessary eventually? I think so, if a union takes place; because, if there were a united body, the property belonging to the different sections of the Presbyterian Church, as they are at present, would then become the property of the united body, and it would be necessary then that a model deed, which has been spoken of so often, should be prepared, by which the whole of this property should be held for the united body.
275. Do you consider Parliamentary legislation for ecclesiastical bodies—for Presbyterians—either necessary or advisable? I think not; I object to it altogether; I think it is quite unnecessary.
276. Do you see any difficulty in Presbyterians, or any other religious body, securing their property without such legislation? There is not the slightest difficulty, I think, in the matter. There are different denominations at present existing in the Colony which have no legislative enactments at all connected with their different religious institutions, and who govern their own internal affairs by their own regulations.
277. Do you consider their property as safe under its present management as that of the bodies that are connected with the State? Quite as safe.
278. Are you aware whether the Irish Presbyterian Church, which has existed for two centuries in the North of Ireland, has any Parliamentary enactment? I believe they have no Parliamentary legislation connected with them in any way whatever.
279. Is there any uncertainty in the holding of their property? I believe not; I never heard that there was. No doubt at one time, when a dispute arose between what were called the Arians and the Evangelical Presbyterians of the North of Ireland, there was a question raised about some of the property, but it was settled by referring to the terms of the model deed under which the property was held, and in that way the property remained with whichever party it was found to belong to, or for whom it was originally intended.
280. That was decided by the ordinary Courts of Law? Yes.
281. Are you aware of any other obstacle to a union of the Presbyterians of this Colony, besides the existence of these Acts? In my own opinion there need be no obstacles in the way of union; but I am aware that there are obstacles in the way of a union between the different sections of the Presbyterian Church on ecclesiastical points.
282. *By Mr. Sadleir*: Until union is effected on ecclesiastical points do you think this Act stands in the way? I think if this Act was repealed perhaps union would be brought about more speedily than it otherwise will be; but I do not think these Acts remaining as they are necessarily stand in the way of union.
283. Have you any idea of the mode of appointing trustees in the North of Ireland? All parties who have any authority in the Church in the North of Ireland are appointed by the congregations, subject to the approval of the Presbyteries to which the different congregations belong.
284. In the model deed do they provide against any dishonesty on the part of a trustee? Yes, just as effectually as this Act does. No law will prevent dishonest men from being dishonest, but the Courts of Law will punish them just as well under a model deed as under this Act.
285. *By Mr. Holt*: Do you think it desirable to repeal this Act before a union has been effected or a model deed adopted? I do not think it is a matter of any consequence whether it is repealed or not.
286. You think it is not a matter of consequence, its being repealed before the model deed's being executed? I think not.
287. Do you attach no importance to the model deed? Yes, I do.
288. If you have neither a model deed nor an Act to guide you, how would you regulate, for instance, the appointment of trustees? Each congregation would appoint its own trustees to hold the property for the benefit of the congregation, under the authority of the Presbytery to which it belonged.
289. If the congregation had nothing to guide them—no law amongst themselves, no model deed, no legislation—what would guide them? There is a general law to guide them, which is thoroughly understood amongst Presbyterians.
290. This Act is binding on all congregations? This Act is not binding; it enables the trustees appointed under it to hold the property for the purposes for which it was intended, and trustees appointed in any other recognized way would be just as fully entitled to hold property, either under a model deed or regulations among congregations themselves, as under this Act.
291. Do you think it would be possible for a member of the congregation to dispute the right of a trustee—to move the Supreme Court to call upon a trustee or trustees to shew by what right he or they held the property of the Church—unless he or they were legally appointed? They are just as legally appointed for the purposes intended, if they were

The Hon.
S. D. Gordon,
M.L.C.

4 Dec., 1861.

The Hon. S. D. Gordon, M.L.C. appointed by the congregation, as they are under this Act. You cannot prevent any member of a congregation, or any person dissatisfied, from disputing or objecting, even under this Act.

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292. Have you read the Act carefully? Yes.

293. Does it rest with the congregation to appoint? It rests with the congregation to nominate the trustees, and their nomination is confirmed by the Presbytery.

294. Does it not say pew-holders? They are the congregation.

295. Are there not many who attend who are not pew-holders? Many.

296. Are they not considered part and parcel of the congregation? For the time being, when they are there, but they have no voice in the management of the affairs of the Church.

297. Would they not have a voice if there was no Act and no model deed? None whatever, unless they were pew-holders as under this Act, or communicants—that is, members of the Church, which would be the term used in a model deed. A person entering the church, as you spoke of just now, would have no voice whatever in the management of its affairs. Power is inherent in every congregation to manage its own affairs.

298. They must have some fundamental law to enable them to do that? No fundamental law is necessary for you or I to agree upon any question; we would come to a mutual understanding.

299. If we have a dispute afterwards, who is to settle it? A Court of Law.

300. Would there not be many appeals to the Courts of Law, if there was no Act, no model deed? Not necessarily more so than under this Act; for instance, the Free Church have no Act whatever.

301. No model deed? Yes, they have a model deed.

302. A model deed is in substitution of an Act; where they neither have an Act nor a model deed, what is there to guide them? If these Acts were repealed, and a union of the Presbyterians of the different sections took place, then they would either agree upon having a new Act, or agree on having a model deed, under which the property would be held.

303. Do you not think it desirable that, in the first instance, they should come to an agreement and know what they do require? I think it very desirable they should come to a union as speedily as possible; but I have already stated that, in my opinion, these Acts neither are a bar to union nor will they forward it. I believe, as they exist, they may be a hindrance, but not necessarily so.

304. Do you not anticipate that the repeal of these Acts might be the cause of some inconvenience to some of the Churches? Not the slightest inconvenience.

305. Do you think that is the opinion of the majority of the members of all the Presbyterian Churches? I am sure it is the opinion of a large majority of the Presbyterians in the Colony. It is very likely not the opinion of some of the members of the Established Church of Scotland; but the General Church Act provides for holding the property just as securely as this Act does, so that the property would be fully as secure, if this Act were repealed, as it is at the present moment.

WEDNESDAY, 11 DECEMBER, 1861.

Present:—

DR. LANG,
MR. SADLEIR,

MR. SMART.

MR. HOLT,
MR. DICKSON,

JOHN BOWIE WILSON, ESQ., IN THE CHAIR.

The Rev. James Fullerton, L.L.D., called in and examined:—

Rev. James Fullerton, L.L.D.

11 Dec., 1861.

306. *By the Chairman:* You are a Presbyterian Minister, Dr. Fullerton? Yes, Minister of the Scotch Church, Pitt-street South, Sydney.

307. There are several sections of Presbyterians in this Colony—they are divided into several sections? Yes.

308. Would you be kind enough to state to which of those sections you belong? I am in connection with the Church of Scotland—the Synod of Australia, in connection with the Church of Scotland.

309. How many of those Presbyterian sections or divisions are there in the Colony? Really I do not know. There are three bodies that we know to be distinct, because they are openly connected with bodies at Home—the Synod of Australia, in connection with the Church of Scotland; the Eastern Synod of Australia, in connection with the Free Church; and Mr. Thompson, in connection with the United Secession. Then there are two who have no connection with any person but themselves—the Synod of New South Wales, and Mr. Gordon of Balmain—he is distinct; he is not connected with the Synod of New South Wales.

310. Are you aware of the object of this Committee? I cannot say that I am. I saw what appeared to me to be contradictory statements in the paper—that a motion was made for the appointment of a Committee; and then it was stated that the Committee was appointed, not for what the motion stated, but for something else.

311. I may be allowed to mention to you that this Committee has been appointed with the view of considering and reporting upon the expediency of amending or repealing the Act 8 William IV, No. 7 —? I would be strongly opposed —

312. The title of which Act is “An Act to regulate the temporal affairs of Presbyterian Churches and Chapels connected with the Church of Scotland in the Colony of New South Wales”; and another Act to amend this Act, passed in the year 1840, has also been referred

referred to this Committee;—the Committee, therefore, is to take into consideration the expediency of amending or repealing the said Acts? I think it would be highly inexpedient, at the present time, to amend or repeal either of these Acts.

313. You have stated to us that the Presbyterians of the Colony are divided into several sections or divisions? Yes.

314. Do you think such a state of things is desirable? I think it is not at all desirable.

315. And you also think that it would be an advantage to the Presbyterians themselves, as well as to the Colony generally, if a union could be effected between the various bodies of Presbyterians? I am very anxious that a union should be effected, if it could be effected on proper principles.

316. And you think that the interests of the Colony generally would be benefited by such a union, do you? Well, I would not like to give an opinion upon that point. I do not think I am called upon to give an opinion as to the effect of any change in the Presbyterian body on the community at large. I think the Presbyterians themselves would be more comfortable and efficient as a Church if they were united, than they possibly can be while divided.

317. Do you not think, looking at it in a general point of view, that discord and disunion amongst any body of Christians in a Colony, is a great national calamity? There are evils that arise from divisions, but there are some advantages, and some people consider that the advantages of division more than counteract the evils that arise; and although the Presbyterians were united, that would not unite the Christian Church in the Colony; there are, I believe, four sects of Wesleyans.

318. I was not alluding to them. I think you misunderstood me. I asked the question whether discord amongst any particular Christian sect or denomination was not to be lamented and deplored, looking at the matter in a national point of view? In one sense it is to be lamented, but not in another. In another sense, it may arise as a necessary consequence of freedom of discussion and freedom of opinion.

319. Among these various sects and denominations, is there any difference in their mode of worship? I do not believe there is any material difference in the mode of worship adopted by the three bodies that are united with the old Churches at Home, but I do not know what the practice of the other two is, and I cannot therefore speak.

320. Are you aware whether there have been any differences in the religious tenets of the Church—in their creed? I believe that the United Secession object to one of the chapters of the Confession of Faith. The Confession of Faith is received as a whole by the Free Church of Scotland, without objection.

321. Then between the Free Church of Scotland and the Established Church of Scotland there is no difference? There is no difference; they both receive the same standards, and without qualification.

322. Is there any difference in the Church government of those various bodies? The one is connected with the State, and the other is not. Patronage exists in the Church of Scotland to a certain extent, and under certain regulations, but there can be no patronage in a voluntary Church, which the Free Church practically is.

323. But the interference of the State does not go any further than patronage? Oh! no; the form of government is the same.

324. And that does not interfere in the slightest degree with the spiritual government of the Church, or with its form of government? I think not.

325. Therefore there is no difference? There is therefore no difference.

326. Now, sir, you have said that these different bodies of Presbyterians remaining separate encouraged freedom of discussion. I am at a loss to understand what you mean by the term, when we find in their Church government a form of worship so very similar. I cannot see any great advantage which can arise. Perhaps you would be kind enough to explain? When I stated that some people think the advantages arising from division do more than compensate for the evils arising from it, I did not state that as my own opinion, but only as an opinion which I have heard expressed by many men.

327. Well, then, you do not personally consider that these disunions are of any advantage? I would not like to say that. They may make both parties more vigilant and active. The one may watch the other, and in this way stimulate zeal to a greater extent perhaps than would be otherwise manifested.

328. Do you not think the same end might be obtained in a very different spirit—by brotherly love? No doubt. I am only stating the views of those who take an active part generally in forming divisions.

329. Will you be kind enough to state to the Committee what, in your opinion, are the great barriers to a union of the various sections of the Presbyterians in the Colony? The first great cause, in my opinion, is the prejudices arising from early associations.

330. Are there any other reasons? I think that is the great cause which prevents the three bodies—the limited Secession, the Free Church, and the Synod of Australia, from uniting.

331. Do those prejudices exist among the clergymen or amongst the congregations? Amongst both. Men who have been brought up exclusively in connection with the Church of Scotland, the Free Church, or the United Secession, when they come here, are led, by the very habits to which they have been trained, to associate themselves with those of their own peculiar denomination, and to keep aloof from those of other denominations.

332. Well, as far as I can gather from your remarks, those prejudices can only be as to the name? I think so.

333. Perhaps then, that might be overcome by generalizing them under some common head or name? That is my view only. There are some who state other reasons, which they say are of vital importance.

334. Were you in the Colony in the year 1837, when this Church Temporalities Act was passed?

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passed? I arrived in the last month of 1837. The first Temporalities Act had passed before we arrived.

335. Then you are perhaps not in a position to give any information as to the causes which led to the passing of this Act? I know nothing of the origin of them.

336. And you have already stated to the Committee that, in your opinion, this Act ought neither to be repealed nor amended? In the present circumstances of the Church.

337. Will you be kind enough to explain to us what are the circumstances to which you allude? I think that the alteration or the repeal of these Acts would prevent union.

338. Perhaps you would be kind enough to explain how, in your opinion, they would prevent union. I may be allowed to state to you, that we have got it in evidence before this Committee that this Act is a great barrier to union, consequently you will understand the reason of my asking the question? The Presbyterian Church Temporalities Acts preserve the property that has been acquired in connection with the Church of Scotland, for the use of those Presbyterians in this Colony who wish to remain in that connection. It is also stated that at all times the minister for the time being is to have free access to the church. It renders it impossible for the whole body of the trustees or any part of them to exclude him from the church and manse.

339. Are those the grounds? Those are the first part of my statement. These provisions preserve the whole of the property for the Synod of Australia, to be retained by them for any purposes that they as a Church Court think consistent with the object for which it was given.

340. Are you aware how the Church property belonging to the Synod of Ulster is held? It is held in connection with the Synod of Ulster.

341. Is it vested in the Synod of Ulster? Yes.

342. All the property? Yes, and all the property of the United Secession is vested in the United Secession.

343. Is it vested by the Crown? No; by original grants.

344. Do you not think the same course might be beneficially adopted in this Colony? I am not prepared for that; I want to state my reasons, if you will allow me.

345. We should like to hear your reasons? If these Acts were modified—if they were repealed, so as to alienate the property in any way from the Synod of Australia as at present constituted, then the surviving trustee, or the whole body of trustees, could turn out the minister, and, I believe, make any use they pleased of the property for their own purposes. I will take my own case;—All the trustees who are named in the original grant of the Scotch Church, Pitt-street South are dead, with the exception of my brother, and he is now out of the Colony. If this Temporalities Act were repealed, my brother might turn the minister out and let the property for any purpose he pleased. I do not see how anybody could at all interfere with him. No doubt it would be quite evident that the property was originally granted for Church purposes, but then the Act recognizing that purpose would have been repealed, and consequently the property would be by the repeal of that Act alienated from the Synod of Australia. Who then would have a right to claim it? I cannot see how it could be claimed; I have turned the subject over in my mind frequently. We will take another view:—Supposing the Synod of Australia had agreed to unite—we have at present sent Home for advice as to terms of union, because we are convinced that no terms of union could be beneficial in this Colony that did not meet the approval of the United Secession Church in Scotland, the Free Church in Scotland, the Established Church in Scotland, and the General Assembly in Ireland. It is from these four that we have got all our ministers, and it is from these four bodies that our ministers for many years must come. If we were to effect a union here that was not approved of by any one of those four bodies, they would continue to send ministers here, but they would instruct them to have no connection with the united body; consequently as soon as the union had been effected here, a new division would be created by new arrivals. Therefore it has always appeared to me that, in order to have a union which will be effective, we must have the terms such as would meet with the approval of the Churches at Home. The Free Church has approved already, in the most formal manner, of the terms of union adopted by the Church in Victoria. We have sent Home those terms and suggestions to the Church in Scotland, asking them to suggest to us in what way they could be modified, so as to meet their entire concurrence; or if the Church of Scotland could approve of these and send out ministers, if we united with the other bodies on these terms, and any alteration of the Acts, in the meantime, would I think increase the difficulty. I will shew you how:—In some instances where the grant has been issued for five or six years, there are only one, or two, or three, of the original trustees surviving; and supposing that the survivors did not happen to approve of the terms of union adopted by the united body, they could hold the property, and say—we will not go into the union at all; we will have nothing to do with the united body; we will send Home and get a minister to ourselves. In this way any alteration at the present time would, in my opinion, completely be a bar to union.

346. But have not those properties been given over in trust for particular purposes? Yes.

347. Then, as a matter of course, I should think those trustees would be bound to act in accordance with the trust imposed; that is to say, they must devote the property to the purposes of the trust? The trust, as they might choose to interpret it.

348. You have stated that you thought the trustees could dispose of the property for their own use and purposes? Yes, and I will shew you how:—The Trustees hold the property for the church or manse in connection with the Church of Scotland. If you repeal the Acts that require all the Presbyterian Church property that is recognized by Law to be held for ministers and people in connection with the Church of Scotland, then the trustees hold the property; the body to whom the land was granted have united, and now have no connection with the Church of Scotland. Therefore any trustee wishing to retain his connection with the

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the Church of Scotland would of course say—I hold the property for the original purpose for which it was granted; I have nothing to do with your union.

349. But supposing that the Church of Scotland express a desire for this union of the various Churches in the Colony. If the trustees acknowledge our clergymen as being Presbyterian clergymen in connection with the Church of Scotland, the objection would be got over entirely? I think the precedent of the Presbyterian Church in Victoria is the only thing we have to guide us. In Victoria, first, the three Synods passed a solemn resolution adopting certain terms of union, and binding themselves on those terms to unite so soon as a Temporalities Act could be obtained transferring the property of the different sections to the united body. And then the preamble of the Victorian Act states, that whereas Acts were passed for Church grants in connection with the Presbytery of Victoria, and whereas there were three or four bodies in Victoria, and whereas these had agreed to unite, it is hereby enacted that all the property held in trust for the use of each and all these respectively shall be vested in a united body so soon as that union has been effected. And then it states, that that union when effected is to be gazetted in the *Government Gazette*, and that after that date all the property of the whole of the bodies is to be vested in the united body. Any attempt to pass an Act affecting the property of any one party before the union had been effected and the terms of union agreed to by all the parties, would, in my opinion, decidedly increase the difficulty of union, and run the risk of alienating or losing the property already acquired.

350. Do you see any objection to such an Act being passed in this Colony as that which has been passed in Victoria? Not the least, if at once the various Synods bound themselves by certain resolutions to approve certain terms of union, but the terms must first be agreed to by mutual consent.

351. The general circumstances of the Presbyterian Church in the Colony are very much altered since 1837? Oh! very much.

352. But, then, at that date there was only the one section in the Colony in connection with the Established Church of Scotland? A number of us who, in my opinion foolishly, refused to join the Presbytery of New South Wales when we arrived, refused to receive State support, because it would not be given to us unless we disclaimed connection with the Church of Scotland, so that the feeling universal then among Presbyterians was, so far as I knew, to have exclusive connection with the Church of Scotland, and with no other Church.

353. And you do not think that the different circumstances in which we are now placed—so many different sects of Presbyterians being in the Colony—at all alters the case as to the propriety of the Government legislating for one particular section of that Church? I think that, unless they were to act on the request of a majority of that sect, it would be an unprecedented case of tyranny.

354. *By Mr. Dickson:* Of course you are aware that the Presbyterian Church is divided into a great many different sections? Oh! yes.

355. How many sections is it divided into? There are five, I believe.

356. Is there anything in the doctrine, or discipline, or mode of worship of these different sections, that would prevent a union? I think there is nothing that ought to prevent a union.

357. Do you think it desirable that a union should be effected? Certainly. I think it is very desirable, if all the parties could agree on the terms, and if those terms were such as to admit of the approval of the Churches at Home. No permanent union would be effected here, unless the terms are such that they would be approved by the four Churches at Home. If the terms are approved by the Free Church I have no hesitation in saying that they would meet the approval of the Irish Assembly, and I know that the Irish Assembly approve generally of the terms adopted in Victoria.

358. You are acquainted with the Acts 8 Wm. IV, No. 7, and the subsequent Act which was passed to amend that Act? Yes.

359. Do these Acts stand in any way as a barrier to union? I think not. I think they assist us very much in preserving the property, and keeping the body united, and preventing further division. I cannot imagine that either the Free Church or the United Secession Church, or, in fact, any section of the Presbyterian Church, would be more willing to unite with us if we were denuded of all our property by legislation than they would so long as we retained it.

360. If this Act were repealed what would follow adverse to the interests of any section of the Presbyterian Church? It would, in my opinion, leave the whole of the property held for the use of the Presbyterians in connection with the Synod of Australia, at the arbitrary disposal of the present trustees.

361. If these Acts were repealed, would you consider it necessary that some further legislation should be passed? I cannot imagine that any Legislature would think of repealing them without at the same time transferring the property to some known body that would be accountable for its proper administration. There must be some known person. If it be thought that the members of the present Synod of Australia have abused the property, or are incapable of managing it for the public good, then the enactment of the penal laws of Ireland would give a precedent to shew that the Legislature might step in and transfer the property, as they transferred the property of the Roman Catholic Church to the Church of England. Something of that kind might take place, but I cannot imagine that any Legislature would think of repealing these Temporalities Acts unless with that intention.

362. Are you aware if there is any legislative enactment to regulate the affairs of the Irish Presbytery? No; for it was impossible, when the Irish Presbytery was formed, to get an enactment.

363. What are the differences between the state of the Irish Presbytery, which exists without legislative enactment, and the state of the Presbytery in this Colony, where legislative enactment

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enactment is deemed necessary? The only difference is this—the grants are issued differently. The grants here are issued by the Government for the church and manse in connection with the Church of Scotland. Then an Act is passed recognizing those grants, and shewing how the trustees of those grants are to be chosen—how the land is to be held, and for what purpose. In Ireland, the lands were purchased by the Presbyterians themselves, or were presents. The Church therefore had a particular form of grant, and every trustee is bound to that, subject to the approval and direction of the Synod within whose bounds the property is placed; so that by a resolution of the Synod any trustee could be removed.

364. Have any grants been issued to the Synod of Ulster or to the Irish Presbytery, similar to those that have been here granted by the Government? No; they have no Government grants; they have State aid. They have salary by vote every year from the Imperial Parliament.

365. Is the Irish Church in any way endowed by the Government? As to the salaries of ministers—nothing else.

366. No property? They neither get property nor any assistance for building.

367. But these Acts ensure the application of the grants made by the Government here to the purposes intended when such grants were made? They give us the means of prosecuting in a Court of Equity any trustee that misappropriates the property. They give us a legal position and a legal standing, and enable us to prosecute any trustee we consider a defaulter; and I think their repeal, or even modification, would deprive us of that power.

368. There have been divisions in the Church always, from the earliest ages? Always.

369. Minor or greater, according to circumstances? Yes; even in the days of the Apostles.

370. So that there is nothing new in it. The divisions here, are they doctrinal divisions—arising from doctrinal matters? I do not like to answer that question. Some people may regard them as doctrinal, but I do not.

371. I mean religious doctrine? So far as I understand it, what prevented those who went out from us remaining with us was, that we would not condemn the Church of Scotland—that we would not give a tacit condemnation, by declaring that we would no longer have any connection with it. That I understood to be the only difference between us and the Free Church. The United Secession Church, again, have always made it a point to condemn all connection between the Church and the State, and consequently had received no salary. They would not unite.

372. You would not call the Church and State division a doctrinal division? They might; I would not.

373. Are the divisions in the Church here owing to the possession of temporalities? I think not, and I will give you an instance:—When the members of the Free Church left us, Mr. Hamilton and Mr. Nowbray would not unite with the others. When they left us they remained aloof, and the Free Church were as much opposed to them as to us. They said that they considered there should be only one Church here, and they would not recognize us or the other branch, because we recognized the Church of Scotland, and the other the Free Church. They said there should be none but an Independent Church, and therefore when the two left us, they divided amongst themselves, and increased the division.

374. Then I understood that this division arose from your being connected with the Church of Scotland on the one hand, and—? When six ministers left us, who were formerly connected with the Church of Scotland, they divided into two parties themselves, shewing that the mere Temporalities Act could not affect them.

375. As the Crown grants these sites for churches and so on, it is necessary that the Government should make some provision, in order to see that they are properly applied to the purposes for which they were given? Yes, of course.

376. And these Temporalities Acts were passed for that purpose? For that purpose.

377. Can you describe any other mode of securing that object without the Temporalities Act? I do not see how any other mode could be devised that would at all accomplish the object.

378. Then on the whole, you do not think the Temporalities Act is the cause of the division between the Churches? I think not.

379. Or that it prevents your union? Not in the least.

380. *By Mr. Holt*: Can you suggest any amendment to this Act which was passed in the year 1837? I never have felt the want of any alteration but one, and that arises from the difficulty of the 7th clause; but that, in my opinion, is an alteration which we should never ask for alone.

381. The 7th clause is:—“And be it enacted that the new trustee to be nominated or selected as aforesaid pursuant to this Act shall become jointly with the continuing or surviving trustees or trustee a trustee of the site of the church or chapel minister’s dwelling burial ground or glebe land in respect whereof he shall be appointed and all such deeds and assurances shall be made and executed as shall be necessary legally to effectuate and complete his appointment as such new trustee as aforesaid.” What alteration do you suggest in that clause? Mr. George Bowman and the late Mr. Thomas Cadell were appointed regularly trustees, under this Act, of the Scotch Church, Jamieson-street; and Mr. Justice Milford decided—and I think, correctly—that they were not trustees, because they had received no conveyance, and it is impossible under the circumstances that they could get a conveyance. New trustees, when appointed, are appointed to fill up vacancies created by departures—by death. If a man dies he cannot convey, and the remaining trustees cannot convey.

382. But has not the Supreme Court a general power to convey in cases of death? I merely speak of that decision. The amendment I have all along desired would be simple; it might be effected by a small declaratory Act, such as they have in Van Diemen’s Land, which

which declares that all the different denominations of Christians who have property shall, on the first week of January, transmit to the Colonial Secretary a list of trustees that they recommend to hold the various properties, and that on this being approved by the Executive, and their names published in the *Government Gazette*, they are thereby vested with the property for which they are chosen as trustees, just the same as if they had a formal conveyance. Practically there is no great inconvenience in reference to the old trustees, so long as the Acts remain unrepealed, for the heirs of the surviving trustees are always accountable for the property, in Equity; and this Act gives the minister the privilege of going into a church and doing his duty, whether the trustees wish to stop him or not. That is the only amendment. I spoke to the present Government two years since, in reference to the subject, but I found a similar provision was contained in the Synods Bill of the Church of England, which would have made the Bishop virtually the trustee of the whole of the property; and until that was decided, some persons connected with the Government said it would be unwise to introduce this. They did not think they could carry a General Act of that kind unless the Church of England approved of it; it would depend upon what course they took in reference to the Synods Bill. I never heard any person complain of the operation of that General Act in Tasmania: it was at one time published in the *Herald* here. It is a very short Act, not much larger than one of those clauses. Just as the members of a Corporation are in a position of trust so soon as they are appointed aldermen, so this would invest trustees chosen by the various denominations with their property. So soon as they had been approved by the Executive Government, and their names published in the *Government Gazette*, they would be vested with the property for twelve months, or until others are appointed to succeed them. I do not think it would be desirable to ask an amendment of that kind unless it was to affect all Churches of all denominations.

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383. Not for Presbyterians only? No, I would rather remain as we are, than ask that for any one sect.

384. That is the only amendment you were suggesting? That is the only amendment.

385. From your own personal experience, have you found these Acts work prejudicially to the Presbyterian Church, in any way whatsoever? Not so far I know.

386. Do you think there would have been the same dissension—the same number of sects as there are at the present time, if no such Act had been passed? I have no doubt of that. There is no Temporalities Act, I believe, in South Australia, and yet there is just the same amount of division there as here.

387. Just the same? They have neither State Aid nor Temporalities Act, and yet there is a party in connection with the Established Church, a party connected with the Free Church, and a party connected with the United Secession.

388. Then if this Act were repealed, you think the temporalities of the Presbyterian Church would suffer greatly from the property having no recognized owner? I think so.

389. And you are quite sure in your own mind that there is no barrier to the union of all the Churches? I am fully convinced of that.

390. I think you state that you arrived in this Colony in 1837? In the year 1837.

391. How many ministers were there here at the time of your arrival? There were ten came in the ship with us.

392. I mean old ministers? There was one at Maitland, one; one at Bathurst, two; one at Pitt Town, three; and Dr. M'Garvie, four.

393. There were four ministers? Yes; and—

394. What was the moral standing of the ministers then in the Colony? There was Mr. Hetherington, at Singleton, five; and Mr. Tait, at Wollongong, that is six; and Mr. Allen, at Parramatta, seven.

395. How long had these seven ministers been here? Some of them had not been here more than a year. I do not know the exact time.

396. Who are the four you alluded to in the first instance? Those four had been a long time here.

397. Do you remember the names of the four? There was Mr. Garvin.

398. Where did he reside? At Maitland; Dr. M'Garvie and Mr. Smith, at Bathurst; and Mr. Cleland, at Pitt Town.

399. These are the only four ministers that had been here some time; all the others had arrived just previously—within the twelve months? I could not state how long.

400. What was the moral standing of those four ministers when you arrived—were they men of good character? Well, that is a question I really am not in a position to answer.

401. Were any of them under charges of intemperance? Dr. Lang told me that two of them were, but I never heard any other person say so. I met Mr. Cleland frequently in some of the first families in Windsor, and they spoke favorably of him to me; I knew nothing of him personally, except what I saw when I met him at their table.

402. Did he continue a minister of the Presbyterian Church some time after you arrived? He continued a minister until he died.

403. And the other gentlemen? Mr. Garvin resigned at that time. There was some kind of trial with both. In the Windsor case, the trial broke down—there was no decision. I do not remember the particulars, but the Presbytery did not censure in any way; they pronounced no censure, so far as I remember.

404. *By the Chairman*: Do you know what they were tried for? Reputed intemperance.

405. *By Mr. Holt*: Then of these four ministers, two you have heard accused of intemperance? Yes; I was not in the Colony when the Act was passed, and I have no knowledge of any charge which may have affected the character of any of the ministers before I arrived.

406. I merely wish you to give evidence of what you know. Does the Act of Parliament, in your opinion, go any further than giving the power to the Presbyterian Church? It goes

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- no further than to regulate the appointment of trustees and preserve the property for the body.
407. It had no other object in view? I think not.
408. And the working of it has not been productive of any other effect, in your opinion? I never found any difficulty from the working of it.
409. Did you consider that the Presbyterian Church in the Colony had fallen into a complete state of abeyance at the time this Act was passed? I was not in the Colony at the time.
410. But you arrived almost immediately afterwards. Only three ministers had just arrived previously. Did you find the Church in a state of abeyance at the time you arrived in the Colony? When I went to Windsor, where I was recommended by my brother to officiate, I found that there existed only twelve *bona fide* Presbyterians in the district, and ten of these had been prisoners of the Crown. There were only three free families.
411. It appears to me that you give a strong reason for supposing that the Church was in abeyance? It never had existed there.
412. To the provisions of the Act itself I think you stated you had no objection? I have not the slightest objection to its provisions.
413. The Free Church of Scotland, has it not a vast amount of property? It has.
414. How is that settled—has it any Act of Parliament? No, they have no Act of Parliament, but they have a model trust deed.
415. Do not you think a model trust deed would have answered all the purposes of an Act of Parliament in this Colony? No, the Wesleyans have a model trust deed and an Act of Parliament.
416. Have the Roman Catholics an Act of Parliament? No, but that arises from their policy. In America the Roman Catholics have made repeated attempts to have their whole property in the United States vested in the Bishops, but they had what no other Protestant Church can have—
417. But, speaking of this Colony, the Church of Rome has no Act of Parliament to regulate its temporalities? No.
418. Do not you think they are wiser in their generation than the Presbyterians and Wesleyans? I think the Church of Rome are very wise as to the best mode of carrying out their peculiar system, which is a system of despotism and monarchy. They wish all the property to be vested in the Bishop, but I think they had better not be fettered by Act of Parliament. If they went to Parliament I have no doubt Parliament would not give the Bishop such unlimited power as he at present possesses.
419. The United Presbyterian Church of Scotland has also a considerable amount of property, has it not? Yes, it has; I do not know how they hold their property in Scotland.
420. And the English Presbyterian Church, it has also a large amount of property, has it not? They have lost a good deal owing to the want of an Act of Parliament.
421. Owing to the want of an Act of Parliament? Yes; half the rich grants made for orthodox Presbyterians have been seized and used by Unitarians.
422. From the want of an Act? From the want of a Temporalities Act to preserve the property
423. The Irish Presbyterian Church has also a large amount of property? Yes.
424. And that has no Act? That has no Act, but even the Irish Church has lost a good deal of property through the thoughtlessness of trustees. They have had many suits in Equity regarding it.
425. The State gives no grants of land to the Irish Church—merely salaries? No.
426. Do you think the Arians, or Unitarians, would not have been able to maintain the right to these properties in Ireland and England, if there had been an Act? I am quite satisfied that they would not. At the time the grants were made Unitarianism was not known in the country.
427. Had they received any endowment from the State—the Arians or Unitarians? In Ireland they receive the same as the orthodox Presbyterians, and the form of Church government is just the same; they all call themselves Presbyterians.
428. You are not aware of anything in which this Act of 1837 has fettered and paralysed the Church, from the time of its being enacted to the present? I think it has never, in any way, fettered or paralysed it.
429. It has never been the cause of disruption in this Colony or Port Phillip? Certainly not. The simple ground on which the members of the Free Church left us was, that we would not agree to the resolution to recognize the Free Church alone, and renounce all connection with the State.
430. Without reference to this Act at all? Yes, if there had been no Temporalities Act we would not have done that.
431. Has the Government in any way interfered with the freedom of the Presbyterian Church since you have been in the Colony? No.
432. Is there as much freedom in the Church in this Colony as in Ireland? Quite as much, and somewhat more.
433. Somewhat more? Yes.
434. And you are quite clear that it would not have prevented any permanent disruption if this Act had not passed—that this Act has not been the cause of any disruption? I am quite clear on that point. A similar division would have taken place if the Temporalities Act had never existed.
435. You think that, if there had been a temporary secession, the non-existence of this Act would not have caused the Church to purify itself sooner? No, I think not, from this very fact:—Lately the United Secession people have brought a minister from Scotland to minister to

to them, not in connection with the Free Church, which receives no State aid and has no Temporalities Act. That shews clearly that the Temporalities Act is no barrier to union. Here are two bodies holding the same standards, and both having no support from the State, both declining Government aid, and yet they will not unite. If the Temporalities Act prevented them uniting with us, I ask why they do not unite with the Free Church?

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436. Do you think the large number of ministers you alluded to as having come out here in 1837, would have left the mass of pollution that had got into the ministry—would they have left these drunken ministers to do the best they could for themselves, if there had been no such Act as this? My opinion is, that the Act did not in any way screen any minister, and could not possibly do so. If there had been no Act in existence we should have followed the same course as we did.

437. You think this Act did not interpose to render such an arrangement by which the Church could have been purged of these drunken ministers, impracticable? This Act does not in any way interfere with the free action of the Church Court, so that ministers could be tried for any offence and removed.

438. This Act does not render the operation of the Church Court impracticable? It assists the Church Court. If the Church Court had to remove an unfaithful minister, this Act enables them to retain the property he was in possession of.

439. Has this Act the effect of giving a monopoly to one section of the Church? I think the state of the Presbyterian Church in this Colony shews that it does no such thing. There is no monopoly. Other bodies do not receive State aid. We have a monopoly of State aid, but it is not because the others might not have got it if they had applied for it in time.

440. But does not this Act apply to temporalities provided by gifts from private individuals, as well as to grants from the State? I think not. I think it provides for the management of all grants made by the Crown before the passing of it, but I do not think it relates to gifts.

441. "Wherever any person or persons shall at his or her own cost and expense erect or provide a church or chapel" in connection with the Presbytery of the said Colony? Whenever they do—in any case of that kind —

442. *By the Chairman:* In a previous part of the preamble it says "by the persons contributing towards the building of the same?" Oh! yes; but that was because the Government contributed towards the building of the church.

443. *By Mr. Holt:* But do not you think that this Act has the effect of securing voluntary gifts as well as gifts originally made by the State? Whenever they had any voluntary gifts.

444. You have had gifts towards the erection of buildings? Subscriptions.

445. These are voluntary gifts? The subscription lists shew what sums have been received.

446. And this Act is for protecting gifts? If they are given for that purpose. By the by, I forgot; there is a gift given for a church and a school by a member of my own congregation. It is worth about two thousand pounds. It is part of the Ultimo Estate—a gift to the Synod of Australia, in connection with the Church of Scotland, by the will of the late Mr. Harris.

447. *By the Chairman:* As one reason why you did not think this Act had any effect in causing or keeping up disunion in the Presbyterian body, you have instanced the case of the United Presbyterians sending for a clergyman of their own from Scotland, while the Free Church was established here. Do you not think the very circumstance of all other sections of the Presbytery at Home being represented here would have the effect of causing the United Presbyterians to wish for one of their own denomination here also? That is a matter of opinion. I think that the feeling must have arisen. The United Secession would not send a minister unless he was applied for; at least they did not; the call went from this.

448. Exactly so? The people here must have had no wish to unite with the Free Church, otherwise they would not have gone to the expense of building a church and sending for a minister. The feeling existed here and not at Home.

449. It was here I alluded to—that the circumstance of all the other denominations of Presbyterians being represented here, would cause the United Presbyterians in this Colony to wish that their particular Church should also be represented? That would be accounted for by the influence of early education. They had been accustomed from their youth to be associated with that particular denomination, and they wished to continue so.

450. You have previously stated, I think, that owing to the want of such an Act as this, the Presbyterian Church in Ireland have lost a good deal of their property, and that the Unitarians have got it? Yes.

451. Now, is it not a fact that a great body of the clergymen and members of the Presbyterian Church in Ireland became Unitarians? Not a great body. The whole of the Presbytery at present—excluding the Covenanters, who are a very respectable but a very small body, and who hold that the Solemn League and Covenant is binding—all the rest amount to nearly five hundred clergymen. On one occasion, when the first Unitarian Church Presbytery was formed, it consisted of seventeen members. When the test was brought forward in the Synod of Ulster (when it was considered that Unitarianism and Arianism were spreading) seventeen refused to take the test. The Moderator put the question contained in the Shorter Catechism: "Do you believe there are three persons in one Godhead; the Father, the Son, and the Holy Ghost, and that these three are one God, the same in substance—equal in power and glory?" Seventeen walked out and refused to answer the question. These, and those licensed by them, are all the Unitarians in Ireland.

452. It was principally to those seventeen and their followers that this property lost by the Presbyterian Church is gone? Oh! no; some of the grants had been made a century before,

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but the trustees being an hereditary trust their property descended. The minister comes in and preaches Unitarianism, and persuades the family in whom the trust resides. Then they appropriated the property to the use of the Unitarians.

453. My question was this:—The Presbyterian Church in Ireland have lost this property because persons who were previously Presbyterians had become Unitarians? Whose fathers had been Presbyterians.

454. Of course, the probability is that they were Presbyterians themselves in their younger days? Yes, whose fathers had been evangelical.

455. With regard to the circumstances of the trustees in this Colony, I think you have stated that in your Church there is now only one trustee—your brother? We have new trustees appointed, but the decision of the Court declares them to be no trustees.

456. I understood you to state that he was the only trustee? My brother is the only surviving one of the original trustees.

457. Can they not be appointed under the 7th section of this Act? You can appoint them, but when you go into a Court of Equity the Judge will tell you that, because they have not got a conveyance, they are not legally in possession.

458. Has the case been tried? Yes; I mentioned a case in which Judge Milford gave his decision.

The Rev. William Purves called in and examined:—

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459. *By the Chairman:* Where do you reside, Mr. Purves? At Maitland.

460. I may inform you that this Committee has been appointed by the Legislative Assembly, to consider and report upon the expediency of amending or repealing the Act 8 Wm. 4th, No. 7, and that the Act 4 Vic., No. 18, which is an Act to amend this said Act, has also been referred to this Committee. We have requested your attendance here to-day, in order that you may give us your opinion in reference to the matter. You are a Presbyterian clergyman? Yes.

461. Officiating in Maitland? Officiating in Maitland.

462. How many years have you been in the Colony officiating as a Presbyterian clergyman? I came out to the Colony in the year 1839, so that I have been here 22 years.

463. The Presbyterians in this Colony are divided into certain sections and divisions, are they not? Yes.

464. How many divisions are there of them? I think four; but if you add the congregation at Balmain, of which I have just heard, ministered to by Mr. Gordon, there will be five.

465. And to which of these sections do you belong? To the Synod of Australia, in connection with the Established Church of Scotland.

466. Do you not think it is to be regretted that the Presbyterian body is divided into so many sections? Yes, I do.

467. Do you not think that it impairs the efficiency of the clergymen in the Colony in connection with that Church? To a great extent it does.

468. And of course, under these circumstances, you would think it desirable that they should, if possible, be reconciled and united? Most decidedly, if possible.

469. Would you be kind enough to tell us what, in your opinion, prevents this union amongst the Presbyterians? The first thing to be considered is, what are the causes of the disunion. The fact is, those causes are to be found in the state of the Church in the Mother Country. There are certain divisions in the Presbyterian Church in Scotland, and I think it is quite natural that the same divisions should prevail here, because the materials out of which the congregations here are formed are in fact the same as in Scotland. I mean that the members here are actuated by the same feelings as those which actuate their brethren in Scotland.

470. But the same causes do not exist here for disruption as in Scotland—for instance, I may be allowed to allude particularly to the disruption of the Free Church; they have not the same grounds for disruption in this Colony as at Home? They have the same grounds in point of principle, although the circumstances are different. The principles held are the same. The difference in the mere geographical position does not affect principles.

471. But it does not affect the particular tenets of the denomination? Principles are affected to which they attach great importance.

472. In the form of Church Government? In the principles of Church Government. They consider them principles of sufficient importance to prevent them uniting. These principles have the same force here; at least they are held here with the same tenacity as they are at Home.

473. But they are not in operation in this country—they are not given effect to here? That is nothing. Were you to put that to a Free-Churchman he would say, "We do not know what circumstances may arise. It may become necessary at some future time to put into practical operation these principles, and therefore we adhere to them. We do not know what may happen in the course of time." The fact is, the course of things seems to be very much of this nature: in a new Colony like this, in the infancy of it, the members of the different sections of Presbyterians are probably very few, so few that they cannot all expect to have a minister of their own denomination—I mean the denomination to which they belonged before they came from Home; they will therefore all unite and form only one body, in the first instance. When the numbers increase so as to admit of their having, each one, a minister of his own denomination (the denomination to which he belonged at Home), the members of the different sections withdraw from what was first only the one body, and seek ministrations in accordance with their peculiar and distinctive forms. It is in accordance with their education, their habits, their feelings, their prejudices—if you like.

Well,

Well, then, the same habits, education, and feelings, which cause the Church to exist in a state of separation at Home, of course operate here to keep the Church in a state of separation. This is likely to continue until the Colony has made progress, population increases, and the immigrants are in the minority—when the members of the Presbyterian Church will consist mainly of persons born and brought up here, and not of course sharing in the prejudices which exist at Home. When that state of things shall have arisen I think we may look forward to the union of all sections. But I think that until the population increases, and until the great body of Presbyterians consist of members that have been born and brought up in the Colony, no union is likely to be formed that would be either permanent or advantageous.

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474. Admitting the force of the educational prejudices you have alluded to, do you not think there is a probability of those educational prejudices being fostered in our Australian youth, by the conduct of the leaders and clergymen of the Presbyterian Churches in the Colony? I have no doubt of that. Ministers have these prejudices, and they generally, in practice, I believe, keep them up rather than pursue an opposite course. But I think that the force of circumstances will be more than a match for the influence of the ministers of the different denominations. The circumstances that mould character and lead to the formation of feelings will, I think, be too strong for that influence which may be exerted by the ministers.

475. But still I think you will admit, that if there was a little more brotherly love among clergymen it would have a most beneficial effect? It is a very great desideratum indeed.

476. It has been stated to us in evidence before this Committee, that there is a desire on the part of many of the Presbyterians in the Colony, to have a union, but that that union is to a great extent prevented by the action of this Act which we are called upon to consider, and I would be obliged to you if you would, just in your own way, give us your opinion in reference to the matter? The fact is, I feel a difficulty—amounting almost to an impossibility—in replying to the question, for this reason—that I cannot understand by what process of reasoning this conclusion has been come to (the conclusion to which you refer), that this Act is a barrier to union. If you would furnish me with the connecting link between the two things; if you can shew me any connection between the alleged cause and the effect, I shall be able to reply to the question. At present I do not see any connection between the two things.

477. For instance, there is one objection—that in reference to property—which, whether granted by the Government to the Presbyterian Church, or whether it is subscribed by individuals, must be vested in the Church of Scotland? But these moneys—perhaps I do not understand the question.

478. I think it has been stated here that all the property belonging to the Presbyterian Church—? You mean the Synod of Australia?

479. The Synod of Australia. It has been stated, I think, that property which this Act affects in any way, is vested in the Church of Scotland alone? Yes; but I do not see how that could be a bar to union, because nothing would be easier to obtain than what has been already obtained in Victoria—that is to say, *if there were first a union of Presbyterian bodies* a legislative Act could be obtained to transfer property belonging to the Synod of Australia, as well as property belonging to other distinctive bodies, to the united body. But in order to that, there must be a previous union of the different denominations of Presbyterians.

480. Then another objection has been stated, and that is with reference to the Government interfering? But at the same time I do not see how that which you stated just now as a fact, namely, that all the property granted to the Synod of Australia is attached to it by this Act, at all prevents a union. I do not see that what you have stated now as a fact does supply this link which I spoke of as connecting the existence of the Act with the divisions of the Presbyterians of the Colony; perhaps you could explain further.

481. But it has been stated as being a barrier to the union of the different sections? I should like to know the *grounds* on which that statement rests. I do not doubt the fact that the statement has been made.

482. Then you do not see that it is a barrier to that union? I cannot see any connection between the two. I do not see the relevancy of the question. If I saw the process by which the existence of this Act, or its operation, caused the divisions, I should be able to reply to the question, but not seeing that the operation of it is followed by that result, or those results, I cannot.

483. You misunderstand me if you think that I said this Act had caused the disunion—I only meant to imply that it had been said that it was a barrier to union? Then it is not held that that caused the divisions?

484. I cannot charge my memory, but it has been distinctly stated to this Committee that it was a barrier to union? If I could see the grounds on which the statement is made I should be glad to answer the question.

485. It has been stated by other witnesses that the circumstance of the State interfering at all (as it does by this Act) with the Church matters, is another barrier to union? But the State does not interfere with the Church in any way whatever.

486. It interferes by the Act, does it not? No; the State in this Act, merely provides for the continued application of property which the State itself has granted, to the purposes for which that property was granted. That is all it does. It does not interfere at all with our operations as a Church.

487. Is it not possible for that to be done in a different way? I do not think so. I do not see how the State can do it in another way* without denuding itself of its functions. What right

* Revised:—And I do not see how the State can grant property, and not take security for its being applied to the purpose for which it is granted.

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right has the State to alienate land for sites for buildings, or to grant money to aid in their erection, and to say henceforth you may do what you like with them? The State is bound to follow up the act of grant with a legislative Act to secure that the public property granted shall continue to be applied to that purpose for all time coming. If circumstances should arise in which it is not necessary, and in which the purposes no longer exist, the State ought to resume the property.

488. But you are aware that the State, when it makes a grant of land, can specify in the grant the purposes for which that land is granted, without an Act of Parliament? It can do that certainly; but an Act of Parliament alone enables the State to discharge its function of guardian of that portion of the public property which it has alienated for a particular purpose.

489. But you are well aware that strong prejudices exist in the minds of Presbyterians, as to the State exercising that guardianship? I never heard of that at all. The State must do it. The State cannot help itself. The grant is of the nature of property, and must necessarily be under the guardianship of the State, and that guardianship can only be exercised by a legislative enactment.

490. So long as you use the word "guardianship" in that broad and liberal sense which you have explained I agree with you, but I thought you were alluding to it more in a particular way—as trustee? No.

491. That guardianship I think the State exercises sufficiently by the ordinary laws of the land, and the deed by which the land is granted? I do not think it. In dissenting bodies we find innumerable evils arise from the difficulty of maintaining the rights of property.

492. Do you think it would be prudent to amend this Act in any way? I am far from saying that this or any other Act is perfection, but until I see what alterations are proposed, I could not say whether those alterations would be an *amendment* or not. I do not see myself any amendment which it is desirable to make. I have seen no evils resulting from the operation of the Act, but if it be repealed, I see many evils that will arise. I do not see what good effect amendments would have.

493. You have no amendments yourself to suggest to the Committee on the subject? No, I cannot say that I have.

494. *By Mr. Dickson*: Are you of opinion that these Acts do not in any way stand as a barrier to the union of the Presbyterian Churches? I believe they are no barrier. But I have the same difficulty in answering your question as I had before.

495. I merely put the simple question? I do not see it.

496. How would it affect any section of the Presbyterian Church if this Act were repealed? It would affect the Synod of Australia in this way, that it would prevent them from enjoying the continued use of, their property probably. Circumstances might arise in which trustees might alienate the property. There is a clause of the Act to which reference has not been made, viz., that respecting glebes. This Act regulates the appropriation of funds that arise from the letting of glebes. You are aware of the case at Maitland in reference to the glebe there. This Act limits the right of a minister, in regard to the rents of a glebe, to £150 a year. If you repeal this Act, ministers would be entitled to receive the whole of the rents of their glebes. In Scotland, whenever a glebe is built on, as in Maitland, the minister receives the whole amount, though it may amount to thousands. This Bill has a good effect in that way, (although it militates against my interest), in limiting the receipts of the minister, and providing for the appropriation of the surplus to general purposes for the good of the body—educational or religious.

497. If this Act and the Act amending it were repealed, would you consider some other legislative enactment necessary? I think so.

498. Are you aware whether the affairs of the Presbyterian Church in Ireland are controlled by legislative enactment? I am not aware of my own personal knowledge, but I understand that they have no legislative enactment such as this. The circumstances are so different; there is no property belonging to the Presbyterian Church in Ireland created in the way of public grants; that is, grants from the public estate. The only thing they receive from the Government is a *regium donum*, a sum of money which is spent, and there is an end of it. If they had, as in this Colony, grants from the public estate, then, I imagine, they would have had an Act to secure those portions of the public estate granted being continued in their appropriation to the purposes for which they were granted.

499. Are you aware whether the Government have made grants to the Roman Catholic Church, or to the Church of England, in this Colony? Yes, I believe so.

500. Have they followed up those grants by similar Acts, to regulate the appropriation of the property? In the case of the Church of England I believe they have. I am pretty certain they have. In fact, I know they have an Act of a similar character.

501. And the Roman Catholic Church? I am not so well acquainted with the case of the Roman Catholic Church as to be able to reply with anything like certainty; but I know it is the case with the Church of England, and I believe it to be the case with other bodies also.

502. Then does this Act ensure the application of the grants made by the Government to the purposes intended when such grants were made? I think so, as well as most Acts can do.

503. *By Dr. Lang*: I understand that you are opposed to the repeal of the two Acts, or to any amendments amounting to a repeal? Yes, for the reason I have mentioned. If you could point out any evils that now exist, or any advantages that would arise from the step being taken, I might alter my opinion; but, in the present state of my views on the subject, I am opposed to the repeal of these Acts.

504. I merely asked to ascertain the fact, which is as you have stated? Yes.

505. *By Mr. Sadleir*: By this Act your section of the Church only can possess these temporalities from the Crown? Yes.

506. Other sections cannot? The other sections cannot possess these, but they could obtain grants for themselves if they chose.

507. But they are excluded by the peculiar wording of this Act from these possessions? No; by no means. They are not excluded from their rights as religious bodies.

508. The Act states "in connection with the Church of Scotland"? A particular grant is applied exclusively; but any other body may get a similar grant.

509. Then other sections of the Presbyterian Church in this Colony can obtain grants from the Crown? Yes.

510. Under this Act? Not under this Act. This Act does not authorize grants being given. It merely secures the property being vested in trustees, provides for the appointment of those trustees, and defines their duties. In fact, there is no connection with the rights of other bodies there.

511. This Act confines the property entirely to those connected with the Church of Scotland? Yes, in the very same way that the site of a Church purchased for the Congregationalists, for instance, would belong only to that body, having been purchased expressly for them, or obtained as a gift.

512. *By Mr. Holt*: At the time this Act was passed there was only one Church of Scotland? Only one Church.

513. Only one Church? I believe so; but I was not in the Colony at the time.

514. I allude to Scotland? There was the Established Church. The only difference between the present state of things and the state of things which then existed was, that there was then no Free Church of Scotland. The Established Church had not then separated into two Churches. There is however some other difference, because two bodies that existed at that time in a state of separation at Home have since united.

515. What I wish to obtain is the meaning of the words "Church of Scotland." I have never been in Scotland, and know very little about the Presbyterian form of worship. These words are made use of, "connected with the Church of Scotland"—was there at that time more than one Church of Scotland? Only one Church of Scotland—only one body that could be called the Church of Scotland.

516. Were there any other bodies of Presbyterians? Yes.

517. They had dissented previously to the year 1837? Yes.

518. If any ministers of those other Presbyterian bodies had come out to this Colony, they would not have been entitled to any of the advantages under this Act? Not if they came out to labour here not in connection with us—not if they came out here for the purpose of forming a separate Church.

519. Take for instance the Irish Church, or rather the Presbyterian Church of Ireland; is that a Church of Scotland within the meaning of the Act? No; but the ministers became Church of Scotland ministers when they came here, to that extent.

520. Do you mean to say that they changed the denomination to which they originally belonged, to unite with another, when they came to this Colony? Yes; the change was merely a verbal one, because the doctrines, discipline, and government were the same as those of the Church of Scotland, or at least very nearly so; but when they came to unite themselves to the Presbyterian Church here, as it then existed, they to all intents and purposes became Church of Scotland ministers. They would not have been entitled to hold livings at Home under the Established Church, but they are recognized by the Established Church at Home as ministers of the Church which represents the Established Church in this Colony.

521. The Irish Church? The Irish Church.

522. You spoke of other dissenters—Presbyterians—in Scotland itself; the United Presbyterians, if they had come out to this Colony, would they have been identified as ministers connected with the Church of Scotland? If they had chosen to —

523. Yes, but I mean if they had maintained their peculiar dogmas or whatever they may be, could they have identified themselves with the Church of Scotland without making some concession? Well, I do not know that there is any concession necessary; the fact is, the differences are so slight —

524. The differences are slight? I believe we have ministers in our Church now who before they left Scotland belonged to the United Presbyterian body.

525. What I wish to ascertain is this: if they became ministers of the Church of Scotland—that is, to come within the pale of this Act—would they not have to make some concessions? They would have simply to unite themselves with us.

526. The Wesleyans might do the same and unite with the Church of England, but then they would cease to be Wesleyans. They could not be both. And so in this case, without making some concession, other ministers could not become ministers of the Church of Scotland? They could not be admitted to the Church in Scotland,* but they could be admitted into the Church here. The Church of Scotland is much more strict. The Church of Scotland has no power to admit them; it is an established Church; † but here it is different; the Church of Scotland allows persons to be admitted here that the Synod think proper to receive.

527. Mark the wording of these Acts. The one is to regulate the affairs of Presbyterian churches and chapels "connected with the Church of Scotland in the Colony;" the other refers

* NOTE (on revision):—I mean they cannot be admitted as a matter of course, and in the ordinary way.

† NOTE (on revision):—I would not have meant to say that the Church of Scotland has not this power. It undoubtedly has it, though it seldom exercises it, and that only by a special Act of the Supreme Court of the Church.

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Rev. Wm. Purves. refers to the celebration of public worship, according to the forms used in the Church of Scotland. If they deviated in any respect from the form of public worship used in the Church of Scotland, they could not be ministers I should think, could they, of the Church of Scotland, unless they conformed? They must conform, of course, to the standards of the Church of Scotland.

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528. They must conform; but do they do that in Scotland; in the United Church, for instance, do they conform? In all essential matters their principles are the same.

529. And so are all Protestants, in essentials? No doubt there is a difference of opinion as to what are essentials.

530. What I want to know is, what class of Presbyterians would come under the wording of this Act? Any class of Presbyterians that chooses to unite itself with the Synod of Australia.

531. But the question is, can they do so without giving up some of their principles—some liberty of thought or form of worship? I think so—giving up nothing at all.

532. Then do you not think that this Act does stand in the way of union,—if ministers of the United Presbyterian Church came out to this Colony, and were desirous of enjoying the privileges of this Act, they could not do so without making some concession, in order to become members of the Established Church of Scotland? I really must say that I do not quite understand the question.

533. *By the Chairman:* Perhaps you will allow me to put the question. With regard to United Presbyterians, they have a particular principle on which they separated from the Church of Scotland originally—which was the principle of the non-interference of the State in religious matters. I think, in general terms, that was the cause of the disunion? Of course, we who belong to the Established Church deny that the State does so interfere.

534. But still they assert it? I believe they do.

535. And they asserted it on that occasion. Now if they joined with this particular Church in connection with the Church of Scotland in this Colony, they would have to give up that particular principle upon which they originally insisted at Home?—

536. *By Mr. Holt:* That is what I wanted to ascertain? In point of fact and practice, no questions would be asked on the subject. The circumstances are so different, that the principle would never come into operation—so that any minister or any member of any Presbyterian Church in Scotland, if he chose to unite himself to us when he came here, would be received without any questions being asked. All that would be asked would be simply this,—whether they desired to become members of our Synod. The minister would enter as a member of the Church Court, and would have to submit to the discipline.

537. But Dr. Fullerton, in his evidence, stated how tenaciously the principles are adhered to. In talking of the disruption, he gave as his reason why the Free Church and the Established Church did not unite in this Colony, the tenacity with which principles were adhered to, even although those principles were not brought into action in this Colony, as between the Free Church and the Established Church. But with regard to the United Presbyterian that principle is brought into operation by this very Act, because it is an interference by the State with the government of the Church? I do not see that it is.

538. But do not they look upon it in that light? It appears to me that if persons are so much attached to their particular forms they would never seek to be united to us, but rather endeavour to have religious ordinances according to their own peculiar form, in order that they might enjoy their privileges.

539. *By the Chairman:* But this Committee is trying to look upon it in a different light: we are looking upon the matter in reference to the benefit of the Colony generally. I think you have agreed with me that it would be advantageous if all sections were united in one bond of brotherly love, and could be got to sink their minor differences. The United Presbyterians assert that this Act is and has been a barrier? That brings us back to the same thing again. If I could see the process of reasoning—if I could be furnished with it—by which they arrive at the conclusion, of course I could answer.

540. It is very difficult for us to give the reason, because you do not admit the assertion they make—that this Act is a direct interference by the State with the Church—an interference which they, on principle, disapprove of? If they would state how it is an interference on the part of the State, with the Church, I should be able to reply, but I cannot see it. Since I have been asked to come here, and previously, my attention has been drawn to the matter. I thought there must be something in it that I had not been able to see—some view that had quite escaped me—some peculiar train of reasoning—with which, however, I might be furnished by intercourse with the Committee; but unless that be given I am quite at sea in reference to the whole matter.

541. You would be conversant, I should think, with the train of reasoning which influenced the Free Church in their disruption from the Established Church—they being opposed to all interference on the part of the State in purely temporal matters? The cause of the disruption was simply this:—The Free Church considered that they had a right to interpret an Act of Parliament—the Act by which the Church was established. The State considered that they had no such right, but that the interpretation of an Act of Parliament must be by the Judges alone, and that all must submit to that interpretation, and that they could not take the interpretation put upon it by the Church Courts.

542. That was with regard to pure temporalities? It was with regard to —

543. Temporal matters—not spiritual matters? It was with regard to the appointment of ministers to vacant churches, and the formation of the pastoral tie.

544. The salary? With regard to the pastoral tie, and who should be minister of a particular church—

545. *By Mr. Holt:* Who should have the gift of the living? Yes.

546.

546. *By the Chairman*: There is a difference here. The Church of Scotland said by their acts that they had a direct control as to who should be the clergyman, but the State said they had no control as to who the stipend should be paid to? I think the Free Church said the State had that control, and allowed it, *i. e.* the State, to do what it liked with the salary; but maintained that the State had no right to say such and such a man should be minister of a particular parish. If you remember the controversy, the Free Church always said that they never laid claim to the stipend, but that the State had no right to put any particular minister in as the minister of any parish.
547. *By Mr. Dickson*: I think the cause of the disruption was this—whether the Church or the Government should be supreme—whether the Church should have supremacy within its own Courts, or admit the interference of the Government? That is one way of putting it. Of course I am supposed to take the view the Established Church took, and I put it thus—that the Free Church insisted upon their interpretation of the Act by which the Church was established, in fact, being taken as the true interpretation. The State said we cannot admit the Church Court to be the interpreter of an Act of the Legislature, and we take the interpretation put upon it by the Judges of the land—the constituted interpreters of the law.
548. *By the Chairman*: And the Church of Scotland said it was an illegal or unnecessary interference with the functions of the Church? They, *i. e.* the Free Church party, said so then, and say so now.
549. I now come back to the point, as far as the United Presbyterians are concerned—I think the cause of separation was patronage? The Free Church never objected to patronage as a principle, but patronage was the sole cause of the secession—of the original secession.
550. That is to say, because it was an interference by the Government—the civil Law of the land—with what they considered purely religious subjects? I believe that was the interpretation they put upon patronage.
551. *By Mr. Holt*: I think you have said that you do not think the repeal of any Bill of this kind would cause a reunion? I do not think it. You will observe, it appears to me that a union should first take place, and then that application should be made to the Legislature.
552. To remove this barrier? It is not a barrier to union; it does not prevent the various bodies from meeting together and considering the conditions of union. After these conditions of union are settled and agreed upon, then the next course would be to come to the Legislature and say—
553. Will you remove this barrier? No, not looking upon it as a barrier—but simply, will you give us, instead of this Act, which refers only to one section, an Act referring to the whole body?

Rev. Wm. Purves.

11 Dec., 1861.

The Rev. John Dougall called in and examined:—

554. *By the Chairman*: You are a Presbyterian minister? I am a Presbyterian minister.
555. Officiating and living where? Officiating in St. Andrews' Scotch Church, Sydney, and living in Kent-street, Sydney.
556. What section or Synod are you connected with? The Synod of Australia, in connection with the Established Church of Scotland.
557. This Committee has been appointed to consider and report upon the expediency of amending or repealing the Act 8 William the 4th, No. 7, commonly called the Presbyterian Church Temporalities Act, and also an Act which was afterwards passed to amend that Act; you are aware that the Presbyterian Church is divided into several sections in this Colony? I am.
558. It has been pretty generally stated, by the witnesses who have appeared before this Committee, that it is desirable, if possible, that a union should take place; do you think it desirable that this should be accomplished? I think it very desirable, if it can be consistently accomplished.
559. We should like to hear your opinion, given in your own way, and as concisely as possible, whether you consider that the Act we are now inquiring into forms any barrier to the union of the various Presbyterian Churches in the Colony? I do not think it has been instrumental in causing disunion, in the first place, and I do not think it can at all be considered a barrier to such legitimate and rational steps as we could take towards the matter of union. The Temporalities Act simply enables us to administer the property Government has given to us. It is absolutely necessary to enable us to administer that property in such a way as will enable us faithfully to carry out the object the Government had in view in giving it to us. At the same time there is a difficulty, which my brethren have perceived, in the question whether it is a barrier to union. It is one of those things like our sentiments, our predilections, and peculiar sympathies, which we must modify ultimately, but only when we have carried on the preliminaries so far that the prospect of union is clear. Having carried on the matter to the last point of consummation, then it would be time to make arrangements to enable the new body that should be constituted to administer the property in conformity with the objects of the new Synod; we having found the same thing to be necessary, to enable us to administer the property given to us in conformity with the object for which it was given by the Government.
560. Do you think there is any necessity for amending this Act, or these Acts, in any way? Not at all, in the present circumstances of the case; it seems to have answered admirably the purpose for which it was given by the Government.
561. And you do not think they ought to be repealed? I do not.

Rev. John Dougall.

11 Dec., 1861.

- Rev. John
Dougall.
- 11 Dec., 1861.
562. *By Mr. Sadleir*: Could the Crown grant lands to other sections of Presbyterians by this Act as well as to the Church of Scotland, for churches or for glebes? Oh! quite so.
563. It seems to me to confine it very much to the Church of Scotland? It appears to me to be merely an Act for the proper regulation of such property as has been granted to the Synod of Australia; the designation of which was formerly, I think, the Presbytery of New South Wales.
564. It is an Act to regulate the temporal affairs of Presbyterian churches and chapels connected with the Church of Scotland only? Just so—such temporalities as they have. If other bodies had temporalities (which the Government would have granted them, had their views enabled them conscientiously to take them) there might have been also a Temporalities Act for them.
565. There must be another Temporalities Act for them—they could not come under this Act? They would have required to have an Act for the administration of their own. If a union were on the eve of being consummated, of course it would be necessary to obtain some measure to vest the whole of the property in the new body.
566. You acknowledge the necessity for another Act for other sections of the Presbyterian Church? Yes; so soon as the preliminaries to union are carried to their last stage.
567. I mean as the Church stands at present divided—I understand that only one body can regulate their property under this Act? This Act is not for obtaining grants of land, but for the administration of grants of land after they have been obtained; it simply states the way in which such properties as have been definitely made over to the Synod of Australia shall be administered.
568. If I understand you rightly, it is necessary to have another Act passed, to enable other Presbyterian bodies to obtain grants and to administer them. In fact, this Act shuts out all other sections of the Church from obtaining those grants; it is simply an Act to regulate the temporal affairs of the Presbyterian churches and chapels connected with the Church of Scotland in this Colony? I do not see that it prevents other bodies from acquiring property. It simply regulates our property in the same way that an Act might regulate the administration of the property of a bank. This, however, would not prevent any other bank that acquired property from obtaining an Act to regulate it.
569. Suppose, now, that I belong to Dr. Lang's section of the Church, I could not obtain land or become a trustee under this Act? You could not become a trustee of our property unless you were proved to be qualified.
570. Nor of any grant, unless made under a distinct Act? This Act does not affect the granting of land at all; it is merely to take care that land granted to the Synod of Australia, by the Government, shall be administered in accordance with the views of the Government when they gave the land.
571. *By Mr. Holt*: This Act is only to regulate the temporal affairs of one section of the Presbyterian Church? The affairs of one section.
572. The others do not come under this Act at all? They do not.
573. Do you think that they suffer any deprivation by not coming under this Act? I do not think so. I cannot perceive that they do.
574. Do you think this Act in itself is a barrier to other sections of the Presbyterian Church becoming united with you? I cannot see that it is.
575. Do you think that this Act gives you any undue privileges over other Presbyterian bodies? I cannot see that it does.
576. How do the other Presbyterian bodies regulate their grants of land—do they not conceive that they come under this Act—you do not know much about that, probably? No.
577. You have no amendments to suggest? No amendment.
578. You think it is a sufficiently good Act as it is? I think it answers all the purposes for which it was intended.

1861.

Legislative Assembly.

NEW SOUTH WALES.

**SURVEY OF LAND FOR SALE IN THE
SOUTHERN DISTRICTS.**

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 6 September, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 19 February, 1861, That there be laid upon the Table of this House, a List shewing,—

“ (1.) The number of Surveyors employed in the Southern
“ Districts, in the measurement of Crown Lands for sale by
“ auction.

“ (2.) The name of each Surveyor, and the extent of District
“ entrusted to him; the number of acres applied for in each
“ District; and the number surveyed and reported to the
“ Surveyor General.

“ (3.) The number of acres yet unmeasured, and, if any, the
“ reason why they have not been measured and offered for
“ sale.”

(*Mr. O'Brien.*)

SURVEY OF LAND FOR SALE IN THE SOUTHERN DISTRICTS.

RETURN relating to the Survey of Land in the Southern District, prepared in pursuance of an Order of the Legislative Assembly, made on the Motion of Mr. H. O'Brien.

Number of Surveyors employed in the Southern District in the measurement of Crown Lands.	Name of each Surveyor employed.	Extent of District.	Number of acres applied for in each District, from 1 January, 1860.	Number of acres surveyed and reported on to Surveyor Genl. from 1 Jan., 1860.	Number of acres yet unmeasured, and, if any, the reason why they have not been measured and offered for sale.	
		Square Miles.	acres.	acres.	acres.	
1	Saml. Parkinson	2,430	12,310	11,326	984	Mr. Parkinson has for some time past been incapacitated by illness for the performance of field duties.
2	W. E. Larmer	1,270	1,275	1,397	700	
3	E. P. Mann	640	.....	.....	.....	Mr. Mann has been wholly engaged in the survey of roads.
4	Thos. Evans	4,860	22,834	3,731	19,103	Mr. Evans was transferred to his present district in January last, and the Return has reference only to the work performed by him since that date.
5	R. J. Campbell	1,650	2,447	2,247	200	The above remark will apply to Mr. Campbell.
6	J. B. Thompson... ..	2,000	6,219	11,627	790	
7	E. H. Arnheim	1,950	11,325	8,125	3,200	The greater portion of the 3,200 acres has been surveyed, and the plans are in course of preparation.
8	Jno. Armstrong... ..	2,800	11,700	13,000	2,587	
9	S. L. Bransby	300	890	5,015	490	

Surveyor General's Office,
Sydney, 1 July, 1861.

[Price, 1d.]

Sydney: Thomas Richards, Government Printer.—1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MR. C. G. T. CHAUVEL, AND OTHERS.

(EXERCISE OF THE PRE-EMPTIVE RIGHTS.)

Ordered by the Legislative Assembly to be Printed, 6 September, 1861.

RETURN, in part, to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 1 June, 1860, praying that His Excellency the Governor would be pleased to cause to be laid on the Table of this House :—

- “(1.) Copies of all Correspondence between the Government
 “and Mr. C. G. T. Chauvel, and any other person or persons,
 “relative to the pre-emptive purchase by Mr. Chauvel of any
 “portion of his Run known as Tabulam West, in the District
 “of the Clarence River, including any Report or communication
 “from any Government Surveyor, having reference thereto.
- “(2.) Any Minute of the Executive Council, also, having
 “reference thereto.
- “(3.) A Return of the different Reserves within the same
 “District, specifying by whom recommended, and the dates
 “when they were respectively made and proclaimed.
- “(4.) A Tabular Return of all applications for the exercise of
 “Pre-emptive Rights by any person or persons in the same
 “District, since the passing of the Orders in Council, specifying
 “in each case the applicant or applicants; the date of each
 “application; the number of lots; the quantity, quality, and
 “situation of the land applied for; whether or not application
 “granted, the price per acre, when application granted,
 “and the total quantity alienated, in consequence of such
 “application.”

(Mr. Hart.)

[Parts 1, 2, and 3 of this Address already laid before the Assembly. Ordered to be printed on the 23rd April, 1861.]

MR. C. G. T. CHAUVEL, AND OTHERS.

A TABULAR RETURN of all applications for the exercise of Pre-emptive Rights by any person or persons in the District of Clarence, since the passing of the Orders in Council, specifying in each case the applicant or applicants; the date of each application; the number of lots; the quantity, quality, and situation of the land applied for; whether or not application granted, the price per acre, when application granted, and the total quantity alienated, in consequence of such applications.

NAME OF APPLICANT.	Date of Application.	No. of Lots applied for.	Area applied for.	SITUATION.	Whether Granted, and When.	Price per Acre.			Quantity Alienated.		
						£	s.	d.	a.	r.	p.
Aitken, James.....	17 Dec., 1851	1	Acres. 320	Bushy Park.....	Granted, 16 Aug., 1854.	1	0	0	326	0	0
Do.	7 Dec., 1855	4	640	Parish of Southamp- ton.	Not granted.						
Do.	Do.	....	320	Do.	Do.						
Do.	Do.	....	320	Do.	Do.						
Do.	Do.	....	200	Bushy Park	Do.						
Atkinson, McKellar	16 Feb., 1857	1	10	Town of Casino, Runnymede.	Granted, 9 Mar., 1859.	8	0	0	7	2	0
Do.	Do.	3	640	Runnymede.....	Partly granted, 2 July, 1860.	1	0	0	633	0	0
Do.	Do.	....	640	Do.	Do.						
Do.	Do.	....	320	Do.	Not granted.						
Do.	9 Oct., 1859	1	320	Fairy Mount, Runnymede.	Do.						
Do.	Do.	1	160	Ellerly Station, Runnymede.	Do.						
Bundock, W. C.	26 July, 1858	1	640	Wyngarie	Do.						
Bundock, F.	25 Oct., 1858	1	1,000	Gordon Brook	Do.						
Chauvel, C. G. T. ..	5 May, 1852	1	160	Tabulam	Partly granted, 16 April, 1858	4	0	0	1	0	0
Do.	Do.	....	....	Do. ....	....	8	0	0	0	2	0
Do.	Do.	....	....	Do. ....	....	8	0	0	0	2	0
Do.	Do.	....	....	Do. ....	....	8	0	0	0	2	0
Do.	Do.	....	....	Do. ....	....	8	0	0	0	2	0
Do.	Do.	....	....	Do. ....	....	8	0	0	1	0	0
Do.	Do.	....	....	Do. ....	....	8	0	0	2	2	32
Do.	Do.	....	....	Do. ....	....	8	0	0	0	3	24
Do.	Do.	....	....	Do. ....	....	8	0	0	0	3	24
Do.	Do.	....	....	Do. ....	....	8	0	0	0	3	24
Do.	Do.	....	....	Do. ....	....	8	0	0	0	3	24
Do.	Do.	....	....	Do. ....	....	6	0	0	0	3	24
Do.	Do.	....	....	Do. ....	....	4	0	0	1	3	8
Do.	Do.	....	....	Do. ....	....	8	0	0	3	2	16
Do.	17 July, 1858	1	320	Do.	Not granted.						
Do.	4 Aug., 1859	1	320	Do.	Do.						
Do.	6 Dec., 1859	3	320	Tabulam	Do.						
Do.	Do.	3	640	Plain Station	Do.						
Do.	Do.	3	160	Burnt Station	Do.						
Cheek, Alfred	June, 1857	1	200	Blakebrook	Granted, 16 April 1858.	1	0	0	201	1	16
Do.	26 Sept., 1859	1	200	Do.	Not granted.						
Eales, Joseph	22 Jan., 1857	allotments		West Ballina	Granted, 16 Dec., 1858.	8	0	0	0	3	16
Do.	1 May, 1859	section 3		Do.	Granted, 30 Jan., 1861.	8	0	0	1	1	38
Foley, Thomas	22 Aug.	3 allotments		Lismore	Not granted.						
Garrard, Hy.	20 Jan., 1854	1	320	Tunstall	Partly granted, 16 April, 1858.	1	0	0	130	0	0
Do.	16 Dec., 1853	1	640	Blakebrook	Not granted.						
Do.	8 Dec., 1854	1	320	Tunstall	Do.						
Gordon, R. H.	16 Mar., 1859	4 allotments in sec. 3		West Ballina	Do.						
Hamilton & Fanning	2 June, 1857	2 sections		Woorooloolgen	Do.						
Do.	Do.	1 section		Do.	Do.						
Do.	Do.	1 do.		Do.	Granted, 2 July, 1860.	1	0	0	736	0	0
Do.	Do.	about 1 section		Do.	Do.	1	0	0	1,716	0	0
Do.	Do.	Do.		York	Do.	1	0	0	798	0	0
Hayles, A. W.	25 Aug., 1859	allotments		Town of Uralla	Not granted.						
Irving, Clark	22 Nov., 1854	3	320	Casino	Do.						
Do.	Do.	....	320	Do.	Do.						
Do.	Do.	....	320	Do.	Do.						
Do.	14 May, 1856	4	640	Do.	Granted, 7 Oct., 1857.						
Do.	Do.	....	640	Do.	Do.	1	0	0	2,504	0	0
Do.	Do.	....	640	Do.	Do.						
Do.	Do.	....	640	Do.	Do.						
Carried forward						.....			7,090	3	6

RETURN, &c.—Continued.

NAME OF APPLICANT.	Date of Application.	No. of Lots applied for.	Area applied for.	SITUATION.	Whether Granted, and When.	Price per Acre.		Quantity Alienated.	
						£ s. d.	a. r. p.		
			Acres.		Brought forward	.....	7,090	3	6
Irving, Clark	6 Nov., 1856	7 allotments		Casino	Partly granted, 28 Aug., 1858.	8 0 0	5	2	18
Do.	6 Aug., 1856	1	700	Ashby	Granted, 22 Oct., 1858.	1 0 0	700	0	0
Do.	5 June, 1856	3 sections		Casino	Granted, 16 Apr., 1858.	1 0 0	2,230	0	0
Do.	13 Aug., 1856	1	320	Traveller's Rest	Granted, 29 Nov., 1860.	1 0 0	320	0	0
Do.	9 July, 1859	2	not given	Ashby	Not granted.				
Do.	Do.	.....	160	Do.	Do.				
Johnson, Wm.	25 Nov., 1858	1	600	Coldstream	Do.				
Kirchner and Sharpe	8 April, 1854	2 sections		Retreat	Granted 19 Nov., 1856.	1 0 0	1,143	0	0
Do. do.	16 Oct., 1856	1	720	Do.	Not granted.				
Do. do.	Do.	1	720	Parish of Great Marlow...	Do.				
Do. do.	23 July, 1858	1	600	Retreat	Do.				
Do. do.	10 Dec., 1859	1	160	Camira	Do.				
M'Donald, R.	17 Feb., 1855	1	160	Myrtle Creek	Granted, 16 Apr., 1858.	1 0 0	163	0	0
Do.	3 Feb., 1859	2	320	Eulowrie	Not granted.				
Do.	Do.	.....	160	Do.	Do.				
M'Donald, J.	21 Feb., 1854	1	160	Nymbodia	Do.				
Meston, Robert	5 Mar., 1857	1	160	Timbarra	Do.				
Messrs. Mylne.....	16 Sept., 1858	1	50	Eatonsville	Do.				
Do.	Do.	1	320	Do.	Do.				
Do.	Do.	1	500	Do.	Do.				
Do.	Do.	1	160	Molliville	Do.				
Do.	3 Sept., 1858	1	1,000	Equnanhurst	Do.				
Marsh, H.	22 July, 1860	1	160	Maryland	Do.				
Ogilvie, E. D. S.	10 Feb., 1852	1	160	Fairfield	Granted, 28 Feb., 1854.	1 0 0	160	0	0
Do.	23 Mar., 1859	4	320	Yulgilbar	Not granted.				
Do.	Do.	.....	400	Do.	Do.				
Do.	Do.	.....	320	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	15 Apr., 1859	1	640	Do.	Do.				
Do.	23 May, 1859	5	640	Do.	Do.				
Do.	Do.	.....	200	Do.	Do.				
Do.	Do.	.....	320	Do.	Do.				
Do.	Do.	.....	320	Do.	Do.				
Do.	Do.	.....	320	Do.	Do.				
Do.	Do.	.....	320	Do.	Do.				
Ogilvie, W. and E. D.	10 Feb., 1852	2	160	Yulgilbar Heifer...	Granted, 2 Mar., 1855.	1 0 0	169	0	0
Do. do.	.....	.....	160	Station	Granted, 12 Mar., 1855.	1 0 0	187	0	0
Do. do.	22 Feb., 1854	1	160	Yulgilbar	Granted, 23 July, 1857.	1 0 0	180	0	0
Ryan, Thomas	26 Dec., 1853	1	160	Waterview	Not granted.				
Do.	7 June, 1854	1	1,000	Do.	Granted, 21st Sept., 1855.	1 0 1	1,177	0	0
Do.	10 June, 1853	1	350	Do.	Granted, 28th July, 1854.	1 0 0	335	2	0
Do.	29 Jan., 1851	1	100	Do.	Not granted.				
Do.	20 Feb., 1851	1	160	Do.	Do.				
Do.	1 Dec., 1851	1	320	Do.	Granted, 9th Nov., 1856.	1 0 1	363	0	0
Do.	8 Jan., 1855	1	640	Do.	Not granted.				
Do.	16 May, 1857	1	160	Do.	Partly granted, 23rd Oct., 1860.	8 0 0	10	0	0
Do.	14 Dec., 1858	1	160	Do.	Not granted.				
Do.	4 Jan., 1859	1	165	Do.	Do.				
Robertson, Wm.	26 Dec., 1854	1	160	Sportsman's Creek ..	Do.				
Do.	22 July, 1854	1	160	Lanark Lodge.....	Do.				
Robertson, Thomas	26 April, 1853	1	800	Yandiland	Do.				
Sharpe, Joseph	28 Feb., 1854	4	500	Woolport	Do.				
Do.	Do.	.....	800	Do.	Do.				
Do.	Do.	.....	791	Do.	Do.				
Do.	Do.	.....	780	Do.	Do.				
Do.	9 Feb., 1853	2	816	Do.	Granted, 25th Nov., 1858.	1 7 0	771	0	0
Do.	Do.	.....	748	Do.	Not granted.				
Do.	7 Mar., 1853	1	320	Do.	Granted, 6th April, 1854.	1 0 1	748	0	0
Do.	4 Nov., 1853	1	316	Southgate	Granted, 31 July, 1858.	1 0 0	320	0	0
Do.	Do.	.....	.....	Parish of Great Marlow...	Partly granted, 31 July, 1858.	1 7 0	88	2	0
Do.	Do.	.....	.....	Do. ....	.....	1 7 0	96	0	0
Do.	Do.	.....	.....	Do. ....	.....	1 7 0	69	2	0
Do.	Do.	.....	.....	Do. ....	.....	2 0 0	16	1	8
Do.	Do.	.....	.....	Do. ....	.....	2 10 0	8	2	9
Do.	Do.	.....	.....	Do. ....	.....	2 0 0	22	3	27
Do.	Do.	.....	.....	Do. ....	.....	3 0 0	2	1	32
Do.	Do.	.....	.....	Do. ....	.....	2 10 0	9	2	6
					Carried forward	.....	16,396	2	26

RETURN, &c.—Continued.

NAME OF APPLICANT.	Date of Application.	No. of Lots applied for.	Area applied for.	SITUATION.	Whether Granted, and When.	Price per Acre.		Quantity Alienated.	
						£ s. d.	a. r. p.		
			Acres.		Brought forward	.....		16,396	2 26
Sharpe, Joseph	21 Dec., 1858	1	1,000	Southgate.....	Not granted.				
Do.	23 July, 1858	2	640	Do.	Do.				
Do.	Do.	.....	500	Do.	Do.				
Shannon, J. C.	4 Aug., 1855	1	160	Glen Right	Granted, 16th April, 1858.	1 0 0		164	0 0
Do.	14 Oct., 1858	1	160	Do.	Not granted.				
Do.	Do.	1	160	Do.	Do.				
Shannon, C. M. A.	9 Aug., 1855	1	160	Georganow	Do.]				
Small, J. F.	6 Aug., 1855	1	160	Woodford Island...	Do.				
Do.	3 Aug., 1858	2	640	Do.	Do.				
Do.	Do.	.....	640	Do.	Do.				
Small, Thos., Jun.	12 Aug., 1856	1	160	Maryville.....	Do.				
Skinner, A.	11 Aug., 1856	1	160	Georganow	Do.				
Skeene, Michael	14 Dec., 1858	1	160	Sherwood	Do.				
Tindall, C. G.	2 Aug., 1857	1	160	Ramonie.....	Granted, 23rd Nov., 1858.	1 0 0		173	0 0
Wilson, Wm.	14 Oct., 1855	1	320	Lismore	Not granted.				
Do.	21 Jan., 1854	16	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Granted, 16th April, 1858.	1 0 0		160	0 0
Do.	Do.	.....	500	Do.	Do.	1 0 0		494	0 0
Do.	Do.	.....	160	Do.	Do.	1 2 6		163	0 0
Do.	Do.	.....	160	Do.	Do.	1 0 0		160	0 0
Do.	Do.	.....	160	Do.	Not granted.				
Do.	Do.	.....	500	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	160	Do.	Do.				
Do.	Do.	.....	340	Do.	Do.				
Do.	Do.	6 allotments		Do.	Granted, 22nd Oct., 1858.	8 0 0		0	2 19
Do.	Do.	.....		Do. ....	.....	8 0 0		0	2 28
Do.	Do.	.....		Do. ....	.....	8 0 0		0	2 28
Do.	Do.	.....		Do. ....	.....	8 0 0		1	1 3
Do.	Do.	.....		Do. ....	.....	8 0 0		0	2 4
					TOTAL AREA..	.....		17,714	1 28



Sydney: Thomas Richards, Government Printer.—1861.

[Price, 1d.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

MESSRS. W. DEAN & CO.

(APPOINTMENT OF, AS LAND AGENTS.)

Ordered by the Legislative Assembly to be Printed, 17 October, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 1 October, 1861, That there be laid upon the Table of this House,—

“ (1.) A Copy of any Agreement, Letter, or Memorandum, by
 “ virtue of which Messrs. W. Dean and Co. have been appointed
 “ Agents to the Government for the Sale of Public Lands.

“ (2.) A Return, shewing the Terms upon which Messrs. W.
 “ Dean and Co. have undertaken the Agency in question.”

(Mr. Forster.)

SCHEDULE.

NO.	PAGE:
1. Minute of the Colonial Treasurer, respecting the holding of Land Sales within the Sydney District. 2 September, 1861	2
2. Minute of the Secretary for Lands. 3 September, 1861	2
3. Ditto ditto. 3 September, 1861	2
4. Ditto ditto. 7 September, 1861	2
5. Ditto ditto, for the Executive Council. 9 September, 1861	2
6. Minute of the Executive Council. 9 September, 1861	3
7. Under Secretary for Lands to Mr. W. Dean. 7 September, 1861	3

MESSRS. W. DEAN & CO.

No. 1.

MINUTE of Colonial Treasurer.

I WISH to point out to the Secretary for Lands, that it will be necessary to select some other place at which the Land Sales for the District of Sydney shall in future be held, as the room hitherto appropriated for that purpose has been converted into an Armoury for the Volunteers.

This would perhaps be a convenient opportunity to consider whether the public interests would not be promoted by the Land Sales for the Sydney District being placed in the hands of a professional auctioneer, for sale at his rooms.

The next sale to be held in Sydney is fixed for the 11th instant.

E. C. WEEKES,
2 September, /61.

No. 2.

MINUTE of Secretary for Lands.

I HAVE conferred with my colleagues, and it has been determined to offer the appointment of Land Sales Agent for the Government to Mr. Dean, auctioneer, of O'Connell-street.

The rate of commission to be the same as that allowed Mr. Thomson, of East Maitland.

Mr. Dean will be expected to give sureties to the amount of £2,000.

JOHN R.
3 Sept.

No. 3.

MINUTE of Secretary for Lands.

SINCE writing the above I have seen Mr. Dean, who accepts the duty and the terms. As the date of the first sale alluded to by Mr. Weekes is the 11th instant, no time should be lost in giving notice to the public, through the *Government Gazette*, and through all the Sydney papers, of the intended change. Mr. Dean should also be requested to issue a notice.

JOHN R.
3 Sept.

No. 4.

MINUTE of Secretary for Lands.

FINDING, from the Attorney General, that it would be unsafe to sell at Mr. Dean's rooms lands proclaimed for sale at the Treasury, and it being undesirable to re-proclaim them, Mr. Dean should be instructed to sell them at the Treasury; all future proclamations to be at Mr. Dean's rooms. Mr. Dean to be informed, and receive instructions, to be first submitted to me. Selections will continue to be made at the Treasury. It will be desirable to have a Minute of the Executive Council approving of the arrangement.

JOHN R.
7 Sept.

No. 5.

MINUTE of Secretary for Lands, for the Executive Council.

*Department of Lands,
Sydney, 9 September, 1861.*

It has become desirable that the sales of land in Sydney should be conducted by a professional auctioneer, to be remunerated by a scale of fees similar to those allowed at Goulburn, Maitland, and Bathurst, namely £5 per cent. on sales up to £2,000; 2½ per cent. on sales over £2,000, and up to £10,000; and 1 per cent. on all sales effected on and over that amount, in each case, in any one year; and it is proposed that Mr. Dean, auctioneer, of O'Connell-street, be employed in that capacity.

Mr. Dean will be called upon to furnish two sureties for the performance of this duty, in the sum of £500 each, and himself in £1,000.

Sales now under proclamation to be carried out at the Treasury; all future sales to be proclaimed for Mr. Dean's Auction Rooms.

This arrangement is submitted for the approval of His Excellency the Governor and the Executive Council.

JOHN ROBERTSON.

No. 6.

No. 6.

PROCEEDINGS of the Executive Council, relative to the appointment of a professional Auctioneer to conduct Sydney Sales of Crown Lands.

Minute No. 61-41, 9th September, 1861.

PRESENT :—

His Excellency the Governor.
The Honorable the Vice President.
The Honorable the Secretary for Lands.
The Honorable the Colonial Treasurer.
The Honorable the Secretary for Works.
The Honorable the Attorney General.

His Excellency the Governor lays before the Council a Minute Paper by the Honorable the Secretary for Lands, recommending that in future all Sales of Government Land at Sydney should be conducted by a professional auctioneer, who shall be remunerated by a scale of fees similar to those allowed at Maitland and Bathurst, namely, £5 per cent. on sales up to £200; 2½ per cent. on sales over £200, and up to £10,000; and 1 per cent. on all sales effected on and over that amount, in each case, in any one year. The Honorable the Secretary further recommends that Messrs. W. Dean & Co., auctioneers, of O'Connell-street, be employed in that capacity; that they be called upon to furnish two sureties for the due performance of this duty, in the sum of £500 each, and be bound themselves in £1,000.

That sales now under Proclamation be carried out at the Treasury, but that all future sales be proclaimed for sale at Messrs. W. Dean & Co's. Auction Rooms.

2. The Council having discussed the matter at some length, advise the adoption of the proposed arrangement.

CHARLES COWPER, JUNR.,
Clerk of the Council.

No. 7.

UNDER SECRETARY FOR LANDS to MR. W. DEAN.

*Department of Lands,
Sydney, 7 September, 1861.*

SIR,

I am directed by the Secretary for Lands to inform you that you have been appointed to conduct, on behalf of the Government, future Sales of all Crown Lands and Town Allotments, and all Sales of Leases of Crown Lands, which may be offered to competition in Sydney. The rate of remuneration to be given you for this duty will be as follows:—5 per cent. on sales up to £2,000; 2½ per cent. on sales over £2,000, up to £10,000; and 1 per cent. on all sales effected on and over that amount, in each case, in any one year.

The next Sale of Crown Lands in Sydney is advertised to be held on the 11th instant, at the Colonial Treasury; and as it is not considered strictly legal to hold the sale anywhere other than at the place named in the Governor's Proclamation, that sale will have to be conducted at the Treasury; but all future sales will be proclaimed to be held at your Sale Rooms.

3. You will be required to enter into a bond to Her Majesty, yourself in the sum of £1,000, with two sureties of £500 each.

4. I am to invite you to suggest what (if any) special advertisement of the forthcoming sale you would desire to have published.

I have, &c.,

MICHL. FITZPATRICK.

1861.

Legislative Assembly.
NEW SOUTH WALES.

CROWN LANDS ALIENATION BILL.

(CIRCULAR FROM ACTING SURVEYOR GENERAL TO SURVEYORS, RELATIVE TO
RESERVATIONS OF CROWN LANDS.)

Ordered by the Legislative Assembly to be Printed, 7 November, 1861.

(Circular to Surveyors, 61-8.)

(No. 2.)

*Surveyor General's Office,
Sydney, 29 July, 1861.*

SIR,

I have the honor to enclose printed copies of clauses 4, 5, 13, and 14, of the Land Alienation Bill, recently before Parliament, being those clauses which more especially bear on the Reservation of Lands for Public purposes, sites of Towns, &c.; and I have to request that you will give your best consideration to the selection and recommendation of any Reservations which it would appear to you, having these clauses in view, to be desirable to make, previously to the passing into Law of the Bill referred to, or one similar in its provisions.

2. In the Old Settled Districts of the Colony, where many Towns have already been laid out, both by Government and by private individuals, and where all the Lands save those reserved for Town sites, have for so long a period been open to auction sale, it is not probable that many additional sites can now be selected; but your local knowledge may enable you to suggest one or more.

3. In the New Settled (formerly Intermediate) Districts—the whole of which will be open to selection before survey, with the exception of what may be set apart for Town sites and their Suburban Lands, and Lands reserved from such sale until after survey, with a view to the preservation of water supply—the selection of such sites and Reservation will necessarily involve the exercise of much forethought and consideration. The positions of existing Reserves, and the present and probable future lines of traffic, with their crossings over rivers will, however, to a great extent, indicate the Lands which should be reserved for Town sites.

4. In the Unsettled Districts, it is mainly necessary that your attention should be directed to the proclaimed Reserves; the lands under lease, or promise of lease, previously to the 22nd February, 1858, not being open to sale during the currency of the present leases, unless specifically withdrawn, by proclamation, from lease, for that purpose; and the lands under lease, or promise of lease, subsequently to that date, being generally so distant from centres of population that they are not likely to be purchased shortly. The last mentioned class of lands may, however, contain some desirable Town sites, and are therefore deserving of some attention.

5. The extent of Suburban Land to be attached to each Town or Town site, will of course depend on its present or probable future importance; and the exceptions in the commencement of the 13th clause of the Bill will form a good guide to you in this respect.

6. The subject of Reservation from sale until after survey, for the preservation of water supply, is, in the large proportion of the Colony in which that supply is limited, one deserving of the most earnest consideration, in which light I trust that it may be treated.

7. Other Reservations for Public purposes, such as ferries, bridges, canals, quays, &c., will no doubt, in very many instances, be embraced by Town sites, but may not be so in all cases, and therefore require independent consideration.

8. It is necessary that your report should be forwarded to * not
later than the end of September, in order that it may reach me by the end of October, and be fully and fairly considered before the end of the present year.

9. In conclusion, I would impress upon you that, as the satisfactory working of the new Land Bill will depend, in no inconsiderable degree, upon the efficient discharge of the duty with which you are thus entrusted in regard to a portion of the Territory, your most earnest consideration should be given to the subject.

I have, &c.,
A. G. McLEAN.

* In some cases this space was filled in with names of District Surveyors; in others, the words in italic were omitted.

1861.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS ALIENATION ACT OF 1861.

(REGULATIONS UNDER.)

Ordered by the Legislative Assembly to be Printed, 7 November, 1861.

*Department of Lands,
Sydney, 1st November, 1861.*

THE following Regulations, which have been made by His Excellency the Governor, with the advice of the Executive Council, for carrying into effect the Crown Lands Alienation Act of 1861, are hereby published for general information.

2. The Conditional Purchase Regulations, sections Nos. 21 to 43, will not come into operation until the 1st day of January, 1862, as provided in the Act.

JOHN ROBERTSON.

CHAPTER I.

PURCHASES WITHOUT COMPETITION.

PRE-EMPTIVE PURCHASE OF LANDS.

1. Applications to purchase by pre-emptive right lands held under lease or promise of lease made previously to the 22nd February, 1858, shall be addressed to the Minister for Lands, and shall state the name of the run in right of which it is proposed to purchase, and the pastoral district in which it may be situated; and shall define, as clearly as may be practicable, the portion of land which it is desired to purchase. Applications.
2. The purchase must be limited to one portion of not less than 160 acres, nor more than 640 acres, out of each block of 25 square miles of the leasehold, or a proportionate quantity out of each leasehold or portion of leasehold of less than that area; but any land previously purchased by pre-emptive right under the Orders in Council shall be estimated in the area which may be purchased. Limitation of area.
3. The land to be purchased shall be measured with its boundaries, other than rivers, creeks, or roads, directed to the cardinal points, by compass, and with an average depth from any river or creek frontage of one mile. Form of measurement.
4. The right to purchase shall in every case pass with the transfer of the lease or promise of lease at any period previously to the completion of the purchase by the authorized payment of the price into the Treasury. Transfer of right.
5. The value of the land, exclusively of improvements, as determined by appraisal, but not being less than £1 per acre, shall be paid into the Treasury within three months after the publication in the *Gazette* of a notice calling upon the applicant to do so, under the penalty of an addition to the price of 10 per centum; and should that increased price not be paid within six months of the aforesaid notice, the claim to purchase shall lapse, and the land may be sold at auction. Payment of price.

PURCHASE OF IMPROVED LANDS.

6. Applications to purchase without competition lands on which improvements may exist, shall be addressed to the Surveyor General, in the form marked A hereto appended. Application for lands improved prior to the passing of the Act, must be made before the 18th October, 1862; for lands withdrawn from lease or promise of lease, within twelve months of the withdrawal; for lands under lease or promise of lease, by the holder of the lease, and within its currency; and for lands in Gold Fields, at any period. Applications.
7. The improvements, in consideration of which it is sought to purchase without competition, must in the case of town and suburban allotments, be of a value of not less than twice the upset price of the allotment or portion on which they stand; and, in the case of other lands, of not less than the appraised value of the land, irrespective of improvements; not being less in any case than £1 per acre; and the *bonâ fide* ownership of the improvements must be satisfactorily shewn. Value and ownership of improvements.

- Area of portions.** 8. No such purchase shall embrace on town lands more than half-an-acre, on suburban lands more than two acres, or on other lands more than 320 acres, for each improvement; and every such purchase shall be made in accordance with the general subdivision of the lands, if there be any, or if already measured, by the authority of the Government, as so measured; or if not so measured, in the case of country lands having frontage to any river or creek, with a depth, if in the First Class Settled Districts, of not less than 20 chains, and in other Districts of not less than 60 chains.
- Payment of price.** 9. The value of the land, exclusively of improvements, as determined by appraisalment, but not being less than £8 per acre for town lands, £2 per acre for suburban lands, and £1 per acre for other lands, shall be paid into the Treasury, subject to the conditions prescribed by section 5 of these Regulations.

RECLAMATION OF LANDS.

- Applications.** 10. Applications for permission to reclaim lands beyond or below high-water-mark, and in front of the applicant's property, or to erect wharfs or jetties thereon, shall be addressed to the Minister for Lands, and shall be accompanied by plans shewing with accuracy the position and extent of the proposed reclamation or erection, and all adjoining erections, and also the mode in which similar and proportionate extensions in front of the adjoining properties might, if not then existing, be carried out.
- Exceptions.** 11. No such reclamation will be authorized which may be calculated to interrupt or injuriously interfere with the navigation of any harbour or river.
- Payment of value.** 12. The value of the land sought to be reclaimed, in its unimproved state, as determined by appraisalment, shall be paid into the Treasury before the reclamation will be permitted, and in the event of such payment not being made within six months after the publication in the *Gazette* of a notice calling upon the applicant to do so, the right to reclaim shall lapse.

PURCHASE OF LANDS ALREADY RECLAIMED.

- Applications.** 13. Applications for the purchase of lands reclaimed prior to the passing of the Act shall be addressed to the Minister for Lands, and shall be accompanied by plans conveying the information required by section 10 of these Regulations.
- Payment of price.** 14. The value of the land so reclaimed, exclusively of improvements, as determined by appraisalment, shall be paid into the Treasury, subject to the conditions prescribed by section 5 of these Regulations.

CLOSING AND PURCHASE OF UNNECESSARY ROADS.

- Applications.** 15. Applications for the closing of roads which may have been reserved to afford access to lands the property of the applicant, or roads which may have been rendered unnecessary by the proclamation of new roads, or otherwise, shall be addressed to the Minister for Lands, and shall be accompanied by sketches shewing the property of the applicant, the road sought to be closed, any road newly proclaimed, or other roads passing through the property, and the portions of the road proposed to be closed which the applicant, and other adjoining proprietors, if any, desire to purchase.
- Payment of price.** 16. The value of the land, as determined by appraisalment, shall be paid into the Treasury within three months after the publication in the *Gazette* of a notice calling upon the applicant to do so, under a penalty of the addition to the price of 10 per centum; and if the price be not paid within six months from the date at which the applicant may be called on to pay, the claim to purchase shall lapse, and the road sought to be closed shall remain as a thoroughfare.

PURCHASE WITHOUT COMPETITION.

- Applications.** 17. Applications to purchase, without competition, lands to which no way of access may exist, or which may be of insufficient area for conditional or auction sale, or which may lie between lands already granted and a street or road which forms or should form the way of access to such granted land, or Crown lands over which buildings partly erected on granted lands may have been extended, shall be addressed to the Minister for Lands, and shall be accompanied by sketches shewing the property of the applicant and the portion of land sought to be purchased.
- Payment of price.** 18. The value of the land, as determined by appraisalment, shall be paid into the Treasury, subject to the conditions prescribed by section 5 of these Regulations.

RESCISSION OF RESERVATION OF WATER FRONTAGE.

- Applications.** 19. Applications for the rescission of reservation of water frontage shall be addressed to the Minister for Lands, and shall state the area and locality of the land, the date of the grant, and the name of the original grantee; and in cases in which the rescission may be sought for a portion only of an original grant, shall be accompanied by a sketch shewing the division of such grant and the portion for which rescission may be sought.
- Payment of price.** 20. The value of the land, exclusively of improvements, as determined by appraisalment, shall be paid into the Treasury within three months after the publication in the *Gazette* of a notice calling upon the applicant to do so, under a penalty of the addition to the price of 10 per centum; and if the price be not paid within six months from the date at which the applicant may be called on to pay, the claim for rescission shall lapse, and the reservation of the land shall continue in force.

CHAPTER II.

CONDITIONAL PURCHASES WITHOUT COMPETITION.

CONDITIONAL PURCHASE OF UNIMPROVED LAND.

21. Applications for conditional purchase of unimproved land shall be addressed to the Land Agent of the District, in the form marked B hereto appended. Applications.

22. The following classes of lands are excluded by the Act from such conditional purchase :—Town lands; suburban lands; lands within proclaimed Gold Fields; lands under lease for mining purposes to any person other than the applicant; lands within areas bounded by lines bearing north, east, south, and west, and distant ten miles from the outside boundary of any city or town containing according to the then last Census ten thousand inhabitants, or five miles from the outside boundary of any town containing according to the then last Census five thousand inhabitants, or three miles from the outside boundary of any town containing according to the then last Census one thousand inhabitants, or two miles from the outside boundary of any town or village containing according to the then last Census one hundred inhabitants; lands reserved for the site of any town or village, or for the supply of water; or reserved from sale for any public purpose; lands containing improvements; and lands held under lease or promise of lease issued or made previously to the 22nd day of February, 1858. Exclusion of certain lands.

23. Applications shall be for not less than 40, nor more than 320 acres, and shall be tendered to the Land Agent for the District, on such days and between such hours as may be prescribed, by notice in the *Gazette*, for the attendance of such Land Agent at his office, together with a deposit of five shillings per acre. Area of selections and tender of applications.

24. Should more than one application and deposit for the same land, or any part thereof, be tendered at the same time, or should it be impossible to determine the priority, the Land Agent shall, unless all applications save one be withdrawn, forthwith determine, in the manner following, which application shall be accepted :—The Land Agent shall write on tickets of equal size the names of the several applicants, which tickets shall be placed (by the parties, should they desire to do so,) in a box to be supplied to the Land Agent for the purpose, and the Land Agent shall, without looking, and in the presence of the parties, draw one ticket from the box, and the application to be accepted shall be that of the applicant whose name may be on the ticket so drawn, and the deposits paid by the remaining applicants shall forthwith be returned. Conflicting applications.

25. Conditional purchasers must, within one month after the time of purchase, occupy the land so purchased as his *bona fide* residence. Occupation of selections.

26. Should it appear, subsequently to the selection, that the same land has been selected by different persons, though by different descriptions, the applicant whose claim was first received shall be considered the purchaser, and on the identity of the land selected being proved to the satisfaction of the Minister for Lands, the deposit paid by the latter applicant shall be returned. Interference by selections with each other.

27. If, at the time of such conditional purchase, the land shall not have been surveyed by the Government, temporary boundaries thereof shall be determined by the conditional purchaser, and any dispute respecting such boundaries, between such purchaser and any other person, other than affecting the boundaries of land held in fee, shall be settled by arbitration. If such land shall not be surveyed by the Government within twelve months from the date of application, the conditional purchaser may, by notice in writing to the Land Agent for the district, withdraw his application, and thereupon he shall be entitled to the return of any deposit paid by him, or the purchaser shall have the option of having the land surveyed by a duly qualified licensed surveyor, and the expense of such survey shall be allowed to such purchaser as part payment of his purchase money, such expense to be allowed in accordance with the scale of charges fixed or to be fixed by the Surveyor General. Boundaries.

28. Crown lands conditionally purchased shall, if measured by the authority of the Government previously to such purchase, be taken in portions as measured, if not exceeding three hundred and twenty acres; and if unmeasured, and having frontage to any river, creek, road, or intended road, shall, if within the First Class Settled Districts, have a depth of not less than twenty chains, and otherwise shall have a depth of not less than sixty chains, and shall have their boundaries, other than the frontages, directed to the cardinal points by compass, and if having no frontages as aforesaid shall be measured in square blocks, and with boundaries directed to such cardinal points. But should it seem to the Minister for Lands to be expedient, the boundaries of portions having frontages may be made approximately at right angles with the frontage, and otherwise modified, and the boundaries of portions having no frontages may be modified, and necessary roadways and water reserves excluded from such measurement. Form of measurement.

29. At the expiration of three years from the date of such conditional purchase, or within three months thereafter, fifteen shillings, being the balance of the purchase money, may be tendered at the office of the Colonial Treasurer, together with a declaration, in the form marked E, hereto appended, and countersigned by the Minister for Lands, by the conditional purchaser, or his alienee, or some other person in the opinion of the Minister for Lands competent in that behalf, or other authorized officer, and the Colonial Treasurer will thereupon receive and acknowledge the remaining purchase money; and a grant of the fee simple, but with the reservation of any minerals which the land may contain, will be made to the then rightful owner. Payment of balance.

30. Should such lands have been occupied and improved as specified in form E, and should interest at the rate of five per centum per annum on the balance of the purchase money be paid within the said three months to the Colonial Treasurer, the payment of such balance may be deferred to a period within three months after the first day of January then next Deferred payment of balance.



next ensuing, and may be so deferred from year to year by payment of such interest during the first quarter of each year. On default of a compliance with the requirements of this section, or section 29, the land shall revert to Her Majesty, and be liable to be sold at auction, and the deposit and all interest paid, shall be forfeited.

Limitation of purchase.

31. Excepting under sections 38 to 40 of these Regulations, no holder of an uncompleted conditional purchase will be permitted to make a second conditional purchase until he shall have alienated the first purchase in accordance with the Act, and shall have notified the same to the Land Agent for the District.

CONDITIONAL PURCHASE IN GOLD FIELDS.

Applications.

32. Applications for conditional purchase of unimproved lands within proclaimed Gold Fields, and neither within areas excepted by special proclamation nor occupied for gold mining purposes, shall be addressed to the Land Agent of the District in the form marked B, hereto appended.

Conditions.

33. The purchase shall be subject to the conditions set forth in sections 22 to 31 inclusively of these Regulations.

Special condition.

34. Persons specially authorized by the Minister for Lands shall be at liberty, at any period, to dig and search for gold within the land selected, and should it be found to contain auriferous deposits the sale may be annulled by the Governor and Executive Council, and thereafter compensation, to be determined by appraisalment, for the value of other than auriferous of the lands and improvements, shall be paid by the Colonial Treasurer.

CONDITIONAL PURCHASES FOR MINING PURPOSES.

Applications.

35. Applications for conditional purchase of unimproved lands, or of lands improved by the applicant as lessee for mining purposes under the Act 25 Vict., No. 2, for the purposes of mining other than gold mining, shall be addressed to the Land Agent of the District, in the form marked C, hereto appended.

Conditions.

36. The purchase shall be subject to all the conditions set forth in sections 22, 23, 24, 26, 27, and 28, of these Regulations, but the deposit to accompany the application shall be ten shillings per acre, the full price of the land being £2 per acre.

Special conditions.

37. The balance of the purchase money may be tendered at the office of the Colonial Treasurer, together with a declaration in the form marked F, hereto appended, and countersigned by the Minister for Lands or other authorized officer, by the conditional purchaser or his alienee, or some other person in the opinion of the Minister for Lands competent in that behalf. And upon such conditions being satisfied, and on payment of the balance of purchase money, a grant in fee simple will be made without reservation of minerals other than gold, and the same may be made on satisfaction of such conditions and payment of such balance, notwithstanding the period of three years required in other cases shall not have expired. A grant may also be made in like manner of any portion, not being less than forty acres, of a larger portion originally selected for purchase, upon a declaration shewing an expenditure in such mining operations as aforesaid of an average sum of not less than five pounds per acre on the land so to be granted. And in that case the purchase of the remainder of the land selected shall be rescinded, and any deposit paid thereon applied towards satisfying the balance of purchase money of the land granted. But if the Minister for Lands shall be dissatisfied with any such declaration of expenditure, he will cause the fact of the expenditure required to authorize a grant to be referred to arbitration under the Act, and the issue of a grant shall in that case be dependent on the award thereon.

ADDITIONAL CONDITIONAL PURCHASES.

Applications.

38. Applications for additional conditional purchases of lands shall be addressed to the Land Agent of the District, in the form marked B, hereto appended, but describing the proposed additional purchase by reference to that previously made, of which the area should be stated.

Position of purchase.

39. Additional purchases must adjoin the conditional purchase, or each other, and shall be in portions of not less than 40 acres, and not more than may make the total area of conditional purchase 320 acres.

Conditions.

40. Each such purchase shall be subject to all the conditions, save those for occupation and residence, provided for by sections 22 to 31 inclusively of these Regulations.

CONDITIONAL PURCHASES WITHOUT RESIDENCE.

Applications.

41. Applications for conditional purchases of lands adjacent to lands held in fee simple granted by the Crown, in areas not exceeding 280 acres, and resided on by the applicant, shall be addressed to the Land Agent of the District, in the form marked B, hereto appended, but describing the proposed conditional purchase by reference to the land in possession of the applicant.

Position of purchase.

42. The conditional purchase shall adjoin the land in possession of the applicant, and shall contain not more than may amount with that land to 320 acres.

Conditions.

43. The purchase shall be subject to all the conditions, save those for occupation and residence, provided by sections 22 to 31 inclusively of these Regulations.

CHAPTER III.

AUCTION SALES.

SALE BY AUCTION AND SELECTION.

Auction sale only of certain lands.

44. Excepting under the provisions of sections 17 and 18 of these Regulations, unimproved town and suburban lands will be sold by auction only.

45. Lands will be brought to auction sale by Government in the Police Districts ^{Area of lots.} in which they are situated, after advertisement of not less than one, nor more than three months in the *Gazette*, in lots not exceeding in any case 320 acres, and under such conditions as Government may appoint, to meet either general demand or special application.

46. The upset prices of lands brought to auction sale, shall be determined by the ^{Upset prices.} Minister for Lands, but shall not be less than—for town lands, £8; for suburban lands, £2; and for other lands, £1 per acre.

47. Applications for the auction sale of lands shall be addressed to the Surveyor ^{Applications.} General, and shall define as clearly as may be practicable, the position and extent of the lands applied for.

48. A deposit of 25 per centum of the purchase money of all lands sold by auction, ^{Deposit at sale.} shall be paid by the purchaser at the time of sale, and should such deposit not be paid the Land Agent shall again forthwith put up the land, and shall not accept any bid by the person who may have so failed to pay.

49. The balance of the purchase money, together with the deed fee, shall be paid ^{Payment of balance of price.} to the Treasurer, or to the Land Agent of the District, within three months of the day of sale; and should the purchaser fail so to pay, the sale shall be void, and the deposit paid shall be forfeited.

50. Lands other than town or suburban lands put up for sale by public auction, ^{Selection of lands not bid for.} and not sold, may, if not withdrawn from selection by the Minister or authorized officer, be purchased at the upset price; or in case of a higher price having been offered for the same, then at such higher price, less in either case by the amount of any deposit paid thereon, and applications for such selection must be tendered, with the price of the land, to the Land Agent of the District, in the form hereto appended, marked D.

CHAPTER IV.

COMMONAGES.

DEFINITION OF COMMONERS.

51. Where Commons may be granted under the Act, all freeholders and householders within boundaries which may be defined by notice in the *Gazette*, shall be entitled to use the Common; and such boundaries, in the cases of Town Commons, will ordinarily be those within which Crown lands are not open to lease under the Crown Lands Occupation Act of 1861.

52. Grants of Commons will reserve the right of pasturage of horses and cattle in ^{Reservation in grants.} use by travellers, teamsters, and carriers, for three days at any one time, or for such longer period as floods or other unforeseen natural causes may render unavoidable.

53. Where, at the time a grant of a Common is made, a Municipality includes the ^{Trustees.} lands notified as above, the Municipal Council shall be the Trustees of the Common.

54. Where no Municipality may exist the Trustees shall be five in number, and ^{Trustees.} shall in the first instance be elected in manner provided for the election of Trustees for Commons, under the Act 11 Victoria, No. 31, save that the meeting shall be convened and presided over, and the election reported, by the Police Magistrate of the town for which the Common may be granted, or of the nearest place of Petty Sessions, and should there be no Police Magistrate of such place, then by the Clerk of the Bench. But should a Municipality, including the land notified, come into existence, the Trusteeship shall be transferred to the Municipal Council.

55. All other regulations, matters, and things in connection with Commons shall be ^{Regulations.} done under and in accordance with the Act 11th Victoria, No. 31.

CHAPTER V.

MISCELLANEOUS.

APPRAISEMENT.

56. Whenever it may be necessary to determine any price or value by appraisement under the Act, or under these Regulations, the necessary steps will be taken by the Government, and duly notified to the party interested.

AUTHORITY TO SURVEYOR GENERAL.

57. The Surveyor General is authorized to perform all matters and things not otherwise specially provided for, and which, by the Act or by these Regulations are required or permitted to be performed by an authorized Officer or Agent of the Crown.

INITIATION BY GOVERNMENT, OF SALE WITHOUT COMPETITION.

58. In all cases in which persons who may be competent, under sections 6 to 9, 13, 14, 17, and 18 of these Regulations, to apply to purchase Crown lands without competition may fail so to apply, the Government may cause the land to be appraised, and take measures to carry out the sale in accordance with the above quoted sections.

DEED

CROWN LANDS ALIENATION ACT OF 1861.—REGULATIONS.

DEED FEES AND DELIVERY.

59. A fee of £1 shall be payable on each deed of grant from the Crown, and no deed shall be delivered until the stated fee shall have been paid. Deeds will be delivered at the Surveyor General's Office, Sydney, to the grantee, or to any person holding his written order duly attested by a Notary Public, Commissioner of the Supreme Court, or Justice of the Peace, or, on the application of the grantee, will be transmitted to the Land Agent for delivery.

Maps. 60. Maps, affording information as to the position of Crown lands open for sale, will be furnished to the Land Agents, in duplicate, and one copy will be periodically returned to the Surveyor General, in order that new sales may be entered thereon.

Land Agents. 61. Land Agents will, on Land Office days, afford information and assistance in filling up forms of application, and otherwise, to persons desiring to purchase.

Returns. 62. Quarterly Returns of the conditional purchases in each Police District will be published in the *Gazette*.

Forms. 63. The various forms prescribed by these Regulations will be supplied to the public at a charge of two-pence for each form, at the Government Printing Office, Sydney, and at the various Land Offices throughout the Colony.

A.

Application for the purchase of improved Crown Lands.

Sir, 186 .

Having erected [or become the proprietor of] the improvements detailed below, and which I estimate to be worth £ , I have the honor to apply that I may be permitted to purchase without competition, under the provisions of the Crown Lands Alienation Act of 1861, the Crown Lands on which they stand, and which are described hereunder.

The improvements referred to are now in my possession.

I have, &c., A. B.

The Honorable
The Minister for Lands.

Nature of Improvements.

[State here whether cottage, huts, yards, garden, or other improvements.]

DESCRIPTION OF LAND.

County of	Parish of †	Town of	Allotment
	Section		

* State address and nearest Post Town.
 † Or where not in a town, state after Parish of number of acres, River, Creek, or Road on which the land is situated, and distance and direction from nearest private property, of which state area and original purchaser or grantee—or distance and direction from nearest Crossing-place of Creek or Confluence of Creek or River, or other determinate point.
 If on land withdrawn from lease, state here name and date of proclamation of withdrawal, or if in Gold Field, state name of Field.

B.

No. of 186 .

Application for the conditional purchase of unimproved land without competition, by
of received with deposit, this day of
 186 , at o'clock, by

A. B.,
Land Agent for District.
186 .

Sir, I desire to purchase, under the Crown Lands Alienation Act of 1861, without competition, the portion of unimproved Crown Land hereunder described, and I tender herewith a deposit at the rate of five (5) shillings per acre on the area for which I apply.

I am, &c.,
C. D.

The Crown Land Agent,

DESCRIPTION.

County of	Parish of	acres *	
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* Add here the name of River, Creek, or Road on which the land is situated, also its distance and direction from the nearest portion of private property, of which state the area and the original purchaser or grantee—or distance and direction from nearest Crossing-place of Creek or Confluence of Creeks or Rivers, or other determinate point.

CROWN LANDS ALIENATION ACT OF 1861.—REGULATIONS.

C.

No. of 186 .

Application for the conditional purchase, for mining purposes, of unimproved land without competition, by of received with deposit, this day of 186 , at o'clock, by

A. B. District. 186 .
Land Agent for

Sir,

I desire to purchase without competition, for mining purposes other than gold mining, under the Crown Lands Alienation Act of 1861, the undermentioned portion of unimproved Crown Land and I tender herewith a deposit at the rate of ten (10) shillings per acre on the area for which I apply.

I am, &c., C. D.

The Crown Land Agent.

DESCRIPTION.

County of Parish of acres,*

* Add here the name of River, Creek, or Road on which the land is situated, also its distance and direction from the nearest portion of private property, of which state the area and the original purchaser or grantee—or distance and direction from nearest Crossing-place of Creek or Confluence of Creeks or Rivers, or other determinate point.

D.

No. of 186 .

Application by to select Crown Lands, received this day of 186 , with price of lot and deed fee, at o'clock by

A. B. District. 186 .
Land Agent for

Sir,

I hereby tender the sum of pounds, shillings, and pence, as the price by selection, (and deed fee) of the Crown Lands hereunder described:—

- Place of sale
- Date on which last proclaimed
- Date on which last offered for sale
- Lot at last sale
- County
- Parish or place
- Number of portion
- Extent of the lot
- Price of the lot
- Fee on the deed

I am, &c., C. D.

The Crown Lands Agent,

E.

Declaration of Conditional Purchaser.

I* do solemnly and sincerely declare that I am the lawful owner, by conditional purchase, of the land hereunder described; and that improvements, consisting of † and to the value of £ ‡, have been made on such land; and I declare further, that the said land has been the *bona fide* residence continuously ¶ of myself, ¶ from the period of selection and first occupation § to the present date; ¶ and that no alienation of the land has at any time been made by any of the above named holders until after the *bona fide* residence thereon of such holder for a period of one whole year at the least, each alienation having been notified to the Land Agent of the District within one month of its having been made ¶; and I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Act 9 Victoria, No. 9.

Made and subscribed before me at this day of 186 .

* State Christian and Surname in full.
 † State character of improvements.
 ‡ State value, not being less than £1 for each acre of the conditional purchase.
 § State names in full of each holder, if any, besides the holder.
 ¶ State date of first selection.
 † Omit where original selector has occupied the land from date of selection and occupation, and alter (the *bona fide*) to (my *bona fide*.)

DESCRIPTION.

County of Parish of acres on being conditional purchase No. of 186 , in the District of

CERTIFICATE OF LAND AGENT.

I hereby certify, that to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the several alienations were duly notified to me on the following dates.

A. G., District.
Land Agent for

F.

F.

I * of † do solemnly and sincerely declare that I am the lawful owner, by conditional purchase, of the land hereunder described, and that an expenditure equal to £2‡ per acre for the area of the land has been made on mining operations other than gold mining on the land, and since the selection in § and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Act 9th Vict., No. 9.

* State Christian and Surname in full.

† State residence.

‡ Should it be intended to complete the purchase of a part only of the original selection, £5 must be substituted for £2.

§ State date of conditional purchase.

DESCRIPTION.

County of	parish of	acres on	being (part of) conditional
mining purchase No. of	186	in the District of	day of
Made and subscribed before me at		this	186 .

CERTIFICATE OF LAND AGENT.

I hereby certify, that to the best of my knowledge and belief, the above declaration is in accordance with fact.

Land Agent for A. G., District.

1861.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS OCCUPATION ACT OF 1861. (REGULATIONS UNDER.)

Ordered by the Legislative Assembly to be Printed, 7 November, 1861.

Department of Lands, Sydney, 1st November, 1861.

THE following Regulations, which have been made by His Excellency the Governor, with the advice of the Executive Council, for carrying into effect the Crown Lands Occupation Act of 1861, are hereby published for general information.

JOHN ROBERTSON.

CHAPTER I.

ANNUAL LEASES.

(FIRST CLASS SETTLED DISTRICTS.)

- 1. Lands will be let in portions not less than six hundred and forty acres or one square mile, except in special cases hereinafter provided. Size of portions to be let.
- 2. Every such lease shall be for the then current year, and shall expire on the thirty-first day of December. Period of leases.
- 3. Leases may be renewed annually by payment, between the first and thirtieth day of September, to the Land Agent of the District or to the Colonial Treasurer, of rent for the ensuing year, at the rate of two pounds per square mile, or such higher rate as the lessee may pay for the current year; unless the lands be required for sale or for any public purpose, or for the satisfaction of any pre-emptive lease, claims in right of new purchases and leases not so renewed may be brought to sale by public auction. Renewal of leases.
- 4. Leases under the Regulations of twenty-ninth March, one thousand eight hundred and forty-eight, shall not be renewed under those Regulations, but may be converted into leases under the Act, by payment to the Colonial Treasurer in Sydney or to the Land Agent of the District, not later than two months from the publication in the Gazette of a notice to that effect, of rent for the ensuing year, at the rate of two pounds per square mile or such higher rate as the lessee may now pay, unless the land be required for sale or for any public purpose, or for the satisfaction of any pre-emptive lease claims which may arise under the Act. Conversion of existing leases into leases under the Act.
- 5. The holders in fee simple of any lands may be allowed leases of Crown Lands adjoining to their respective properties without competition, at the rate of two pounds per section of six hundred and forty acres, and to the extent of three times their own purchased or granted lands, if there be so much vacant land available; provided that such lands shall be taken in a block of rectangular form, in which the external lines shall be directed to the cardinal points by compass; and if the country has been divided into sections of square miles, then according to the general sub-divisions of the land as delineated upon the public maps in the Surveyor General's Office, and subject also to the exclusion of water necessary to the beneficial occupation of adjoining lands; provided further that the rent to be charged for land so leased to parties not having the right to take six hundred and forty acres shall in no case be less than one pound. Pre-emptive leases to holders of land in fee simple.
- 6. If there be two or more claimants under the last preceding section of the same land, the division of the land amongst them may be settled by arbitration; provided that if such land be of less extent than six hundred and forty acres it may, on an award being made, be forthwith occupied in accordance therewith, and without further formal apportionment; provided also that if at the expiration of three months from the date of a notice Determination of conflicting claims by arbitration.

	in the <i>Gazette</i> announcing to the several claimants of portions not less than six hundred and forty acres, the names of their competitors, an award shall not have been arrived at and duly communicated to the proper officer, the leases of the lands so circumstanced may be offered for sale by auction.
Notification of pre-emptive leases.	7. All leases granted under pre-emptive right shall be notified in the <i>Gazette</i> , and if within two months from the date of such notification the rent for the same shall not have been paid to the Colonial Treasurer or to the Land Agent of the District, leases of the land shall be submitted for sale by auction.
Leases at auction.	8. Lands not previously under lease over which no pre-emptive right of lease shall have been exercised within one year from the passing of this Act may be put up for lease at auction, at the Land Office of the District, either on application or otherwise, but no such sale of leases shall take place without one month's notice thereof having been given in the <i>Gazette</i> .
Upset price of lots.	9. The upset price of each lot shall be at the rate of one pound per section of six hundred and forty acres, or of ten shillings if half of the current year shall have expired before the day of sale, and the full price bid for each lot shall be paid at the time of sale.
Leases bid for but not paid for.	10. Any lease bid for, but the price of which may not be forthwith paid, shall thereupon be again offered for sale at auction.
Selection of leases not bid for.	11. The lease of any land which may have been offered for sale at auction, and not bid for, may be obtained on payment of the upset price to the Land Agent of the District.
Cancellation of leases.	12. The sale conditionally or otherwise of any portion of land under lease shall cancel so much of the lease as relates to the land so sold and to three times the area thereof adjoining thereto, unless such land shall be sold to the lessee thereof. Leases may also be cancelled by the Minister for other sufficient reason, and the balance of rent from the date of such cancellation shall in either case be returned to the lessee; provided that the lessee of the lands from which such cancellation may be made shall be at liberty either to retain the remaining portion thereof, paying however the same amount of rent as for the whole section, or surrender the same.
Conditional purchasers entitled to leases.	13. Holders of land conditionally sold will be entitled to the same right of leasing adjoining lands by pre-emption as other holders of land in fee simple.
Forms of application.	14. Applications for leases under the pre-emptive right pursuant to the foregoing sections, or for leases to be brought to sale by auction under section 8, must be made in the forms hereto appended, marked A and B respectively.

CHAPTER II.

LEASES OF RUNS.

(SECOND CLASS SETTLED AND UNSETTLED DISTRICTS.)

Terms of leases of old runs.	15. Unexpired leases granted or promised under Her Majesty's Orders in Council, previously to the 22nd day of February, 1858, will, unless where the lands have been or may hereafter be legally withdrawn from lease, remain in force for the full terms, and subject to the conditions prescribed by former Regulations, and by the Act, viz. :— (1.) Leases of runs of the Unsettled Class held under license, or granted by tender prior to the 1st January, 1852, for fourteen years from that date. (2.) Leases of runs in the Unsettled Districts, or in the Second Class Settled Districts, (formerly Intermediate), taken up by tender between the 1st January, 1852, and 22nd February, 1858, for fourteen or eight years respectively, from the date of the first payment of rent under the accepted tender.
Leases under the Act.	On the expiration of such leases new leases will be granted for the term of five years, under the provisions of the Crown Lands Occupation Act of 1861. 16. Leases promised subsequently to the 22nd February, 1858, will have effect for the period of five years from their conversion into leases under the Act, as hereinafter provided; and in such special cases as are provided for by the 15th clause of the Act, with respect to the improvement of water supply, will be renewed for a like period.
Issue of formal leases.	17. Formal leases will be prepared in favour of those claimants who have furnished the Government with such descriptions of the boundaries of their runs as may, although not necessarily prepared for actual survey, be found upon examination sufficiently complete to indicate the lands with certainty, and consistently with the rights of the claimants of adjoining lands. Claimants of leases must afford any explanations or assistance that may be required in defining their boundaries, to such officers as may be employed to estimate the extent and grazing capabilities or appraise the rent of the runs; and if it should appear to the satisfaction of the Government, in any case, that the claimant has refused or failed to afford such explanations, the officer will be instructed to define, and, where necessary, mark the boundaries, availing himself of such information as may be within his reach.
Definition of boundaries.	18. Any claimant who may desire to have his run surveyed, will be at liberty to employ, at his private cost, a licensed surveyor for that purpose, who must conduct the survey under the direction and control of the Surveyor General. In every such case, before issuing a lease, the Government will require to be satisfied that the boundaries are described with due regard to the rights of the Crown and of claimants of adjoining lands.
Survey of runs.	19. Any disputed or overlapping claims to leases that may be found to exist, not already arranged or decided by competent authority, and not involving other interests than those of the respective claimants, will, unless where the Minister for Lands may be satisfied that either claimant has a clear right to the land in dispute, be referred to arbitration, pursuant to the 23rd clause of the Act.
Disputed claims.	

CROWN LANDS OCCUPATION ACT OF 1861.—REGULATIONS.

ANNUAL RENT.

20. The rent of runs of which leases have actually been granted must be paid annually in advance, as prescribed by the terms of the respective leases. Runs under lease.

21. The rent of runs in the Unsettled Districts held under license, and of which leases have not yet been granted, will be computed as hereinafter mentioned:— Old licensed runs.

(1.) Whenever the grazing capabilities of such runs have been regularly assessed, under Her Majesty's Orders in Council, the rental will be that appropriate to such capabilities, computed as therein provided, viz.:—For 4,000 sheep (or the prescribed equivalent of 640 cattle), £10, and for each additional 1,000 sheep, or 160 cattle, £2 10s.

(2.) When the grazing capabilities have not been assessed, the rent will be regulated by the recorded extent of the runs, in the following manner, viz.:—Runs of not greater extent than 25 square miles will be charged £10, and for every additional 5 square miles over 25, an additional charge of £2 will be made.

22. Runs held by accepted tender, prior to the 22nd February, 1858, will, where assessed, be charged rent upon the assessed capabilities as aforementioned, with the addition of the annual premium (if any) offered in the original tender. Where the grazing capabilities have not been valued, immediate steps will be taken for the appraisalment of such capabilities under the Act, and pending such steps the rent of such runs, in addition to the premium (if any) will be computed according to the estimates of capabilities given in the original tenders; but in the event of the rent so commuted and paid in any case proving to have been less than that determined by valuation, the occupant will be required to make up the difference previously to the execution of the lease. Old runs demised by tender.

23. The rent referred to in the three preceding sections (20, 21, and 22) is exclusive of the annual assessment payable under the Increased Assessment and Rent Act of 1858. Rent exclusive of assessment.

24. Runs in the Second Class Settled Districts, of which the original term of lease has expired, will, pending the conversion of the present holdings into leases under the Crown Lands Occupation Act of 1861, to which end the necessary steps will be forthwith taken, be held subject to the like conditions as to the annual rent, as those referred to in section 21; and all runs leased by tender since the 22nd February, 1858, will, in like manner, pending such conversion, be rented upon the same terms as those referred to in section 22; but on the fair annual value for pastoral purposes of these holdings being determined by appraisalment, the lessees will be required to take up the new leases by the payment of the rent thereunder into the Colonial Treasury within two months from the date of a notice in the *Gazette* calling upon them to do so, and they will thereafter cease to be liable to assessment under the Increased Assessment and Rent Act of 1858. Runs coming under the Act.

25. The appraisalment will be made in manner provided by the 23rd clause of the Crown Lands Occupation Act of 1861, and the necessary steps for that purpose will be taken by the officer authorized in that behalf. Mode of appraisalment.

26. The rent of all runs will be payable annually, in advance, at the Colonial Treasury, in Sydney. After the year 1862 the annual payment will be for the period from 1st January to 31st December; and to admit of the adjustment of the periods, one half-year's rent, from 1st July to 31st December, must in all cases, except where the runs may be *actually under lease*, or may have been previously converted into leases under the Act, be paid on or before the 30th September, 1862. For each ensuing year the rent must be paid on or before the 31st December of the year preceding. In the case of runs held under the provisions of the Orders in Council, the failure to pay the rent will entail the forfeiture of the lease, (which may, however, be defeated by the payment within 60 days of the original rent day inclusive, of the overdue rent, with one-fourth added by way of penalty); and in the case of runs held under the Act, the like failure will subject the lessee to the addition of a fine of 8 per cent. on the overdue rent, during the first 3 months that the payment may be in arrear, and of 10 per cent. if more than 3 months, and to the forfeiture of the lease if the rent should remain unpaid for 6 months after the rent day. Periods of payment.

27. Sums of money will be received at the Treasury from holders of runs who may be desirous of lodging funds to meet payments falling due. Moneys will be received on account.

TRANSFERS.

28. Holders of runs of which the leases have not issued may have their rights of lease transferred, by an application addressed to the Chief Commissioner of Crown Lands, and bearing the signature of the person entitled to the lease, attested by a Magistrate, a Notary Public, or a Commissioner of the Supreme Court. On such application being recorded, the applicant will be debarred from all further claim to the lease, the right to which will thenceforth become vested in the transferee. Mode of application.

29. In the event of the person entitled to the lease dying, or being declared insolvent, or being absent from the Colony, the application for transfer may be made by his legal representative or the representative of his estate, but must be accompanied by a certificate from the Crown Solicitor of the applicant's power to effect the desired transfer. Runs of insolvents, or of parties absent or deceased.

30. After the issue of the leases it will be competent for the holders thereof to assign and transfer the same to such persons, and in such manner and form as they may respectively think proper; provided, however, that the operative words "Transfer and Assign" be used, and that no transfer shall be recognized by the Government until the same shall have been recorded in the General Office for the Registration of Deeds in Sydney, and duly notified to the Chief Commissioner of Crown Lands. Runs under lease.

31. Every transfer of a run will carry with it all rights of the transferer in connection therewith, except with respect to any land actually purchased and paid for, the ownership of which will of course remain in the purchaser notwithstanding any subsequent transfer of the run. Transfers to carry all rights of the transferer.

Separate appli- cations.	32. A separate application must be made for the transfer of each run.
Fees.	33. A fee of Two Pounds sterling must, in every case, be paid into the Office of the Chief Commissioner of Crown Lands, prior to the transfer being completed.
Dues in arrears.	34. No run will be transferred in respect to which any dues of the Crown are in arrear.

*
SUBDIVISION OF RUNS.

Runs may be subdivided.	35. Holders of runs under promise of lease under the Orders in Council may be allowed, previously to the issue of the leases, to subdivide their runs into portions of not less extent than will be sufficient for the maintenance of 4,000 sheep or their equivalent in cattle, and to obtain separate leases for the same, subject to the following conditions:—
Measurement.	36. The measurement (where necessary) of the boundary lines shall be made at the cost of the applicant, under the direction of the Surveyor General.
Boundaries may be modified.	37. The Government will reserve to itself the right in every case of modifying the boundaries proposed for the sub-division, so far as may be necessary to render them conformable to these Regulations.
Form of sub- division.	38. Every subdivision must be in a compact block of rectangular form, of which the external lines shall run east and west and north and south, subject to such deviations as the general features of the country, the adoption of natural boundaries, and the shape of the run to be divided, may require.
Water supply.	39. The subdivision must be made so as to secure to each of the reduced runs a fair and adequate share of the water necessary for the beneficial use of the pasturage.

CHAPTER III.

FORFEITED OR VACATED RUNS.

Leases by auc- tion.	40. Leases of such runs as may have been forfeited or vacated by the previous holders, will from time to time be offered for sale by auction.
Payment of rent.	41. The full rent offered will be required to be paid down at the time of sale, to be computed from the commencement of the current quarter to the 31st December ensuing.
Leases not bid for.	42. Any runs, of which the leases may remain unsold after having been twice offered for sale by auction, may be obtained on lease, by application to the Chief Commissioner of Crown Lands, at a rent of not less than £10 per annum, unless in any case in which it may appear to the Minister for Lands to be expedient that the run should again be offered to lease by auction.
Notification.	43. All runs which may be offered at auction will be notified in the <i>Gazette</i> , at the least one month before the time appointed for sale of the leases.

CHAPTER IV.

NEW RUNS.

Tenders for runs.	44. Sealed tenders for runs may be deposited by the tenderers or their agents in a box to be kept for that purpose at the Office of the Minister for Lands, and any tenders which may be transmitted by post will, immediately on their receipt, be placed therein unopened. The tender box shall be opened by the Land Tender Board, at noon, on the first Tuesday of every month, and no tender shall be deposited on that day after that hour. All tenders found in the box shall be recorded by the Board.
Disposal of ten- ders.	45. If there be only one tender for any run, the tenderer shall be entitled to the lease. If there be two or more tenders for the same run opened at the same time, the lease shall be granted to the person whose tender shall contain the offer of the highest premium; but if no one tender be higher than all the others, a fresh day shall be named, on which the persons making the highest tenders shall be at liberty to send in fresh tenders, which shall be dealt with as hereinbefore provided. Should two or more tenders embrace a portion of the same land, the common boundary may be determined by mutual consent or by arbitration under the Act; but should such boundary not be determined within three months of the date of notice in the <i>Gazette</i> informing the parties of the conflict of their tenders, the whole of the lands tendered for may be leased by auction sale.
Forms of tender.	46. Tenders shall be made in the form hereto appended (C); but, up to the first Tuesday in the month of January, 1862, inclusive, tenders in the forms hitherto in use will be received. Such latter tenders will not however be entertained, unless the deposit hereinafter mentioned is lodged in the Treasury not later than the 31st December next. Tenders must be sealed and endorsed "TENDER FOR RUN."
Descriptions in tenders.	47. Every tender shall contain a clear description of the boundaries of the run applied for, and the marks or natural features by which such boundaries are indicated, and also an estimate of its area and pastoral capabilities.
Deposit on ten- ders.	48. Every tender must be accompanied, under the same envelope, by a receipt, shewing that the sum of two pounds ten shillings has been deposited in the Colonial Treasury, and in the event of the ultimate acceptance of the tender, the tenderer shall receive credit for the amount of such deposit in the first year's rent; and in the event of the tender being rejected, the amount shall be returned to the tenderer.
Separate ten- ders.	49. A separate tender must be made for each run.
Deposit on ten- ders already received but not disposed of.	50. All persons whose tenders have already been received under the Orders in Council, but not disposed of, must pay into the Colonial Treasury, on or before the 31st December, 1861, a deposit of two pounds ten shillings for each tender. Any sum so paid shall, in the event of the tender being ultimately accepted, be considered as part of the first year's rent due by the tenderer, and in the event of the tender being rejected, shall be repaid. All tenders upon which no such deposit shall have been paid by the date above-mentioned, shall be forthwith rejected.

51. A run shall in ordinary cases consist of not more than twenty-five square miles; but should that area, in the opinion of the proper officer of the Government, be insufficient in average seasons for the pasturage of four thousand sheep or eight hundred cattle, the run may be enlarged to whatever area not exceeding one hundred square miles may be necessary for that purpose.

Area and capabilities of runs.

52. The Minister for Lands may cause the boundaries proposed in any tender to be modified so as to make the run a compact block of rectangular form, on which the external lines shall run east and west and north and south, subject however to such deviations as the general features of the country and the adoption of natural boundaries may require, and subject also to the exclusion of water necessary to the beneficial occupation of adjoining lands.

Direction of boundaries in tenders.

53. Tenderers for runs must be prepared to point out, on being called upon to do so by the officer employed to report on their tenders, the runs for which they have applied, and the boundaries thereof; and any tenderer who may fail therein will render his tender liable to be summarily rejected.

Tenderers must point out their boundaries.

54. Any tender which may be accepted will be notified in the *Gazette*, and the tenderer will be required to pay his rent and premium (if any), computed for the period from the commencement of the current quarter to the 31st December ensuing, together with the assessment for the year, within 60 days from the date of such notification, under a penalty of the forfeiture of his deposit and of any interest in the lease, and such lease will thereupon be offered to sale by auction.

Notification of acceptance.

55. Until the first year's rent shall have been paid, the applicant will acquire no right whatever to the occupation of the land tendered for.

No right of occupation until rent is paid.

56. New runs, the tenders for which may hereafter be accepted, must be occupied and stocked with not less than 200 cattle or 1,000 sheep, within 6 months, or, in the event of its being necessary to provide water by artificial means, within 18 months of the notification of the acceptance of the tender, otherwise the run will be forfeited and may be leased by auction.

Runs to be occupied and stocked.

57. The runs may be held from year to year, subject to a rent of ten pounds per annum, payable in accordance with section 26 of these Regulations, and to assessment under the Increased Assessment and Rent Act of 1853, until an appraisalment shall be made of the fair annual value thereof for pastoral purposes, whereupon the holdings shall be converted into leases under the Crown Lands Acts of 1861, and the runs shall cease to be liable to such assessment as aforesaid.

Tenure of runs at fixed rent and assessment pending appraisalment.

CHAPTER V.

LEASES OF MINERAL LANDS.

58. Leases of portions of land not exceeding 320 nor less than 40 acres for coal mining lots, and not exceeding 80 nor less than 20 acres for other mineral lots, will be granted for purposes of mining for any metal or mineral excepting gold, for periods not exceeding 14 years, and with a right of renewal for a further period of 14 years, upon the following conditions, upon the breach of any of which in any case the lease will be liable to forfeiture:—

Areas and terms.

59. Persons may on application to the Minister for Lands obtain an authority—to which will be appended a form to be used in making the selection—to select, within twelve months from the date thereof, coal or other mineral lots, and may take possession of such lots and hold them for the period therein mentioned, but the right shall be reserved to determine the boundaries of any such lots and to make provision for reservation of water supply.

Authority to select mineral lots.

60. The rent shall be five shillings per acre, payable annually in advance at the Colonial Treasury; the first payment to be made on application for authority to select, and thereafter within the month of September for each ensuing year. Leases shall in all cases end on the thirty-first day of December.

Payment of rent.

61. Lessees shall expend at the rate of five pounds sterling per acre on their lots, within the first three years of their leases.

Necessary annual expenditure.

62. Lessees may determine their leases, by giving to the Minister for Lands three months' notice, in writing, of their desire to do so, but no rent shall in any case be refunded.

Determination of leases.

63. Lessees may, on application in writing to the Minister for Lands, during the thirteenth year of their leases, obtain a renewal of the same for a further period not exceeding fourteen years; and a fine shall be paid on such renewal, not being less than two pounds ten shillings per acre to be determined by appraisalment of the value thereof. Full information of the working and returns of the mine must be afforded to the appraisers by the lessees, on pain of forfeiting their claim to renewal.

Renewal of leases.

64. If any lease be forfeited or not renewed, the lessee shall be at liberty, within six months from the termination of his lease, to remove or otherwise dispose of all machinery and improvements and the minerals brought to the surface during the term of his lease.

Removal of machinery and minerals.

65. Applications for authority to select mineral lots must be addressed to the Minister for Lands, stating the area proposed to be selected, and accompanied by a receipt shewing that the rent thereupon has been lodged in the Treasury.

Mode of application.

66. Such applications for leases of mineral lands as may have been made before the passing of the Act, shall be dealt with before authority to select is granted to any new applicant.

Applications already made.

67. The authority to select, when granted, will be in force for twelve months from its date; and after making his selection, the holder will be required immediately to report the

Mode of selection.

the

the same to the Minister for Lands, by transmitting the form appended to such authority, filled in with full particulars as to the situation and proposed limits of the lot selected, and the minerals for the working of which a lease is desired.

Reservation of right of inspection.

68. The Government will in all cases reserve to itself the right of inspecting by its officers the land leased, and any buildings, machinery, or other improvements thereupon, with a view of ensuring the due observance of the conditions of lease.

Certain lands excepted.

69. Mineral lands under proclamation or measurement for sale by auction before the promulgation of these Regulations will not be open to lease thereunder.

CHAPTER VI.

TIMBER CUTTING.

Licenses to be issued by Land Agents.

70. Licenses to cut timber may be obtained on application to the various Land Agents.

Separate license for each person.

71. A separate license must be taken out by every person actually employed in felling, cutting, sawing, splitting, or removing timber from Crown lands, except fuel not cut for sale. The license will be personal to the holder, and will not be transferable.

Licenses.

72. The licenses shall be of two kinds—one empowering the holder to cut any kind of timber, as well cedar and pine as hardwood, for which a fee of £6 will be payable; the other will be restricted to hardwood only, and the fee thereupon will be £2.

Fees.

Payment of fees.

73. The fee must in every case previously to the issue of the license, be paid to the Land Agent, by whom all such collections are to be accounted for, and paid over in the same way as other public moneys passing through his hands.

Operation of license.

74. Licenses will empower the holders of them to cut timber on any Crown lands whether held under lease or otherwise, except timber within half-a-mile of any head station, or which may have been specially reserved with the consent of the Commissioner of the District for shade or ornament.

Licenses not to extend to certain lands.

75. Licenses granted under these Regulations will not extend to Crown lands under advertisement for sale, or to any localities in which the cutting of timber may be, by notice in the *Gazette*, specially prohibited.

Duration of license.

76. The licenses will be in force from the date of issue until the 31st December then next ensuing, but licenses taken out on or after the 1st July will be charged only half the regulated fee.

Timber to be removed.

77. The timber must be removed from off the Crown lands within 12 months from the time at which it was cut, otherwise it will be liable to be seized, forfeited, and sold, on behalf of the Crown.

Cutting trees without authority; proceedings against offenders.

78. Persons illegally cutting timber on Crown lands will be proceeded against under the 33rd clause of the Act, or otherwise as may in any case be by law directed.

Seizure of timber.

79. All timber cut by unauthorized persons, and all cut timber lying on Crown lands which there may be reason to believe has not been cut by a duly authorized person will be seized; but in case a right to such timber shall be asserted within 14 days after the notice to be presently mentioned, and shall be established to the satisfaction of the Police Magistrate or Bench, its restoration to the claimant may be ordered.

To be sold after due notice.

80. Such timber, when seized, is to be marked with the broad arrow; and after due notice of the seizure thereof, by a writing to be posted up at the principal place of Petty Sessions of the District, shall, unless a claim thereto shall be made within 14 days thereafter, and duly established, be sold.

Proceeds.

81. The proceeds of the sale of timber so seized are to be accounted for and paid over like other public moneys.

Crown lessees may cut timber.

82. Lessees of Crown land are at liberty to cut any timber required by them as tenants of their several lands, but not for sale.

Return of licenses to be transmitted half-yearly.

83. A return of all licenses issued is to be forwarded half-yearly by the respective Land Agents to the Chief Commissioner of Crown Lands, by whom they will be published collectively in the *Gazette*.

CHAPTER VII.

LEASES FOR SPECIAL OBJECTS.

Mode of application.

84. Persons who may be desirous of leasing portions of land for any of the special purposes contemplated by the 30th clause of the Act, may make their applications to the Minister for Lands,—setting forth respectively the position and extent of the portions they are desirous of leasing, the objects for which a lease is desired, the rent offered, and such other information as may tend to facilitate the disposal of their applications.

Disposal of applications.

85. All such applications will be duly inquired into, and dealt with upon their merits, as may be deemed expedient by the Government; and in the event of any application being complied with, the applicant will be duly apprised of the conditions on which a lease will be granted, and of the rent which he will be required to pay.

Payment of rent.

86. Such rent must, for the first year, be lodged in the Treasury within three months from the publication in the *Gazette* of a notice to that effect; and for any subsequent year, on or before 31st December of the year preceding, otherwise the lease will be forfeited and may be brought to sale by auction.

CHAPTER VIII.

TEMPORARY COMMONAGE.

87. Crown lands not reserved for or dedicated to any other purpose, within the limits within which lands adjacent to any town are not open to pastoral lease under the Act, will ordinarily be devoted to temporary commonage, and placed, with any lands already set apart for that purpose, in the charge of the Trustees (if any) of the permanent Common

in

CROWN LANDS OCCUPATION ACT OF 1861.—REGULATIONS.

in the same locality. Temporary commonage may, wholly or in part, at any time be exempted by the Government for sale, lease, or other purposes; and shall be open to the pasturage of horses and cattle in use by travellers, teamsters, and carriers, for three days at any one time, or for such longer period as floods or other unforeseen natural causes may render unavoidable.

CHAPTER IX.

TRESPASSES ON CROWN LANDS.

88. Any person who may be found in the unauthorized occupation of any Crown land may, under the 32nd and 33rd clauses of the Act, be summarily removed therefrom, or fined, on conviction before two Justices of the Peace, on the information of any Commissioner of Crown Lands, or other person authorized by the Minister for Lands. Removal and penalties on conviction summarily.

89. Whenever the land intruded upon is not under lease, or promise of lease, it will be the duty of the proper officer to prosecute the trespasser; but on its being made to appear by the lessee, or lawful holder of any land, that any portion of his holding has been intruded upon by an unauthorized person, such lessee will be empowered to prefer an information against the intruder. Manner of prosecution.

90. In cases of disputed possession between the authorized holders of adjoining lands, the Government will not under ordinary circumstances interfere, unless the claims to leases should be found to conflict, in which case the dispute will be referred to arbitration, as hereinbefore provided. Disputed boundaries.

CHAPTER X.

MISCELLANEOUS.

91. The Chief Commissioner of Crown Lands is empowered and authorized to perform all matters and things not otherwise specially provided for, which, by the Crown Lands Occupation Act of 1861, or by these Regulations, are required or permitted to be performed by an authorized Officer or Agent of the Crown. Authority to Chief Commissioner of Crown Lands.

92. The various forms prescribed by these Regulations will be supplied to the public at a charge of two-pence for each form, at the Government Printing Office, Sydney, and at the various Land Offices throughout the Colony. Forms.

FORM A.

To be used in claiming to lease adjoining lands under the pre-emptive right, within the First Class Settled Districts.

Place
Date

Sir,

In pursuance of the conditions annexed to the 12th clause of the Crown Lands Occupation Act of 1861, I do hereby apply to be allowed to lease the sections or portion of Crown Lands hereunder described, at the fixed rent of £2 per section.

The land in virtue of which I claim to exercise a right of pre-emption is situated as follows, and is now in my possession, viz. :-

County of _____ Parish of _____ situated *
containing _____ acres being the land † to ‡

I am, &c.,

To the Honorable
The Minister for Lands, Sydney.

Description of the sections or portion applied for. †

* State general situation of the land.
† "Sold," "conditionally sold," or "granted," as the case may be.
‡ State name of purchaser or grantee.
§ State the boundaries as accurately as possible, with reference to natural features, section lines, and purchased lands in the vicinity.

FORM B.

Form of Application for a Lease of Crown Lands within the First Class Settled Districts to be brought to sale by auction.

Place *
Date

Sir,

In pursuance of the conditions annexed to the 12th clause of the Crown Lands Occupation Act of 1861, I have the honor to request that the leases of the portions of Crown Lands hereunder described may be put up to public auction.

I am, &c.,

To the Honorable
The Minister for Lands, Sydney.

DESCRIPTION OF LANDS REFERRED TO.

County of _____ Parish of _____ situated †
and bounded, &c. ‡

* State nearest Post Town.
† State general locality.
‡ State the boundaries as accurately as possible, with reference to natural features, section lines, and purchased lands in the vicinity.

1861.

Legislative Assembly.

NEW SOUTH WALES.

TENDERS FOR RUNS.

(RETURNS RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 20 November, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 20 September, 1861, That there be laid upon the Table of this House,—

“ (1.) Return of all New Runs tendered for from 1st of January, 1861, to 30th September, 1861, shewing the Date of Tender, Name of Tenderer, Name of Run, where Situated, and in what District.

“ (2.) Return shewing all Runs reported upon by Mr. Commissioner Huthwaite, in the Warrego District; the Date when referred to him for Report, Date of Report, and nature of such, during the time he has held office.”

(*Mr. Rusden.*)

TENDERS FOR RUNS.

No. 1.

A RETURN of all NEW RUNS tendered for from 1st January, 1861, to 30th September, 1861, shewing the Date of Tender, Name of Tenderer, Name of Run, and District in which situated.

A. ORPEN MORIARTY,
Chief Commissioner of Crown Lands.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
1, January ..	Charles Edwards	Albert	Lower Dunlop, No. 1.
2 " ..	Do.	Do.	East Torowonto Swamp, No. 2.
3 " ..	Do.	Do.	Lower Dunlop, No. 2.
4 " ..	Do.	Do.	Lower Dunlop, Back Block, No. 2.
5 " ..	John Morgan	Do.	West Worrominto Creek Run, No. 2.
6 " ..	Do.	Do.	Do., do., No. 1.
7 " ..	R. R. Haverfield	Do.	Yambra.
8 " ..	Do.	Do.	Nevra.
9 " ..	Do.	Do.	Gallilooch.
10 " ..	Do.	Do.	Booioch.
11 " ..	Do.	Do.	Toorwootoo.
12 " ..	Do.	Do.	Denison.
13 " ..	John Morgan	Do.	East Worominto Creek Run, No. 1.
14 " ..	Charles Edwards	Do.	West Torowonto Swamp Run, No. 1.
15 " ..	Do.	Do.	Torowoto Swamp Run, East, No. 1.
16 " ..	John Morgan	Do.	East Worominto Creek Run, No. 2.
17 " ..	Charles Edwards	Do.	West Torowoto Swamp Run, No. 2.
18 " ..	J. & R. Gibson	Maranoa	The Border Run.
19 " ..	Francis Cadell	The Darling	Wells.
20 " ..	J. Macfarlane	Do.	Leven Plains, Block No. 4.
21 " ..	Do.	Do.	Do., do. 3.
22 " ..	Do.	Do.	Do., do. 2.
23 " ..	J. A. Macfarlane	Do.	Do., do. 1.
24 " ..	G. T. & F. W. Suttor	Do.	Onondoo.
25 " ..	Francis Cadell	Do.	Paldromatty.
26 " ..	Do.	Do.	Belnoya.
27 " ..	Do.	Do.	Wanawunty.
28 " ..	Charles Friend	Bligh	Back Creek, Block No. 1.
29 " ..	J. P. Jones	Do.	Weerawarronga.
30 " ..	James Glass	Warrego	Bookhira, Back Run, West.
31 " ..	Henry Langley	Do.	Langley, Block No. 4.
32 " ..	Do.	Do.	Do., do. No. 3.
33 " ..	Do.	Do.	Do., do. No. 4.
34 " ..	Eben Orr	Do.	Banget.
35 " ..	Robert Richards	Do.	Colleweroy East, Back.
36 " ..	Do.	Do.	Colleweroy, East.
37 " ..	Andrew M'Kenzie	Do.	Woolamar and Mooling.
38 " ..	Do.	Do.	Mooling Moorah.
39 " ..	Henry Rourke	Do.	Dunglear, Back Block, No. 1.
40 " ..	Do.	Do.	Do., do. No. 2.
41 " ..	Henry Langley	Do.	Langley, Block No. 3.
42 " ..	James Glass	Do.	Kigwegel, Back Run, West.
43 " ..	Henry Langley	Do.	Langley, Block No. 2.
44 " ..	William M'Kenzie	Do.	Berivill, Berne, and Goingabar.
45 " ..	T. G. Dangar	Do.	Narran, No. 4.
46 " ..	Henry Langley	Do.	Langley, Block No. 2.
47 " ..	Thomas Phillips	Do.	Nurimar.
48 " ..	T. G. Dangar	Do.	Wigil Wigil.
49 " ..	Do.	Do.	Wigil Wigil, Back.
50 " ..	Henry Langley	Do.	Langley, No. 1 Block.
51 " ..	T. G. Dangar	Do.	Narran, No. 5.
52 " ..	James Glass	Do.	Kigwigel, Back Run, East.
53 " ..	Do.	Do.	Bookhira Back, Back Run, East.
54 " ..	Henry Langley	Do.	Langley, Block No. 1.
55 " ..	John Drinan	Do.	Goingabar.
56 " ..	Do.	Do.	Ginginberah.
57 " ..	John Eckford, junr.	Do.	Minin.
58 " ..	Florent Martell	Wellington	Back Tabratong, West.
59 " ..	Do.	Do.	Camp Hole, Bobardanel Creek.
60 " ..	John Balfe	Do.	Lower Boomagil.
61 " ..	Edward Botfield	Do.	New Year's Ranger.
62 " ..	Alexr. M'Phail	Do.	Narrawaggy.
63 " ..	Collins and Barber	Liverpool Plains	Mourootba.
64 " ..	Alexr. Lilburne	Murrumbidgee	Campbell Island.
65 " ..	Henry Kelly	Lachlan	Outer Upper Tharawagla.
66 " ..	Do.	Do.	Outer Lower Tharawagla.
67 " ..	Do.	Do.	Outer Middle Tharawagla.
68 " ..	J. J. Flood, junr. & C. Clarke	Do.	Mount Mungo.
69 " ..	J. A. M'Donald	Do.	Mountain Plain.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
70, January ..	Henry Leonard	Lachlan	Wallali, Block B.
71 " ..	Do.	Do.	Honuna, Block A.
72 " ..	Do.	Do.	South Thomonga, Block B.
73 " ..	Do.	Do.	Do., do. C.
74 " ..	Do.	Do.	Wallabi, Block A.
75 " ..	Do.	Do.	South Thomonga, Block A.
1, February..	R. K. Hammond.....	Do.	Grant, Block V.
2 " ..	Do.	Do.	Do., do. C.
3 " ..	Do.	Do.	Do., do. E.
4 " ..	Do.	Do.	Do., do. P.
5 " ..	Do.	Do.	Do., do. M.
6 " ..	Do.	Do.	Do., do. N.
7 " ..	Do.	Do.	Do., do. S.
8 " ..	Do.	Do.	Do., do. D.
9 " ..	Do.	Do.	Do., do. I.
10 " ..	Do.	Do.	Do., do. T.
11 " ..	John O'Brien	Do.	Thurleigh or Bonggumbingel.
12 " ..	R. K. Hammond.....	Do.	Grant, Block B.
13 " ..	Do.	Do.	Do., do. F.
14 " ..	Do.	Do.	Do., do. Q.
15 " ..	C. W. Ligar.....	Do.	Outer Papetortor, East.
16 " ..	Do.	Do.	Outer Back Papetortor, East.
17 " ..	Do.	Do.	Hokianga.
18 " ..	Do.	Do.	Wangaroa.
19 " ..	Do.	Do.	Kaipara.
20 " ..	Do.	Do.	Waiho.
21 " ..	Do.	Do.	Hokianga.
22 " ..	R. K. Hammond.....	Do.	Grant, Block G.
23 " ..	Do.	Do.	Do., do. H.
24 " ..	C. W. Ligar.....	Do.	Coromandel.
25 " ..	Do.	Do.	Kanwan.
26 " ..	Do.	Do.	Aotea.
27 " ..	Do.	Do.	Matakana.
28 " ..	Do.	Do.	Mahurangi.
29 " ..	Do.	Lachlan or the Darling ...	Wangaroa.
30 " ..	Do.	Lachlan.....	Outer Back Roto, North.
31 " ..	Do.	Do.	Outer Roto, North.
32 " ..	Do.	Do.	Outer Back, Wangaron.
33 " ..	Do.	Do.	Outer Wangaron.
34 " ..	Do.	Do.	East Wangaron.
35 " ..	Do.	Do.	Outer East Wangaron.
36 " ..	J. A. M'Donald	Do.	Mountain Plain.
37 " ..	David Reid	Albert	Bengora Creek or Douheny Range.
38 " ..	J. W. Collins	Warrego	Croker.
39 " ..	J. D. Brown	Do.	Barnbah.
40 " ..	T. G. Dangar	Do.	Thulyng.
41 " ..	W. H. Hill	Do.	Wamell.
42 " ..	F. M. Hill.....	Do.	Block B.
43 " ..	Do.	Do.	Do. A.
44 " ..	J. West, tertius	Do.	Cooney Paroo West, No. 9.
45 " ..	Do.	Do.	Do., do., No. 7.
46 " ..	Do.	Do.	Do., do., No. 10.
47 " ..	Do.	Do.	Do., East, No. 7.
48 " ..	Do.	Do.	Do., West, No. 8.
49 " ..	Do.	Do.	Do., do., No. 11.
50 " ..	Do.	Do.	Do., East, No. 9.
51 " ..	Do.	Do.	Do., do., No. 10.
52 " ..	Do.	Do.	Do., do., No. 8.
53 " ..	Do.	Do.	Do., West, No. 12.
54 " ..	Do.	Do.	Do., East, No. 11.
55 " ..	Do.	Do.	Do., do., No. 12.
56 " ..	E. Layton and T. Wilcox ..	Clarence	Winterdale.
57 " ..	A. Dight and S. B. Dight..	Gwydir	Little Brigalow.
58 " ..	J. D. Brown	Liverpool Plains	Beryabar Plains.
59 " ..	Charles Fartiere	Murrumbidgee.....	Lalate, South.
60 " ..	John Corse	Wellington	Bulhodina.
61 " ..	Do.	Do.	Bircham, East.
62 " ..	C. W. Ligar	Do.	Oxley's Table Land, No. 2, Block A.
63 " ..	Do.	Do.	Do., do., do. B.
64 " ..	Do.	Do.	Do., do., do. C.
65 " ..	Do.	Do.	Do., do., do. D.
66 " ..	Do.	Do.	Do., No. 1, do. A.
67 " ..	Do.	Do.	Do., do., do. B.
68 " ..	Do.	Do.	Do., do., do. C.
69 " ..	Do.	Do.	Do., do., do. D.
70 " ..	Do.	Do.	Do., do., do. E.
71 " ..	David Reid	Do.	Hermitage Plains, Block A.
72 " ..	Do.	Do.	Do., do. B.
73 " ..	Do.	Do.	Do., do. C.
74 " ..	Do.	Do.	Do., do. D.
75 " ..	Do.	Do.	Do., do. E.
76 " ..	Do.	Do.	Do., do. F.
77 " ..	Do.	Do.	Do., do. G.
78 " ..	Do.	Do.	Do., do. H.
79 " ..	Do.	Do.	Do., do. I.
80 " ..	Do.	Do.	Do., do. J.
81 " ..	Do.	Do.	Do., do. K.
82 " ..	Do.	Do.	Do., do. L.
83 " ..	Do.	Do.	Do., do. M.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
84, February..	David Reid	Wellington	Hermitage Plains, Block N.
85 "	Do.	Do.	Do., do. O.
86 "	Do.	Do.	Do., do. P.
87 "	Patrick Camorford	Do.	East Bogan, Back Block.
88 "	Charles Ryan	The Darling	Kilfera, Block H.
89 "	C. W. Ligar	Do.	Tatara South, Block A.
90 "	Do.	Do.	Do., do. B.
91 "	Do.	Do.	Totara North, Block A.
92 "	Do.	Do.	Do., do. B.
93 "	Do.	Do.	Do., do. C.
94 "	Do.	Do.	Rankin's Hill, No. 6, Block A.
95 "	Do.	Do.	Do., do., B.
96 "	Do.	Do.	Do., do., C.
97 "	Do.	Do.	Do., do., D.
98 "	Do.	Do.	Do., do., E.
99 "	Do.	Do.	Do., No. 4, Block A.
100 "	Do.	Do.	Do., do., B.
101 "	Do.	Do.	Do., do., C.
102 "	Do.	Do. or Lachlan ..	Do., do., D.
103 "	Do.	Do.	Do., do., E.
104 "	Do.	Do.	Do., do., F.
105 "	Do.	Do.	Do., No. 5, Block A.
106 "	Do.	Do.	Do., do., B.
107 "	Do.	Do.	Do., do., C.
108 "	Do.	Do.	Do., do., D.
109 "	Do.	Do.	Do., do., E.
110 "	Do.	Do.	Do., do., F.
111 "	Do.	Do.	Do., No. 3, Block A.
112 "	Do.	Do.	Do., do., B.
113 "	Do.	Do.	Do., do., C.
114 "	Do.	Do.	Do., do., D.
115 "	Do.	Do.	Do., do., E.
116 "	Do.	Do.	Do., do., F.
117 "	Do.	Do.	Outer Turlec, Block A.
118 "	Do.	Do.	Do., do. B.
119 "	Do.	Do.	Do., do. C.
120 "	Do.	Do.	East Albamarle, do. A.
121 "	Do.	Do.	Do., do. B.
122 "	Do.	Do.	Do., do. C.
123 "	Do.	Do.	Do., do. D.
124 "	Do.	Do.	Waitemata, No. 2, Block A.
125 "	Do.	Do.	Do., do. B.
126 "	Do.	Do.	Rankin's Hill, do., do. A.
127 "	Do.	Do.	Do., do., do. B.
128 "	Do.	Do.	Do., do., do. C.
129 "	Do.	Do.	Do., do., do. D.
130 "	Do.	Do.	Do., do., do. E.
131 "	Do.	Do.	Outer Gall Gall, Block D.
132 "	Do.	Do.	Do., do. C.
133 "	Do.	Do.	Do., do. B.
134 "	Do.	Do.	Do., do. A.
135 "	William M'Clury	Do.	Mcoola, Block G.
136 "	Do.	Do.	Do., do. F.
137 "	Do.	Do.	Do., do. E.
138 "	Do.	Do.	Do., do. D.
139 "	Do.	Do.	Do., do. C.
140 "	Do.	Do.	Do., do. B.
141 "	Do.	Do.	Do., do. A.
142 "	Do.	Do.	Drury, do. A.
143 "	Do.	Do.	Do., do. B.
144 "	Do.	Do.	Do., do. C.
145 "	Do.	Do.	Do., do. D.
146 "	Do.	Do.	Do., do. E.
147 "	C. W. Ligar	Do.	Durban's Group, No. 2, Block A.
148 "	Do.	Do.	Do., do., do. B.
149 "	Do.	Do.	Do., do., do. C.
150 "	Do.	Do.	Do., do., do. D.
151 "	Do.	Do.	Do., do., do. E.
152 "	Do.	Do.	Rankin's Hill, No. 1, Block B.
153 "	Do.	Do.	Do., do., do. A.
154 "	Do.	Do.	Dunlop Group, do., do. D.
155 "	Do.	Do.	Durban's Group, No. 1, Block C.
156 "	Do.	Do.	Do., do., do. B.
157 "	Do.	Do.	Do., do., do. A.
158 "	Do.	Do.	Waitemata, No. 1, Block A.
159 "	Do.	Do.	Do., do., do. B.
160 "	Charles Ryan	Do.	Kilfera, Block M.
161 "	Do.	Do.	Do., do. K.
162 "	J. V. A. Bruce	Do.	Bruce's Plain, No. 1.
163 "	Do.	Do.	Do., No. 2.
164 "	Do.	Do.	Do., No. 3.
165 "	Charles Ryan	Do.	Kilfera, Block E.
166 "	Do.	Do.	Do., do. Q.
167 "	Do.	Do.	Do., do. C.
168 "	Do.	Do.	Do., do. F.
169 "	Do.	Do.	Do., do. O.
170 "	Do.	Do.	Do., do. I.
171 "	J. H. Brooke	Do. and Wellington ..	Essendon, Block A.
172 "	Do.	Do.	Do., do. B.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
173, February..	J. H. Brooke	The Darling & Wellington	Essendon, Block C.
174 "	Do.	Do.	Do., do. D.
175 "	Do.	Do.	Do., do. E.
176 "	Do.	Do.	Do., do. F.
177 "	Do.	Do.	Do., do. G.
178 "	Do.	Do.	Do., do. H.
179 "	Do.	Do.	Do., do. I.
180 "	Do.	Do.	Do., do. J.
181 "	R. K. Hammond.....	Lachlan	Grant, Block R.
182 "	Do.	Do.	Do., do. J.
183 "	Do.	Do.	Do., do. U.
184 "	Do.	Do.	Do., do. L.
185 "	Do.	Do.	Do., do. K.
186 "	D. Ferguson	The Darling.....	Donald Plains, Block A.
187 "	Do.	Do.	Do., do. B.
188 "	Do.	Do.	Do., do. D.
189 "	Do.	Do.	Do., do. L.
190 "	Do.	Do.	Do., do. C.
191 "	Do.	Do.	Do., do. E.
192 "	Do.	Do.	Do., do. F.
193 "	Do.	Do.	Do., do. G.
194 "	Do.	Do.	Do., do. H.
195 "	Do.	Do.	Do., do. I.
196 "	Do.	Do.	Do., do. J.
197 "	Do.	Do.	Do., do. K.
198 "	William Nash	Do.	Outer Back Mythes, Block A.
199 "	Do.	Do.	West Panban, Block A.
200 "	Do.	Do.	Do., do. B.
201 "	Do.	Do.	Do., do. C.
202 "	Do.	Do.	West Paringi, do. A.
203 "	Do.	Do.	Do., do. B.
204 "	Do.	Do.	North Paringi, Block A.
205 "	Do.	Do.	Do., do. B.
206 "	Do.	Do.	Do., do. C.
207 "	Do.	Do.	Outer Back Turlec, Block B.
208 "	Do.	Do.	Do., do. C.
209 "	Do.	Do.	East Tarcoola, Block A.
210 "	Do.	Do.	Do., do. B.
211 "	Do.	Do.	South Panban, do. A.
212 "	Do.	Do.	Do., do. B.
213 "	Do.	Do.	Outer Back Mythes, Block B.
214 "	Do.	Do.	North Mythes, do. A.
215 "	Do.	Do.	Do., do. B.
216 "	Do.	Do.	Do., do. C.
217 "	Do.	Do.	Outer Back Tarcoola, do. A.
218 "	Do.	Do.	Do., do. B.
219 "	Do.	Do.	Back Bullanmong, do. A.
220 "	Do.	Do.	Do., do. B.
221 "	Do.	Do.	Outer Back Bullanmong, Block A.
222 "	Do.	Do.	Do., do. B.
223 "	Do.	Do.	North Turlea, Block A.
224 "	Do.	Do.	Do., do. B.
225 "	Do.	Do.	South Gall Gall, Block A.
226 "	Do.	Do.	Outer Back Turlec, Block A.
227 "	Do.	Do.	South Gall Gall, Block B.
228 "	Hugh Glass	Lachlan or Wellington	Crowl Creek, Block No. 6.
229 "	Do.	Do.	Do., do. No. 7.
230 "	Do.	Do.	Do., do. No. 8.
231 "	Do.	Do.	Do., do. No. 9.
232 "	Do.	Do.	Do., do. No. 10.
233 "	John O'Shannassy	Do.	Block No. 1, Crowl Creek.
234 "	Do.	Do.	Do. No. 2, do.
235 "	Do.	Do.	Do. No. 3, do.
236 "	Do.	Do.	Do. No. 5, do.
237 "	T. Hamilton	Warrego	Blocks 1, 2, 3, 4, 5, 6, to be called Jim Crow Run.
238 "	R. K. Hammond.....	Lachlan	Grant, Block O.
239 "	John Filson	Do.	Mordie, do. A.
240 "	Do.	Do.	Do., do. B.
241 "	Do.	Do.	Do., do. C.
242 "	Do.	Do.	Do., do. D.
243 "	Do.	Do.	Moonee, do. A.
244 "	Do.	Do.	Do., do. B.
245 "	Do.	Do.	Yara, do. A.
246 "	Do.	The Darling	Greenough Hill, No. 1, Block C.
247 "	Do.	Do.	Do., do., do. A.
248 "	Do.	Do.	Do., do., do. B.
249 "	Do.	Do.	Do., No. 2, do. A.
250 "	Do.	Do.	Do., do., do. B.
251 "	Do.	Do.	Do., do., do. C.
252 "	Do.	Do.	Do., No. 3, do. A.
253 "	Do.	Do.	Do., do., do. B.
254 "	Do.	Do.	Do., do., do. C.
255 "	Do.	Do.	Do., do., do. D.
256 "	Do.	Do.	Keilor North, Block B.
257 "	Do.	Do.	Do., do. C.
258 "	Do.	Do.	Do., do. D.
259 "	Do.	Do.	Do. South, do. A.
260 "	Do.	Do.	Do., do. B.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
261, February..	John Filson	The Darling	Keilor South, Block C.
262 "	Do.	Do.	Do., do. D.
263 "	Do.	Do.	Outer Back Carryale, Block A.
264 "	Do.	Do.	Do., do. B.
265 "	Do.	Do.	Do., do. C.
266 "	Do.	Do.	Outer Back Talyawalka, Block A.
267 "	Do.	Do.	Do., do. B.
268 "	Do.	Do.	Keilor North, Block A.
269 "	Do.	Do.	Back Prunella, do. A.
270 "	Do.	Do.	Do., do. B.
271 "	J. Gavin Duffy	Do.	Drumcairn, Block A.
272 "	R. B. Mason	Do.	Moama, Block M.
273 "	Do.	Do.	Do., do. N.
274 "	Do.	Do.	Block O, Moama.
275 "	Do.	Do.	Moama, Block P.
276 "	Do.	Do.	Do., do. Q.
277 "	Do.	Do.	Block R, Moama.
278 "	Do.	Do.	Do. S, do.
279 "	Do.	Do.	Do. T, do.
280 "	Do.	Do.	Do. U, do.
281 "	Do.	Do.	Do. V, do.
282 "	T. Hamilton	Do.	Blocks 1, 2, 3, 4, 5, 6, 7, 8, to be called Inner Glencoe.
283 "	Do.	Do.	Blocks 1, 2, 3, 4, 5, 6, Inner Meadow Bank.
284 "	Charles Ryan	Do.	Kilfera, Block J.
285 "	T. Hamilton	Warego	Blocks 1, 2, 3, 4, 5, 6, to be called Hamilton Bank.
286 "	Robert Mayne	The Darling	Rankin's Hill East, No. 4, Block F
287 "	Do.	Do.	Do., do., do. E.
288 "	Do.	Do.	Do., do., do. D.
289 "	Do.	Do. or Lachlan ..	Do., do., do. C.
290 "	Do.	Do.	Do., do., do. B.
291 "	Do.	Do. or Lachlan ..	Do., do., do. A.
292 "	Do.	Lachlan	Do., No. 5, do. F.
293 "	Do.	Do.	Do., do., do. D.
294 "	Do.	Do.	Do., do., do. C.
295 "	Do.	Do.	Do., do., do. B.
296 "	Do.	Do.	Do., do., do. A.
297 "	Do.	Do.	Do., do., do. E.
298 "	Hugh Glass	The Darling	Yallock, Block A.
299 "	Do.	Do.	Do., do. B.
300 "	Do.	Do.	Do., do. C.
301 "	Do.	Do.	Do., do. D.
302 "	Do.	Do.	Yonyang, Block A.
303 "	Do.	Do.	Do., do. B.
304 "	Do.	Do.	Do., do. C.
305 "	Do.	Do.	Do., do. D.
306 "	Do.	Do.	Do., do. E.
307 "	Do.	Do.	Do., do. F.
308 "	Do.	Do.	Do., do. G.
309 "	Do.	Do.	Mipars North, Block C.
310 "	Do.	Do.	Do., do. B.
311 "	Do.	Do.	Do., do. A.
312 "	John Filson	Lachlan	Yara, Block B.
313 "	Hugh Glass	The Darling	Youal, Block B.
314 "	Do.	Do.	Do., do. A.
315 "	Do.	Do.	Clare, Block C.
316 "	Do.	Do.	Do., do. B.
317 "	Do.	Do.	Do., do. A.
318 "	Do.	Do.	North Clare, Block C.
319 "	Do.	Do.	Do., do. B.
320 "	Do.	Do.	Do., do. A.
321 "	Charles Ryan	Do.	Kilfera, Block L.
322 "	Do.	Do.	Do., do. D.
323 "	Do.	Do.	Do., do. A.
324 "	Do.	Do.	Do., do. N.
325 "	Do.	Do.	Do., do. B.
326 "	Do.	Do.	Do., do. G.
327 "	Do.	Do.	Do., do. P.
328 "	R. K. Hammond	Lachlan	Grant, Block A.
329 "	John O'Shanassy	Do. or Wellington	Block No. 4, Crowl Creek.
1 March	William Wright	Albert	Wongrabel.
2 "	Do.	Do.	Manandra.
3 "	R. R. Haverfield	Do.	McLeay's Plain, West.
4 "	Do.	Do.	McLeay's Plains.
5 "	Do.	Do.	McLeay's Plains, North.
6 "	Do.	Do.	Sturt's Halt.
7 "	Henry Williams	Do.	Curranyelpa.
8 "	Do.	Do.	Wey-yel-watht.
9 "	Do.	Do.	Outer Yarengce.
10 "	Do.	Do.	Yarengce.
11 "	Thomas Williams	Do.	Merrannulu.
12 "	Francis Williams	Do.	Pallanra.
13 "	William Wright	Do.	Ulandica.
14 "	Do.	Do.	Mullagoota.
15 "	Thomas Osborne	Murrumbidgee	Billabong Forest, B.
16 "	Robert Dunn	Gwydir	Ballenah.
17 "	Henry Chambers	Do.	Popilkara.

TENDERS FOR RUNS.

7

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
18, March	James Sweeny	Clarence	Dugindan.
19	Michael Brophy	Bligh	Peer Peer.
20	Charles Cropper	Murrumbidgee	Booregery.
21	T. G. Dangar	Warrego	Barwin, No. 1.
22	Do.	Do.	Do., No. 4.
23	Henry Newcombe	Do.	Moggril, Back Block B.
24	T. G. Dangar	Do.	Barwin, No. 3.
25	J. D. McLean	Do. or Wellington	No. 2, Wangarana.
26	Do.	Do. do.	No. 4, do.
27	Do.	Do. do.	No. 3, do.
28	T. G. Dangar	Warrego	Barwin, No. 5.
29	Do.	Do.	Do., No. 2.
30	Henry Newcombe	Do.	Mooggu, Back Block.
31	D. & S. O. Sullivan	Lachlan	The Mial Plains.
32	J. C. Raven	Do.	A 2.
33	Do.	Do.	A 3.
34	C. R. Penfold	Do.	B 1.
35	Do.	Do.	B 2.
36	Do.	Do.	B 3.
37	J. C. Raven	Do.	A 1.
38	Francis Cadell	The Darling	Yarraginni.
39	Do.	Do.	Moorla Barla.
40	Do.	Do.	Narcala.
41	Murchison & Cuthbert	Do.	Toroto Swamp.
42	R. P. Langmore	Do.	Block No. 1, Horton Kirby.
43	Do.	Do.	Do. No. 2, do.
44	Francis Cadell	Do.	Narralandra.
45	G. T. & F. W. Suttor	Do.	Greenough Group.
46	Francis Cadell	Do.	Malliana.
47	R. P. Langmore	Do.	Block No. 4, Horton Kirby.
48	Do.	Do.	Do. No. 3, do.
49	Francis Cadell	Do.	Narrawingi.
50	Do.	Do.	Goolcab.
51	Do.	Do.	Kara.
52	Do.	Do.	Narramanta.
53	Do.	Do.	Uperiga.
54	Thomas Waite	Wellington	Hermitage Plains, Block A 4.
55	Do.	Do.	Do., do. A 2.
56	Do.	Do.	Do., do. A 3.
57	C. H. Barber	Do.	Do., do. X.
58	Do.	Do.	Do., do. A 1.
59	Do.	Do.	Do., do. Z.
60	Do.	Do.	Do., do. Y.
61	David Reid	Do.	Do., do. S.
62	Do.	Do.	Do., do. R.
63	Do.	Do.	Do., do. W.
64	Do.	Do.	Do., do. V.
65	Do.	Do.	Do., do. U.
66	Do.	Do.	Do., do. T.
67	Do.	Do.	Do., do. Q.
68	J. & E. Orr	Do.	Block A, Wicklow.
69	Do.	Do.	Do. B, do.
70	Do.	Do.	Do. C, do.
71	Do.	Do.	Do. D, do.
72	Do.	Do.	Do. E, do.
73	Do.	Do.	Do. F, do.
74	Do.	Do.	Do. G, do.
75	Do.	Do.	Do. H, do.
76	Do.	Do.	Do. I, do.
77	Do.	Do.	Do. J, do.
78	Do.	Do.	Do. K, do.
79	Do.	Do.	Do. L, do.
80	K. E. Brodrigg	Do.	Jumbal Plains, Block A.
81	Do.	Do.	Do., do. B.
82	Do.	Do.	Do., do. C.
83	Do.	Do.	Do., do. D.
84	Do.	Do.	Do., do. E.
85	Do.	Do.	Do., do. F.
86	Do.	Do.	Do., do. G.
87	Do.	Do.	Do., do. H.
88	Do.	Do.	Do., do. I.
89	Do.	Do.	Do., do. J.
90	Hugh Parker	Do.	Mcrose Plains, Block A.
91	Do.	Do.	Do., do. B.
92	Do.	Do.	Do., do. C.
93	Do.	Do.	Do., do. D.
94	Do.	Do.	Do., do. E.
95	Do.	Do.	Do., do. F.
96	Do.	Do.	Do., do. G.
97	Do.	Do.	Do., do. H.
98	Do.	Do.	Do., do. I.
99	J. D. McLean	Do. or Warrego.	No. 1, Wangarana.
100	Drummond & Ferrall	Murrumbidgee	Indi Run, North.
101	Do.	Do.	Do., South.
1 April	T. G. Dangar	Warrego	Narran, No. 8.
2	E. J. Bloxham	Do.	North Darling, Back Run, No. 19.
3	Do.	Do.	Do., do., No. 18.
4	Do.	Do.	Do., do., No. 17.
5	Do.	Do.	Do., do., No. 16.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
6, April	E. J. Bloxham	Warrego	North Darling, Back Run, No. 15.
7	Do.	Do.	Do., do., No. 14.
8	R. M. Hughes	Do.	Do., do., No. 30.
9	Do.	Do.	Do., do., No. 31.
10	Do.	Do.	Do., do., No. 32.
11	Do.	Do.	Do., do., No. 32.
12	Do.	Do.	Do., do., No. 33.
13	C. E. & A. C. Doyle	Do.	Upper Caloona.
14	William Yeo	Do.	Back Cowgar & Teriabola.
15	T. G. Dangar	Do.	Narran, No. 6.
16	Do.	Do.	Do., No. 8.
17	Do.	Do.	Do., No. 10.
18	Do.	Do.	Do., No. 7.
19	John Corrigan	Do.	Ulah, Back Run.
20	E. J. Bloxham	Do.	North Darling, Back Run, No. 24.
21	Do.	Do.	Do., do., No. 23.
22	Do.	Do.	Do., do., No. 22.
23	Do.	Do.	Do., do., No. 21.
24	Do.	Do.	Do., do., No. 20.
25	Do.	Do.	Do., do., No. 9.
26	Do.	Do.	Do., do., No. 10.
27	Do.	Do.	Do., do., No. 11.
28	Do.	Do.	Do., do., No. 12.
29	Do.	Do.	Do., do., No. 13.
30	Do.	Do.	Do., do., No. 8.
31	Do.	Do.	Talowla.
32	William Yeo	Do.	Back Go Garlilly.
33	George M'Quiggin	Do.	Cambongoing.
34	T. G. Dangar	Do.	Narran, No. 9.
35	E. J. Bloxham	Do.	North Darling, Back Run, No. 1.
36	Do.	Do.	Do., do., No. 2.
37	Do.	Do.	Do., do., No. 3.
38	Do.	Do.	Do., do., No. 4.
39	Do.	Do.	Do., do., No. 5.
40	Do.	Do.	Do., do., No. 6.
41	Do.	Do.	Do., do., No. 7.
42	William Yeo	Do.	Back Will Bill Bill.
43	E. J. Bloxham	Do.	North Darling, Back Run, No. 25.
44	Do.	Do.	Do., do., No. 26.
45	Do.	Do.	Do., do., No. 27.
46	Do.	Do.	Do., do., No. 28.
47	Do.	Do.	Do., do., No. 29.
48	Loren Dena	Gwydir	Billar, Block No. 1.
49	Do.	Do.	Do., do., No. 2.
50	MacRae & Bennett	Bligh	Bendigumble.
51	Alfred J. Pechey	Do.	Nedgera.
52	John Corrigan	Liverpool Plains	Sheep Run, No. 3.
53	Do.	Do.	Berregebah, Back Run.
54	Do.	Do.	Sheep Run, No. 2.
55	J. & H. Osborne	Murrumbidgee	West Momalong.
56	Thomas Monahan	Do.	Clovernook.
57	J. & H. Osborne	Do.	South Momalong.
58	H. & B. Jamieson	The Darling	Outer Cabrilla.
59	E. H. Acres	Do.	Bijerk.
60	C. Gavin Duffy	Do.	Druncairn, Block B.
61	Do.	Do.	Do., do. C.
62	Do.	Do.	Do., do. D.
63	Do.	Do.	Do., do. E.
64	Do.	Do.	Do., do. F.
65	Do.	Do.	Do., do. G.
66	Do.	Do.	Do., do. H.
67	C. H. Barber	Lachlan	Priory Plains, Block A.
68	Do.	Do.	Do., do. B.
69	Do.	Do.	Do., do. C.
70	Do.	Do.	Do., do. D.
71	Do.	Do.	Do., do. E.
72	Do.	Do.	Do., do. F.
73	Do.	Do.	Do., do. G.
74	Do.	Do.	Do., do. H.
75	John Watson	Do.	Tara, No. 1, Block A.
76	Do.	Do.	Do., No. 2, do. B.
77	Do.	Do.	Do., No. 3, do. B.
78	Do.	Do.	Do., No. 4.
79	Do.	Do.	Do., No. 5.
80	Do.	Do.	Do., No. 3, Block A.
81	Do.	Do.	Do., No. 2, do. A.
82	Do.	Do.	Do., No. 1, do. B.
83	W. T. A. Gosper	Liverpool Plains	Hello, No. 1.
84	Do.	Do.	Do., No. 2.
85	William Wood	Do.	Mihl.
86	T. G. Dangar	Do.	Upper Cumble.
87	John M'Intosh	Do.	Thurro Mullin.
88	John Corrigan	Do.	Sheep Run, No. 1.
89	William Gosper	Do.	Williewarrina Springs.
90	William Gerard	Clarence	Doveridge.
91	Do.	Do.	Snelston.
92	D. M. McLean	Wellington	Ban Ba.
93	Do.	Do.	Genowlin.
94	Do.	Bligh	Yarra Yarra Swamp.

TENDERS FOR RUNS.

9

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
95, April	D. M. McLean	Wellington	Muntha.
96 "	Do.	Do.	Youlburg.
97 "	Do.	Do.	Tara.
98 "	Do.	Do.	Cullen.
1, May	A. M. Anderson	Warrego	Comall.
2 "	Thomas Crampton	Gwydir	Moppenbry, South.
3 "	Do.	Do.	The Forest.
4 "	John Robinson	Bligh	North Yarraman.
5 "	Do.	Do.	
6 "	William Elliott	Lachlan	Carrackabool.
7 "	William Ray	Do.	Towwong.
8 "	William McLean	The Darling	Triangle.
9 "	E. H. Acres	Do.	Bijerk.
10 "	Francis Cadell	Do.	Walgiers, No. 1.
11 "	H. & B. Jamieson	Do.	Outer Kambula.
12 "	Francis Cadell	Do.	Walgiers, No. 2.
13 "	Henry Williams	Albert	Goombync.
14 "	Do.	Do.	Boolcah.
15 "	C. H. Clough & Co.	Do.	Hamlyn.
16 "	George Williams	Do.	Mulych.
17 "	C. H. Clough & Co.	Do.	Baroona.
18 "	Francis Williams	Do.	Meilyerch.
19 "	C. H. Clough & Co.	Do.	Garsopan.
20 "	Do.	Do.	Toonarbin.
21 "	Thomas Williams	Do.	Winnawatab.
22 "	David Reid	Albert, or Darling	Bongora Creech, or Mount Doubery.
23 "	Do.	Do. do.	Do. do.
24 "	Thomas Williams	Albert	Culthe.
1, June	A. & J. Glass and J. Corrigan	Liverpool Plains	Thalaba, North.
2 "	Charles Job	Do.	Noona.
3 "	A. & J. Glass and J. Corrigan	Do.	Cunadoon, West.
4 "	Collins & Barber	Do.	Mullawen.
5 "	Do.	Do.	Narawang.
6 "	Do.	Do.	Jerreybong.
7 "	A. & J. Glass and J. Corrigan	Do.	Pazan Plains Minor.
8 "	Do. do.	Do.	Eastern Walma.
9 "	Do. do.	Do.	Thalaba.
10 "	William Absolon	Murrumbidgee	Coolooman.
11 "	Francis Jenkins	Do.	Brooking Swamp.
12 "	C. E. & A. C. Doyle	Warrego	Giddia Plains.
13 "	W. C. Slyman	Do.	Murrabun, South.
14 "	C. E. & A. C. Doyle	Do.	Pine Ridge Plains.
15 "	T. G. Lang	The Darling	Selkirk.
16 "	Do.	Do.	Kirkhope.
17 "	Do.	Do.	Corbylenn.
18 "	Do.	Do.	Whitminhall.
19 "	Do.	Do.	Ringland.
20 "	Do.	Do.	Etrick Forest.
21 "	Do.	Do.	Singbe.
22 "	Do.	Do.	Clairlawmon.
23 "	Do.	Do.	Overwells.
24 "	Do.	Do.	Langsland.
25 "	Do.	Do.	Philiphaugh.
26 "	John Nelson	Do.	Ultveyah.
27 "	M. H. Black	Do.	North Panban.
28 "	Do.	Do.	Panban.
29 "	John Neilson	Do.	Gootoooolcoo.
30 "	T. and G. Lang	Do.	Ladhope.
31 "	John Neilson	Albert	Ulweyah.
32 "	Do.	Do.	Walenyah.
33 "	Watts Newland	Do.	Kallara, North West.
34 "	John Neilson	Do.	Akaawalk.
35 "	Watts Newland	Do.	Kallara, North West.
36 "	J. Cope Page	Do.	Ana Branch, East.
37 "	John Neilson	Do.	Buttelyah.
38 "	Do.	The Darling	Pimpuco.
39 "	Do.	Do.	Uyluyarah.
40 "	Peter McGregor	Do.	Mundybah.
41 "	John Neilson	Do.	Murpah.
42 "	Izett Stewart	Do.	North Mundonah.
43 "	Do.	Do.	Gulthul.
44 "	Do.	Do.	Mundonah.
45 "	Do.	Do.	North Gulthul.
46 "	Do.	Do.	Milparo of Manfred, East.
47 "	Do.	Do.	Do. do. West.
48 "	Lampt and Lynch	Wellington	Block No. 1, West Bogan.
49 "	Do.	Do.	Back Nyngan, East.
1, July	A. H. Palmer, for representatives of the late Henry Dangar	Gwydir	No Man Land.
2 "	F. N. Bucknell	Do.	Gurrotha, South.
3 "	Do.	Do.	Cugildool.
4 "	C. W. Bucknell	Do.	Doerobuba.
5 "	Do.	Do.	Goonmoocool.
6 "	T. G. Dangar	Warrego	Upper Endowra Back.
7 "	Do.	Do.	Endowra Back.
8 "	William Tate	Do.	Wallabrah.
9 "	C. W. Colliss	Do.	Undowrer, East.
10 "	Do.	Do.	Undowrer.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
11, July	David Melville	Wellington	Craway Creek, Block No. 1, or Pange.
12 "	Do.	Do.	Craway Creek, Block No. 6, or Badinda, North.
13 "	Do.	Do.	Craway Creek, Block No. 5, or Cookamooloon, North.
14 "	Mackay and Dight	Do.	Mialora.
15 "	Do.	Do.	Maroona.
16 "	J. W. Colliss	Do.	Junction Station.
17 "	Mackay and Dight	Do.	Doradilla.
18 "	J. D. McLean	Do.	No. 2, Wangarana.
19 "	Do.	Do.	No. 1, do.
20 "	Do.	Do.	No. 3, do.
21 "	Do.	Do.	No. 1, do.
22 "	David Reid	Do.	Hermitage Plains, Block S.
23 "	D. P. Keogh	Do.	Uroa, Block No. 9.
24 "	Do.	Do.	Do., No. 8.
25 "	Do.	Do.	Do., No. 4.
26 "	David Melville	Do.	Craway Creek, Block No. 4, or Pange, North.
27 "	D. P. Keogh	Do.	Uroa, Block 1.
28 "	David Melville	Do.	Craway Creek, block 3, or Badinda.
29 "	D. P. Keogh	Do.	Uroa, Block No. 5.
30 "	Do.	Do.	Do., No. 7.
31 "	David Melville	Do.	Craway Creek, Block No. 2, or Cookamooloon.
32 "	Do.	Do.	Geweroo.
33 "	E. J. Bloxham	Do.	Fort Bourke.
34 "	D. P. Keogh	Do.	Uroa Block, No. 3.
35 "	E. J. Bloxham	Do.	Fort Bourke, No. 2.
36 "	Thomas Dargin	Do.	Nombu.
37 "	T. L. Richardson	Do.	Eureka.
38 "	C. P. Burne	Do.	Weangroodoo.
39 "	Thomas Dargin	Do.	Mundaba.
40 "	F. J. Bloxham	Do.	Fort Bourke, No. 1.
41 "	D. P. Keogh	Do.	Uroa Block, No. 2.
42 "	C. P. Burne	Do.	Uambo.
43 "	Mackay and Dight	Do.	Booda.
44 "	T. G. and W. McKenzie	Do.	East Bogan, No. 7.
45 "	E. Bethin	Do.	Albany.
46 "	Do.	Do.	Cambria.
47 "	Do.	Do.	Cair's Plains.
48 "	Do.	Do.	Tincomb.
49 "	Do.	Do.	Broomhill.
50 "	Do.	Do.	Annesley.
51 "	Thomas Dargin	Do.	Merarah.
52 "	G. E. Mackay	The Darling	Matara.
53 "	Thomas Dargin	Do.	Toowomba.
54 "	D. P. Keogh	Do.	Uroa, Block No. 6.
55 "	Kossack and Urquhart	Albert	Mount Arrowsmith, West.
56 "	Do.	Do.	Do., South.
57 "	Do.	Do.	Do.
58 "	Do.	Do.	South of Mount Arrowsmith, East.
59 "	Do.	Do.	Do., do., West.
60 "	Do.	Do.	Mount Arrowsmith, East.
61 "	W. G. Conn and T. G. Drew	Do.	Bongora Creek, or Busby Park.
62 "	W. C. Slyman	Liverpool Plains	Lower Water.
63 "	Do.	Do.	Do.
64 "	F. N. Bucknell	Do.	Briglow.
65 "	Do.	Do.	Yarranbar.
66 "	C. W. Bucknell	Do.	Back Balcori, or New Balcori.
67 "	Do.	Do.	East Nowley.
68 "	Do.	Do.	West Nowley.
69 "	John Tom	The Darling	North Gilgunia.
70 "	Do.	Do.	Bojira.
71 "	Do.	Do.	Crowel Crowel.
72 "	Do.	Do.	South Gilgunia.
73 "	Wm. McLean	Do.	Barrawana.
74 "	G. W. Bloodworth	Bligh	Gundegalan.
75 "	Henry Frost	Do.	Kulnvey Scrub, North, or Kulnvey North.
76 "	Edward Blackman	Do.	Gutter Rock.
77 "	Henry Frost	Do.	Rock Station.
78 "	Campbell and Rankin	Do.	Drillwarrener, West.
79 "	W. H. Brotherton	Lachlan	Pipeclay Springs.
80 "	S. M'Caughy & J. Oochran	Murrumbidgee	Eglish.
81 "	A. W. Ruffy and E. Sawtell, junr.	Do.	East Ground.
82 "	Do.	Do.	North Dam.
83 "	D. P. Keogh	Warrego, Lachlan, or the Darling	Erin Dale.
1, August	Alfred Baker	Bligh	Gunalah.
2 "	Robert Byers	Do.	Warren Water Hole.
3 "	James Bishop	Do.	New Bulladoon.
4 "	William Murs	Do.	New Mullinguldry.
5 "	Henry Frost	Do.	Gurul and Kuambar.
6 "	William Bowman	Do.	Badabone.
7 "	Thos. M'Namara	Do.	Back Creek, No. 1.
8 "	Do.	Do.	Do., No. 2.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
9, August	William Bowman	Bligh	Back Bookambon.
10	Do.	Do.	Bookambon.
11	T. G. Dangar	Wellington	Old Fort Bourke, No. 3.
12	Do.	Do.	Do., do.
13	Do.	Do.	Do., do. Back Run, No. 3.
14	G. R. Glasson	Do.	Bolbodana.
15	T. G. Dangar	Do.	Old Fort Bourke, Back Run.
16	Do.	Do.	Do., do., No. 2.
17	Lampt & Lynch	Do.	Back Nyinga, East.
18	Francis Meston	Do.	Old Fort Bourke.
19	John B. Watt	Do.	Oxley, No. 2.
20	Do.	Do.	Oxley, No. 1.
21	D. P. Keogh	Do.	Uroa Block, No. 12.
22	Do.	Do.	Uroa A, No. 2.
23	Do.	Do.	Do., No. 3.
24	Do.	Do.	Uroa B, No. 8.
25	Do.	Do.	Do., No. 1.
26	Do.	Do.	Do., No. 3.
27	Do.	Do.	Do. A, No. 4.
28	Do.	Do.	Do., No. 5.
29	Do.	Do.	Do., No. 6.
30	Do.	Do.	Do., No. 7.
31	Do.	Do.	Do. B, No. 7.
32	Do.	Do.	Do., Block 22.
33	Do.	Do.	Do., do. 24.
34	Do.	Do.	Do. A, No. 1.
35	Do.	Do.	Do. B, No. 6.
36	Do.	Do.	Do. A, No. 10.
37	Do.	Do.	Do. B, No. 10.
38	Do.	Do.	Do. B, No. 9.
39	Do.	Do.	Do. A, No. 9.
40	Do.	Do.	Do., Block 23.
41	Do.	Do.	Do., do. 52.
42	Do.	Do.	Do., do. 50.
43	Do.	Do.	Do., do. 51.
44	Do.	Do.	Do., do. 12.
45	Do.	Do.	Do. B, No. 4.
46	Do.	Do.	Do., Block No. 10.
47	Do.	Do.	Do. A, No. 3.
48	Do.	Do.	Do., Block No. 21.
49	T. G. Dangar	Do.	Old Fort Bourke, No. 2, Back Run.
50	D. P. Keogh	Do.	Uroa, Block No. 11.
51	John Burton	Do.	Meldrum.
52	C. W. Birch	Do.	Barwin C.
53	Do.	Do.	Barwin C, Back.
54	Samuel Phillips	Do.	Bobodney.
55	C. W. Birch	Do.	Barwin A.
56	Do.	Do.	Barwin A, Back.
57	Do.	Do.	Barwin B.
58	Do.	Do.	Barwin B, Back.
59	S. F. Simpson	Do.	Burdinda.
60	D. P. Keogh	Do.	Uroa B, No. 5.
61	Do.	Do.	Do. No. 2.
62	G. R. Glasson	Do.	Kangaroo.
63	S. F. Simpson	Do.	Cajildry.
64	Francis Meston	Do.	Mianditta.
65	James M'Evoy	Lachlan	Pine Ridge Plain.
66	John Clark	Murrumbidgee	Uratta, South.
67	P. T. Keighran	The Darling	Outer Ballingeramble.
68	Cameron and Gibson	Do.	Wiri Wiri.
69	Do.	Do.	Daubeny.
70	Do.	Do.	Yeltowongu.
71	Do.	Do.	Entorn.
72	Do.	Do.	Montana.
73	Do.	Do.	Will Will.
74	J. C. Telford	Do.	Lalota.
75	Do.	Do.	Multowongu.
76	Do.	Do.	Poorra Poorra.
77	Do.	Do.	Yalt Yalt.
78	Do.	Do.	Batgoria.
79	Telford and Robertson	Do.	Altowa.
80	Do.	Do.	Wildrum.
81	Do.	Do.	Rose.
82	Do.	Do.	Lily-lal.
83	Do.	Do.	Pulka.
84	Do.	Do.	Glengowcr.
85	Do.	Do.	Ancona.
86	Do.	Do.	Augusta.
87	John Hood	Do.	Mount Bengora, No. 1.
88	Do.	Do.	Do., No. 2.
89	Do.	Do.	Do., No. 3.
90	Do.	Do.	Do., No. 4.
91	Do.	Do.	Do., -- No. 5.
92	Frederick Acheson	Do.	Paldramata.
93	John Hood	Do.	Mount Bengora, No. 6.
94	Do.	Do.	Do., No. 7.
95	Do.	Do.	Do., No. 8.
96	Do.	Do.	Do., No. 9.
97	Do.	Do.	Wandominta, No. 1.

TENDERS FOR RUNS.

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
98, August ..	John Hood	The Darling	Wandominta, No. 2.
99 " ..	Do.	Do.	Do., No. 3.
100 " ..	Do.	Do.	Do., No. 4.
101 " ..	Do.	Do.	Do., No. 5.
102 " ..	Do.	Do.	Torowoto, No. 1.
103 " ..	Do.	Do.	Do., No. 2.
104 " ..	G. E. Curlewis	Do.	Corunna.
105 " ..	Do.	Do.	St. Sebastian.
106 " ..	Do.	Do.	Fort George.
107 " ..	Do.	Do.	St. Jude.
108 " ..	Do.	Do.	St. Michael.
109 " ..	Do.	Do.	St. Agnes.
110 " ..	Frederick Achison	Do.	Bulloo, No. 1.
111 " ..	Do.	Do.	Do., No. 2.
112 " ..	Do.	Do.	Do., No. 3.
113 " ..	Do.	Do.	Do., No. 4.
114 " ..	Joseph Dunne	Albert	Wamba.
115 " ..	Do.	Do.	Dove Range.
116 " ..	W. G. Conn and J. M' Rae ..	Do.	Mulwah or Bongora Creek.
117 " ..	Henry Hopwood	Do.	Sturt's Depot Glcu.
118 " ..	Henry Williams	Do.	Pullovie.
119 " ..	Joseph Dunne	Do.	Wendi.
120 " ..	F. J. Bloxham	Do.	Macpherson, Back Run.
121 " ..	Joseph Dunne	Do.	Condala.
122 " ..	Collins and Barber	Warrego	Bobulturn.
123 " ..	Do.	Do.	Mooritcheemenong.
124 " ..	T. G. Dangar	Do.	Cumberderry, West.
125 " ..	Collins and Barber	Do.	Baligwoor.
126 " ..	Do.	Do.	Murrah.
127 " ..	James Inchan	Do.	Gerin Gerin.
128 " ..	G. W. Lord	Do.	Block No. 1.
129 " ..	James Inchan	Do.	Boogwin.
130 " ..	G. W. Lord	Do.	Block No. 3.
131 " ..	T. G. Dangar	Do.	Cumbeamdgerly Back.
132 " ..	Do.	Do.	Lower Cumbeamdgerly Back.
133 " ..	John Smith	Do.	Block No. 2.
134 " ..	Do.	Do.	Do. No. 3.
135 " ..	James Inchan	Do.	Mutta.
136 " ..	John Smith	Do.	Block No. 1.
137 " ..	T. G. Dangar	Do.	Lower Gingo Back.
138 " ..	James Inchan	Do.	Moorogonong.
139 " ..	John Smith	Do.	Block No. 4.
140 " ..	James Inchan	Do.	Kujung.
141 " ..	A. B. Pritchard	Wellington	East Bogan, 30.
142 " ..	Do.	Do.	West Bogan, 30.
143 " ..	Daniel Beasley	Do.	Do., 11.
144 " ..	Henry E. Holland	Do.	East Bogan, No. 11.
145 " ..	Rundle and Parsons	Bligh	East Tyrone.
146 " ..	John Baker	Wellington	Block No. 7, West Bogan.
147 " ..	Henry Hopwood	Darling or Albert ..	Anna Branch East.
148 " ..	Peter M'Kaller	Wellington	No. 10, East Bogan, Bughighingy.
149 " ..	William Crick	Do.	No. 12, East Bogan, Back Willia.
150 " ..	Henry Phillips	Do.	No. 11, East Bogan, No. 11.
151 " ..	P. J. Williams	Do.	Begora Plains.
152 " ..	W. L. Staniforth	Do.	East Bogan, No. 25.
153 " ..	Edward Botfield	Do.	No. 17, West Bogan.
154 " ..	George Reynolds	Lachlan	Manamar.
155 " ..	C. W. Birch	Wellington	East Bogan, No. 25.
156 " ..	W. L. Staniforth	Do.	Do., No. 26.
157 " ..	C. W. Birch	Do.	Do., No. 29.
158 " ..	John Baker	Do.	Block No. 17, East Bogan.
159 " ..	Edward Dougherty	Do.	East Bogan, No. 13.
160 " ..	C. W. Birch	Do.	Do., No. 30.
161 " ..	Edward Dougherty	Do.	Do., No. 14.
162 " ..	George Reynolds	Lachlan	Moonboolaool, North.
163 " ..	William Nicholson	Wellington	West Bogan, No. 30.
164 " ..	G. W. Lord	Warrego	Block No. 2.
165 " ..	A. B. Pritchard	Wellington	East Bogan, No. 29.
1, September	Thorold and Tisdall	Warrego	Yambooi Warramble.
2 " ..	Do.	Do.	Curree Warramble.
3 " ..	Do.	Do.	Bugindia Plain.
4 " ..	T. G. Dangar	Do.	Culgoa, No. 5.
5 " ..	Do.	Do.	Do., No. 13.
6 " ..	Do.	Do.	Do., No. 10.
7 " ..	Do.	Do.	Gooraway.
8 " ..	Do.	Do.	Culgoa, No. 7.
9 " ..	Do.	Do.	Do., No. 8.
10 " ..	Do.	Do.	Do., No. 9.
11 " ..	Do.	Do.	Do., No. 2.
12 " ..	Do.	Do.	Do., No. 6.
13 " ..	Do.	Do.	Do., No. 12.
14 " ..	Do.	Do.	Do., No. 4.
15 " ..	Do.	Do.	Do., No. 1.
16 " ..	Do.	Do.	Do., No. 11.
17 " ..	Do.	Do.	Do., No. 3.
18 " ..	D. M. Irving	Bligh	Kitabull.
19 " ..	Andrew Wilson	Do.	Fancy Ground Creek.
20 " ..	Charles Friend	Do.	Tundu, Block No. 2.
21 " ..	William Bowman	Do.	Monkey, North.

TENDERS FOR RUNS.

13

DATE OF TENDER.	NAME OF TENDERER.	DISTRICT.	NAME OF RUN.
1861.			
22, September.	William Ryan	Bligh	Monkey, South.
23 "	William Bowman	Do.	Thurumbone Back.
24 "	T. G. Dangar	Do.	Terembone, No. 1.
25 "	Do.	Do.	Do., No. 2.
26 "	Do.	Do.	Gamallarley.
27 "	Francis Booth	Gwydir	Bumble.
28 "	Sydney Powell	Liverpool Plains	Milchome Back, No. 1.
29 "	T. G. Dangar	Do.	Do., No. 7.
30 "	Do.	Do.	Do., No. 3.
31 "	Do.	Do.	Do., No. 8.
32 "	Do.	Do.	Do., No. 4.
33 "	Do.	Do.	Do., No. 5.
34 "	Do.	Do.	Do., No. 6.
35 "	Do.	Do.	Do., No. 21.
36 "	Do.	Do.	West Yararu.
37 "	A. W. Fraser	The Darling	East Yararu.
38 "	Do.	Do.	Larrup.
39 "	Do.	Do.	West Dhoon.
40 "	Do.	Do.	Yarba.
41 "	Do.	Do.	Woorangil Plain.
42 "	Peter M'Gregor	Do.	West Popiga.
43 "	A. W. Fraser	Do.	Milang, West.
44 "	Do.	Do.	Meroo.
45 "	Do.	Do.	Yavan.
46 "	Do.	Do.	Manu Run.
47 "	Do.	Do.	Brockhope.
48 "	Mathew Palmer	Do.	Bowshill.
49 "	Do.	Do.	Thirstane.
50 "	Do.	Do.	Fishylaw.
51 "	Do.	Do.	Kossershill.
52 "	Do.	Do.	Midgehope.
53 "	Do.	Do.	Midgeelinch.
54 "	Do.	Do.	Shorthope.
55 "	Do.	Do.	Mount Lyell, North.
56 "	C. E. Wright	Do.	Tongowoko, West.
57 "	Do.	Do.	Mount Lyell, South.
58 "	Do.	Do.	Tongowoko, East.
59 "	Do.	Do.	
60 "	Messrs Hyde, Stokes, Nixon, and Woodhouse.	Do.	Berithall.
61 "	Duncan Brown	Do.	Yabtree.
62 "	Do.	Do.	Yam.
63 "	Do.	Do.	Langar.
64 "	Do.	Do.	Bungaree.
65 "	Do.	Do.	Colac.
66 "	Do.	Do.	Yelthra.
67 "	A. W. Fraser	Do.	Lara.
68 "	Do.	Do.	West Yarbala.
69 "	H. M. Whitehead	Do.	Carracoolar.
70 "	J. H. Wheelwright	Do.	Eildon.
71 "	Do.	Do.	Ashkirk.
72 "	Do.	Do.	Riddle.
73 "	Do.	Do.	Haining.
74 "	Do.	Do.	Deloraine.
75 "	T. P. Fenner	Do.	Darnick.
76 "	Do.	Do.	Fowlishield.
77 "	Do.	Do.	Raeburn.
78 "	Vincent Dowling	Albert	Moco Barungha, No. 6.
79 "	Charles Thorne	Do.	Nintingbok.
80 "	Vincent Dowling	Do.	Moco Barungha, No. 1.
81 "	Do.	Do.	Do., No. 11.
82 "	Do.	Do.	Do., No. 9.
83 "	Do.	Do.	Do., No. 7.
84 "	Do.	Do.	Do., No. 4.
85 "	Do.	Do.	Do., No. 3.
86 "	Do.	Do.	Do., No. 12.
87 "	Do.	Do.	Do., No. 2.
88 "	Do.	Do.	Do., No. 5.
89 "	Do.	Do.	Do., No. 8.
90 "	Do.	Do.	Do., No. 10.
91 "	G. H. Smith	Lachlan	Tridar.
92 "	J. M. Marsh	Do.	Elwin.
93 "	W. J. Murnane	Wellington	Eakey, No. 11 Block, East Bogan.
94 "	D. M'Killop	Do.	Southampton.
95 "	D. Harrison	Murrumbidgee	South Moomolong.
96 "	S. J. Loring	Do.	Pinelands.
97 "	W. F. Martin	Do.	Twelve Mile Creek.
98 "	John Waugh	Do.	Billibong, Back Block.
99 "	D. M. Irving	Bligh	Old Harbour.

No. 2.

RETURN shewing all Runs reported upon by Mr. Commissioner Huthwaite, in the Warrego District, the date when referred for Report, and nature of such, during the time he has held office.

A. ORPEN MORIARTY,
Chief Commissioner of Crown Lands.

NAME OF RUN.	REFERRED FOR REPORT.	NATURE OF REPORT.
West Warrego, No. 3—99, May, 1858	4 April, 1860	Recommended for acceptance.
Warrego West, No. 2—97, May, 1858	Do.	Recommended to be declined.
West Warrego, No. 1—95, May, 1858	Do.	Recommended for acceptance.
West Warrego, No. 2—96, May, 1858	Do.	Do.
Warrego West, No. 1—98, May, 1858	Do.	Recommended to be declined.
West Warrego, No. 4—94, May, 1858	Do.	Recommended for acceptance.
Warrego, No. 1—68, May, 1858	Do.	Recommended to be declined.
Warrego, No. 2—69, May, 1858	1 December, 1859	Do.
Warrego, No. 3—60, May, 1858	Do.	Do.
Warrego, No. 7—81, May, 1858	Do.	Recommended for acceptance.
Warrego, No. 8—77, May, 1858	Do.	Do.
Warrego, No. 7—73, May, 1858	Do.	Do.
Warrego, No. 8—80, May, 1858	Do.	Do.
Warrego, No. 9—71, May, 1858	Do.	Do.
Warrego, No. 10—62, May, 1858	Do.	Do.
Warrego, No. 11—78, May, 1858	Do.	Do.
Warrego, No. 12—61, May, 1858	Do.	Do.
Warrego, No. 13—75, May, 1858	Do.	Do.
Warrego, No. 14—72, May, 1858	Do.	Do.
Warrego, No. 15—66, May, 1858	Do.	Do.
Warrego, No. 16—64, May, 1858	Do.	Do.
Mack—140, July, 1859	Do.	Recommended to be declined.
Warrego East, No. 1—120, June, 1859	4 April, 1860	Do.
Coomballec—63, February, 1860	12 March, 1860	Do.
Wyandra—71, February, 1860	Do.	Do.
Wallobindi—64, February, 1860	Do.	Do.
Murgingehah—35 February, 1860	Do.	Do.
Taruli—15 February, 1860	Do.	Do.
Weetara—104, February, 1860	Do.	Do.
Miami—57, February, 1860	Do.	Do.
Carral—105, February, 1860	Do.	Do.
Belar—60, February, 1860	Do.	Do.
Yerrangal—99, February, 1860	Do.	Do.
Unterwonga—78, December, 1858	1 December, 1859	Do.
Burrorunga—83, December, 1858	Do.	Do.
Thooloo—82, December, 1858	Do.	Do.
Coontwanda—77, December, 1858	Do.	Do.
Barrona—13, November, 1857	4 April, 1860	Recommended for acceptance.
Carpiali—57, November, 1857	Do.	Do.
Outer Toorali—35 December, 1858	Do.	Incomplete Report.
Outer Meri—75, December, 1858	Do.	Recommended for acceptance.
Bonny—40, July, 1850	3 May, 1860	Do.
Mopo—41, July, 1850	Do.	Recommended to be declined.
Talaa—39, July, 1850	Do.	Do.
Tuganda—38, July, 1850	Do.	Recommended for acceptance.
Block 1—94, June, 1859	1 December, 1859	Do.
Block 3—95, June, 1859	Do.	Recommended to be declined.
Block 2—101, June, 1859	Do.	Do.
Block No. 4—108, June, 1859	Do.	Do.
Wombara—94, February, 1860	12 March, 1860	Do.
Moodkie—55, September, 1850	3 May, 1860	Do.
Wongala—62, February, 1860	12 March, 1860	Do.
Maryland, No. 1—96, June, 1859	1 December, 1859	Do.
Maryland, No. 2—83, June, 1859	Do.	Do.
Manabba—469, October, 1859	Do.	Do.
No. 4, East Warrego—510, October, 1859	20 April, 1860	Do.
No. 5, East Warrego—511, October, 1859	Do.	Do.
No. 6, East Warrego—486, October, 1859	1 December, 1859	Do.
No. 7, East Warrego—487, October, 1859	Do.	Do.
No. 8, East Warrego—482, October, 1859	Do.	Do.
No. 9, East Warrego—452, October, 1859	Do.	Do.
No. 10, East Warrego—460, October, 1859	Do.	Do.
No. 11, East Warrego—454, October, 1859	Do.	Do.
No. 12, East Warrego—450, October, 1859	Do.	Do.
Manabba North—480, October, 1859	Do.	Do.
East Block No. 1, on the Warrego River—105, November, 1859	Do.	Do.
East Block No. 2, on the Warrego River—93, November, 1859	Do.	Do.
East Block No. 1, on the Warrego River—73, November, 1859	Do.	Do.
East Block No. 2, on the Warrego River—61, November, 1859	Do.	Do.
Tempe North—526, October, 1859	20 April, 1860	Do.
Tempe—527, October, 1859	Do.	Do.
Back of Mere—119, April, 1860	12 June, 1860	Do.
Back of Thoralle—120, April, 1860	Do.	Do.
Back of Peri—122, April, 1860	Do.	Do.
Wallah, No. 1—55, November, 1859	13 February, 1860	Recommended for acceptance.
Wallah, No. 2—56, November, 1859	Do.	Do.

TENDERS FOR RUNS.

15

NAME OF RUN.	REFERRED FOR REPORT.	NATURE OF REPORT.
Wallah, No. 3—57, November, 1859	13 February, 1860	Recommended for acceptance.
Wallah, No. 4—58, November, 1859	Do.	Do.
Bowra Back Block—328, September, 1859	4 April, 1860	Do.
West Block, No. 1, Warrego River—160, February, 1860	12 March, 1860	Recommended to be declined.
West Block, No. 2, Warrego River—161, February, 1860	Do.	Do.
West Block, No. 1, Warrego River—159, February, 1860	Do.	Do.
West Block, No. 2, Warrego River—158, February, 1860	Do.	Do.
Ellangowan, No. 1—28, February, 1860	Do.	Do.
Ellangowan, No. 2—6, February, 1860	Do.	Do.
Ellangowan, No. 3—39, February, 1860	Do.	Do.
West Block, No. 1, Warrego River—146, February, 1860	Do.	Do.
West Block, No. 2—148, February, 1860	Do.	Do.
West Block, No. 3, Warrego River—147, February, 1860	Do.	Do.
West Block, No. 4, Warrego River—149 February, 1860	Do.	Do.
West Block, No. 5—150, February, 1860	Do.	Do.
West Block, No. 6—151, February, 1860	Do.	Do.
East Block, No. 1, on the Warrego River—220, November, 1859	4 April, 1860	Do.
East Block, No. 2, on the Warrego River—221, November, 1859	Do.	Do.
West Block, No. 2, on Warrego River—139, February, 1860	12 March, 1860	Do.
West Block, No. 3, on Warrego River—141, February, 1860	Do.	Do.
West Block, No. 4, on Warrego River—140, February, 1860	Do.	Do.
West Block, No. 1, on Warrego River—142, February, 1860	Do.	Do.
Warrego, West Block, No. 16—1, February, 1860	Do.	Do.
Warrego, West Block, No. 4—75, February, 1860	Do.	Do.
Warrego, West Block, No. 1—106, February, 1860	Do.	Do.
Warrego West, No. 14—113, February, 1860	Do.	Do.
Warrego, West Block, No. 16—116, February, 1860	Do.	Do.
Warrego, West Block, No. 3—14, February, 1860	Do.	Do.
Warrego, West Block, No. 6—60, February, 1860	Do.	Do.
Warrego, West Block, No. 2—20, February, 1860	Do.	Do.
Warrego, West Block, No. 9—30, February, 1860	Do.	Do.
Warrego, West Block, No. 7—88 February, 1860	Do.	Do.
Warrego, West Block, No. 8—21, February, 1860	Do.	Do.
Warrego, West Block, No. 13—95, February, 1860	Do.	Do.
Warrego, West Block, No. 9—114, February, 1860	Do.	Do.
Warrego, West Block, No. 5—33, February, 1860	Do.	Do.
Warrego, West Block, No. 10—41, February, 1860	Do.	Do.
Warrego, West Block, No. 11—43, February, 1860	Do.	Do.
Warrego, West Block, No. 12—36, February, 1860	Do.	Do.
Warrego, West Block—117, February, 1860 ..	Do.	Do.
East Block, No. 2, on the Warrego River—215, November, 1859	4 April, 1860	Do.
West Block, No. 1, on the Warrego River—137, February, 1860	12 March, 1860	Do.
East Block, No. 1, on the Warrego River—228, November, 1859	4 April, 1860	Do.
West Block, No. 2, Warrego River—138, February, 1860	12 March, 1860	Do.
Echura—154, February, 1860	Do.	Do.
Mouma—153, February, 1860	Do.	Do.
Darlula—152, February, 1860	Do.	Do.
Warrego, No. 3—97, December, 1859	6 January, 1860	Do.
Warrego, No. 12—69, December, 1859	Do.	Do.
Warrego, No. 7—70, December, 1859	Do.	Do.
Warrego, No. 6—84, December, 1859	Do.	Do.
Warrego, No. 4—91, December, 1859	Do.	Do.
Warrego, No. 5—87, December, 1859	Do.	Do.
Warrego, No. 11—75, December, 1859	Do.	Do.
Warrego, No. 10—71, December, 1859	Do.	Do.
Warrego, No. 9—76, December, 1859	Do.	Do.
Warrego, No. 8—83, December, 1859	Do.	Do.
Warrego, No. 1—96, December, 1859	Do.	Do.

TENDERS FOR RUNS.

NAME OF RUN.	REFERRED FOR REPORT.	NATURE OF REPORT.
Warrego, No. 2—90, December, 1859	6 January, 1860	Recommended to be declined.
West Warrego, Block No. 1—103, February, 1860	12 March, 1860	Do.
East Warrego, Block No. 9—98, February, 1860	Do.	Do.
East Warrego, Block No. 12—129, February, 1860	Do.	Do.
West Warrego, Block No. 5—126, February, 1860	Do.	Do.
West Warrego, Block No. 4—8 February, 1860	Do.	Do.
East Warrego—Block No. 5—123, February, 1860	Do.	Do.
West Warrego, Block No. 12—127, February, 1860	Do.	Do.
East Warrego, Block No. 3—97, February, 1860	Do.	Do.
East Warrego, Block No. 6—125, February, 1860	Do.	Do.
West Warrego, Block, No. 2—102, February, 1860	Do.	Do.
East Warrego, No. 2—107, February, 1860 ..	Do.	Do.
East Warrego, No. 7—128, February, 1860....	Do.	Do.
East Warrego, No. 10—74, February, 1860 ..	Do.	Do.
East Warrego, Block No. 8—45, February, 1860 ..	Do.	Do.
East Warrego, Block No. 11—16, February, 1860.....	Do.	Do.
West Warrego, Block No. 8—101, February, 1860.....	Do.	Do.
West Warrego, Block No. 1—100, February, 1860.....	Do.	Do.
West Warrego, Block No. 3—134, February, 1860.....	Do.	Do.
Cothell—57, January, 1860	9 February, 1860.....	Do.
Dartmoor—58, January, 1860	Do.	Do.
St. Aubyn—78, January, 1860	Do.	Do.
Edgecombe—156, February, 1860	12 March, 1860	Do.
Trematon—157, February, 1860	Do.	Do.
St. Gernains—155, February, 1860.....	Do.	Do.
Warrego, East, No. 6—72, February, 1860....	Do.	Do.
Warrego, East, No. 7—67, February 1860....	Do.	Do.
Warrego, East, No. 9—17, February, 1860....	Do.	Do.
Warrego, East, No. 8—18, February, 1860....	Do.	Do.
Warrego, East, No. 10—22, February, 1860 ..	Do.	Do.
Back of Boura—121, April, 1860	12 June, 1860.....	Do.
Back of Peika—125, April, 1860.....	Do.	Do.
No. 7, West Warrego—176, February, 1860..	12 March, 1860	Do.
No. 5, West Warrego—173, February, 1860..	Do.	Do.
No. 2, West Warrego—177, February, 1860..	Do.	Do.
No. 11, West Warrego—178, February, 1860..	Do.	Do.
No. 10, West Warrego—172, February, 1860..	Do.	Do.
No. 9, West Warrego—169, February, 1860..	Do.	Do.
No. 8, West Warrego—170, February, 1860..	Do.	Do.
No. 6, West Warrego—166, February, 1860..	Do.	Do.
No. 12, West Warrego—167, February, 1860..	Do.	Do.
No. 1, West Warrego—179, February, 1860..	Do.	Do.
No. 4, West Warrego—180, February, 1860..	Do.	Do.
No. 3, West Warrego—175, February, 1860..	Do.	Do.
Eyed-Ya—15, March, 1860	27 March, 1860	Do.
Guinbah—14, March, 1860	Do.	Do.
Gingar, No. 1—13, March, 1860	Do.	Do.
Gingar, No. 2—16, March, 1860	Do.	Do.
Torid Zone—13, February, 1860	12 March, 1860	Do.
Priority—24, February, 1860	Do.	Do.
Cabalowan—83, February, 1860	Do.	Do.
Booga Booga—109, February, 1860.....	Do.	Do.
Wirley—87, February, 1860	Do.	Do.
Wirley North—76, February, 1860	Do.	Do.
Wirley Minor—84, February, 1860	Do.	Do.
North Pole—135, February, 1860.....	Do.	Do.
West Warrego, No. 1—56, February, 1860....	Do.	Do.
West Warrego, No. 2—55, February, 1860....	Do.	Do.
West Warrego, No. 3—54, February, 1860....	Do.	Do.
West Warrego, No. 4—53, February, 1860....	Do.	Do.
West Warrego, No. 5—52, February, 1860....	Do.	Do.
West Warrego, No. 6—51, February, 1860....	Do.	Do.
West Warrego, No. 7—50, February, 1860....	Do.	Do.
West Warrego, No. 8—47, February, 1860....	Do.	Do.
West Warrego, No. 9—48, February, 1860....	Do.	Do.
West Warrego, No. 10—49, February, 1860....	Do.	Do.
Tabola—144, February, 1860	Do.	Do.
Burwora—143, February, 1860	Do.	Do.
Madwadgurce—64, January, 1860	9 February, 1860.....	Do.
Tourna—61, January, 1860	Do.	Do.
Albinalli—110, February, 1860.....	12 March, 1860	Do.
Barronc—120, February, 1860	Do.	Do.
Covada—132, February, 1860	Do.	Do.
Currawang—5, February, 1860	Do.	Do.
Waldera—133, February, 1860.....	Do.	Do.
Giralong—3, February, 1860	Do.	Do.
Mineburra—92, February, 1860	Do.	Do.
Nyamba—66, February, 1860	Do.	Do.
Wondarra—70, February, 1860.....	Do.	Do.

TENDERS FOR RUNS.

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NAME OF RUN.	REFERRED FOR REPORT.	NATURE OF REPORT.
Barilla—77, February, 1860	12 March, 1860	Recommended to be declined.
Saraza—10, February, 1860	Do.	Do.
Boulbene—121, February, 1860	Do.	Do.
Winson Green—9, February, 1860	Do.	Do.
Joldens—11, February, 1860	Do.	Do.
Alby—26, February, 1860	Do.	Do.
Timbuctoo—4, February, 1860	Do.	Do.
Trincomalu—112, February, 1860	Do.	Do.
Pondicherry—111, February, 1860	Do.	Do.
East Block, No. 4—49, January, 1860	9 February, 1860	Do.
Yundaroo—49, June, 1860	25 June, 1860	Recommended for acceptance.
Windara—27, June, 1860	Do.	Do.
Lower Coorallie, East—48, June, 1860	Do.	Do.
Lower Coorallie, West—44, June, 1860	Do.	Do.
Coorallie, East—19, June, 1860	Do.	Do.
Coorallie, West—50, June, 1860	Do.	Do.
Goonery—20, June, 1860	Do.	Do.
Multagoona—35, June, 1860	Do.	Do.
Mallubowa—70, January, 1860	9 February	Recommended to be declined.
Bource—68, January, 1860	Do.	Do.
Mallagownora—69, January, 1860	Do.	Do.
East Block, No. 3—50, January, 1860	Do.	Do.
Yarranbah, North—418, October, 1859	7 January, 1860	Recommended for acceptance.
Cumblicubinbar—73, December, 1857	1 December, 1859	Do.
Upper Bankut—18, October, 1857	11 May, 1860	Do.
Bankut—19, October, 1857	Do.	Do.
Truroo—74, December, 1857	1 December, 1860	Recommended to be declined.
Lower Truroo—75, December, 1857	Do.	Recommended for acceptance.
Boogindinna—76, December, 1857	1 December, 1859	Recommended to be declined.
Lower Boogindinna—77, December, 1857	Do.	Recommended for acceptance.
Canwell—58, April, 1858	Do.	Do.
Bumbleberria—35, March, 1858	4 December, 1860	Do.
Cobran—24, July, 1858	7 January, 1860	Recommended to be declined.
Tatala—25, July, 1858	Do.	Recommended for acceptance.
Tacaba—27, July, 1858	Do.	Do.
Bomba—28, July, 1858	Do.	Do.
Cobram—35, July, 1858	Do.	Recommended to be declined.
Bycrawering, South—55, April, 1858	9 December, 1859	Recommended for acceptance.
Bycrawering, North—57, April, 1858	Do.	Do.
Gedgior—61, April, 1858	Do.	Do.
Kiengal—85, September, 1858	1 December, 1859	Do.
Langboyde—9, March, 1859	7 January, 1860	Do.
Langboyde, South—10, March, 1859	Do.	Do.
Cumbarah Springs—100, March, 1855	20 January, 1860	Do.
Willbillbill—24, November, 1856	Do.	Do.
Go Gurilley—25, November, 1856	Do.	Do.
Boogira—24, May, 1856	1 December, 1859	Do.
Mureabon—13, March, 1856	Do.	Do.
Collygo—264, September, 1859	11 May, 1860	Do.
Borrambilrah—84, September, 1858	1 December, 1859	Do.
Borrambilrah, West—90, September, 1858	Do.	Do.
Gilgi—58, July, 1857	Do.	Do.
Booroomaa, North—42, October, 1858	11 May, 1860	Do.
Teriabola—43, April, 1858	1 December, 1859	Do.
Cowga—53, April, 1858	Do.	Do.
Yerrangal, West—89, September, 1858	Do.	Do.
Papperton—26, July, 1858	7 January, 1860	Do.
Wulwally—39, December, 1856	1 December, 1859	Do.
Milrea Minor—178, August, 1859	11 May, 1860	Do.
Muckerawea, South—19, March, 1859	7 January, 1860	Do.
Muckerawea—20, March, 1859	Do.	Do.
Kunreberrec, East—45, October, 1858	Do.	Do.
Buric—49, October, 1858	Do.	Do.
Bogiria, East—32, December, 1858	Do.	Do.
Bogiria, East—38, December, 1858	Do.	Do.
Guriwara—32, August, 1858	Do.	Do.
Knureberrec—36, August, 1858	Do.	Do.
Back Moodana—19, March, 1859	10 February, 1860	Incomplete report.
Colling—420, October, 1859	7 January, 1860	Recommended to be declined.
Forwood—28, December, 1858	Do.	Recommended for acceptance.
Lamington—30, December, 1858	Do.	Do.
Boniton—31, December, 1858	Do.	Recommended to be declined.
Bannockburn—34, December, 1858	Do.	Recommended for acceptance.
Cartland—36, December, 1858	Do.	Do.
Linchiden—41, December, 1858	Do.	Do.
Cora—42, December, 1858	Do.	Recommended to be declined.
Biric, No. 2, East—85, June, 1859	11 May, 1860	Recommended for acceptance.
Biric, No. 1, East—89, June, 1859	Do.	Do.
The Grawin—78, July, 1859	20 January, 1860	Do.
Guonoo, Back Run—141, July, 1859	11 May, 1860	Do.
The Hospital—143, July, 1859	Do.	Do.
Upper Bukharah—144, July, 1859	Do.	Do.
Rainotagabah—437, October, 1859	Do.	Do.
Drumdelang—445, October, 1859	Do.	Do.
Bundabulla, East Block, No. 4—69, Nov., 1859	Do.	Do.
Bundabulla, West, Block No. 3—102, November, 1859	1 December, 1859	Do.
Bundabulla, West, Block No. 1—103, November, 1859	Do.	Do.
Bundabulla, East, Block No. 1—104, November, 1859	Do.	Do.

NAME OF RUN.	REFERRED FOR REPORT.	NATURE OF REPORT.
Bundabulla, East, Block No. 2—105, November, 1859	1 December, 1859	Recommended for acceptance.
Bundabulla, East, Block No. 3—109, November, 1859	Do.	Do.
Bundabulla, West, Block No. 4—111, November, 1859	Do.	Do.
Bundabulla, West, Block No. 2—112, November, 1859	Do.	Do.
Ticco—72, January, 1860	9 February, 1860	Do.
Towry—73, January, 1860	Do.	Do.
Woromor—34, July, 1858	7 January, 1860	Do.
Bullanbumbo—33, August, 1858	Do.	Recommended to be declined.
Binkinear—34, August, 1858	Do.	Do.
Ninnecate—46, July, 1857	1 December, 1859	Recommended for acceptance.
Glenmadabog—44, May, 1858	Do.	Reported partly identical with Mureabun.
Glenmadabog, West—48, May, 1858	Do.	Recommended to be declined.
Romungabah, South—45, May, 1858	Do.	Recommended for acceptance.
Bomangabah—49, May, 1858	Do.	Reported partly identical with Kigurzie.
Narrunwater—65, August, 1858	Do.	Recommended for acceptance.
Yuvangal, East—92, September, 1858	Do.	Recommended to be declined.
Bottle Tree—66, September, 1858	7 January, 1860	Reported to be in Queensland.
Galar—3, December, 1859	15 March, 1860	Do.
Goonaro—4, December, 1859	Do.	Do.
Kiar—6, December, 1859	Do.	Do.
Mullian—7, December, 1859	Do.	Do.
Birroon Birroon—12, December, 1859	Do.	Do.
Moulla Ridge—20, October, 1855	1 December, 1860	Recommended to be declined.
Uranbah—12, June, 1856	Do.	Do.
Cookaminnia—26, July, 1856	Do.	Do.
Warrawenee—97, September, 1856	Do.	Do.
Tatala—36, July, 1858	7 January, 1860	Do.
Bullanbumbo—33, August, 1858	Do.	Do.
Binkinear—34, August, 1858	Do.	Do.
Bullanbumbo—37, August, 1858	Do.	Do.
Bullamuto—57, August, 1858	5 July, 1861	Do.
Doonambirra—82, September, 1858	9 December, 1859	Do.
South Urilbe Urilbe—91, September, 1858	Do.	Do.
Minnoon—27, January, 1859	7 January, 1860	Reported to be in Queensland.
Yamby West—79, July, 1859	11 May, 1860	Recommended for acceptance.
Nco—87, July, 1859	Do.	Do.
Karinguli, East—91, July, 1859	7 January, 1860	Recommended to be declined.
Karinguli, West—92, July, 1859	Do.	Do.
Yamby Run, Block 1—184, August, 1859	11 May, 1860	Recommended for acceptance.
Kiguigal South—251, September, 1859	Do.	Recommended to be declined.
Yamby or Gurdin—421, October, 1859	7 September, 1860	Do.
Kignigil, North—439, October, 1859	11 May, 1860	Recommended for acceptance in part.
Wellington Extremity Back—481, October, 1859	1 December, 1859	Recommended for acceptance.
Back Taganda and Georgy—75, January, 1860	9 February, 1860	Do.
Back Taha and Bonny—81, January, 1861	Do.	Do.
Thully Spring—14, July, 1860	24 July, 1860	Do.
North Darling Back Run, No. 3—7, April, 1861	27 April, 1861	Do.
North Darling Back Run, No. 6—8, April, 1861	Do.	Do.
North Darling Back Run, No. 4—24, April, 1861	Do.	Do.
North Darling Back Run, No. 2—30, April, 1861	Do.	Do.
North Darling Back Run, No. 1—35, April, 1861	Do.	Do.
North Darling Back Run, No. 5—43, April, 1861	Do.	Do.
Kuckabald—87, December, 1858	11 May, 1860	Recommended to be declined.

No. 2.—APPENDIX.

The Commissioner of Crown Lands, Warrego District, to the Chief Commissioner of Crown Lands, with reference to Memo. on unreported Tenders.

(61-143 a.)

Crown Lands Office,
Warrego, 22 October, 1861.

Sir,

Memo. 61-412.

With reference to your letter of 24th April, 1861, complaining of the number of tenders remaining for report in my district, I do myself the honor to forward you a precis of the work performed by me since my appointment.

2. I have visited the Bairungha or Warrego three times; on one occasion I ran it up one side and down the other to the supposed boundary line separating this Colony from Queensland. I have frequently been over the Barwan frontage, from the Bogeira junction to my southern boundary. I have ridden up one side, and down the other of the Culgon (twice, and in some parts three times); the

the Brie, (twice); Narran, (twice); and Bogaira. I have run the Burban down, and visited the Springs between the Culgon and Warrego, having been camped from the 1st October, 1860, to 10th January, 1861, on those creeks, and continually employed during that time in inspecting the country; and then met on the ground such tenderers as chose to be present.

3. I have had for report about 1,200 tenders, of which I have reported on 352, besides sending back 167 as situated in Queensland or other districts.

4. I may remark that the tenders have been accumulating since 1855; in fact some few are in the years from 1850 to 1854, and clash and overlap in all directions; every possible attempt has been made, by many of the parties tendering, to mislead me with regard to the position of their tenders, and I believe no Commissioner has had greater difficulties to contend with than myself.

I have, &c.,

A. G. D. HUTHWAITE,
C. C. Lands.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MR. F. W. BIRMINGHAM.

REPORT FROM THE SELECT COMMITTEE

ON

MR. F. W. BIRMINGHAM;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
20 December, 1861.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 17. TUESDAY, 1 OCTOBER, 1861.

19. Mr. F. W. Birmingham:—Mr. Lackey moved, pursuant to notice,—
- (1.) That a Select Committee, with power to send for persons and papers, be appointed to consider and report upon the claims of Mr. F. W. Birmingham, Surveyor, for compensation for breach of contract by the Government.
- (2.) That such Committee consist of the following Members:—Messrs. Rusden, Cunneen, Shepherd, Hay, Forster, Hoskins, Walker, Bell, and the Mover.
- Question put and passed.
-

VOTES, No. 65. FRIDAY, 20 DECEMBER, 1861.

4. Mr. F. W. Birmingham:—Mr. Lackey, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee appointed on the 1st October last, to consider and report upon the Claims of Mr. F. W. Birmingham.
- Ordered to be printed.
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1861.

 MR. F. W. BIRMINGHAM.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 1st of October, 1861, "to consider and report upon the claims of Mr. F. W. Birmingham, Surveyor, for compensation for breach of Contract by the Government, with power to send for persons and papers,"—have agreed to the following Report:—

From the evidence taken by the Committee, it appears that in February, 1860, Mr. Birmingham, who had been a Licensed Surveyor but had resigned, applied to A. G. McLean, Esquire, then Acting Surveyor General, for employment, and was informed that there was then no vacancy, but he could have a contract to survey and subdivide into farms the north area of the Richmond River, from a place called Yabsley's Junction to Lismore, with a depth of from two to three miles on either bank, at the rate of two pounds per mile for feature surveying, and the usual scale of charges for farm portions. Mr. Birmingham hesitated to take two pounds per mile, from the difficulty of surveying the brush and scrub land, which formed a great part of his contract; but after consideration accepted these terms, calculating on the facility with which he could survey the plainest portion of his contract to compensate for the delay in the other. Mr. Birmingham was to send in his designs to the Acting Surveyor General for approval, before proceeding to mark them out on the ground; and to enable Mr. Birmingham to procure the necessary equipment and outfit for such an undertaking, an advance of a hundred and fifty pounds was made to him by the Secretary for Lands, which was to have been repaid from the receipts for work performed in accordance with the contract.

Mr. Birmingham, after engaging the necessary staff of men and procuring outfit, proceeded to the Richmond, and commenced survey on the 17th March, 1860; he sent in designs of farms as shewn on tracing No. 1, which were approved of by the Acting Surveyor General, and proceeded satisfactorily with the survey until he wrote letter No. 8, proposing a town for the consideration of the Acting Surveyor General. This letter, containing tracings of town designs and several farm designs, was never answered, although Mr. Birmingham states in evidence that he considered it within his province to make such recommendations, according to instructions received by circular from the Survey Department, and from this time it appears from the evidence of Mr. Birmingham, that he received no decisive instructions to enable him to proceed with his survey.

Mr.

Mr. Birmingham appears then to have written to the Acting Surveyor General, complaining that his letters containing farm designs were not answered, and that if he did not receive a reply containing the necessary approval, he would be compelled to break up his party and leave the River; and no information arriving respecting the survey, or communication explaining delay, Mr. Birmingham broke up his party and left the River.

Your Committee find that Mr. McLean states in evidence, that no delay longer than three weeks or a month could have occurred in receipt of his reply to letters Nos. 21 and 22 of December; this reply, however, Mr. Birmingham never received, having left the River previously to its arrival, and that letter laid before the Committee cannot be said to contain any instructions relative to the seventy-two farms design, being rather a reply to Mr. Birmingham's letter (No. 23) complaining of want of instructions.

Your Committee are of opinion that much of the correspondence of Mr. Birmingham was indiscreet in its character, and cannot but express their disapproval of the style adopted by him in his communications; notwithstanding which it appears to the Committee, that the delay in answering Mr. Birmingham's letters, containing designs which could not be executed until approved of, and in the isolated position in which he was, with a party of men to ration and pay, in some measure palliate the course taken by him.

Your Committee find that Mr. Birmingham failed to obtain redress on his return to Sydney, from the Minister of Lands to whom he referred; Mr. Robertson having concurred in a report from the Acting Surveyor General, the tenor of which was that Mr. Birmingham's correspondence was of such an intemperate character, that unless he made the fullest apology for them, he would be precluded from any employment in the Survey Department, further than would compensate for the £150 due by him; and the evidence of Mr. Birmingham shews that he has been idle the greater part of the time, since awaiting an adjustment of the difference between himself and this department.

Your Committee, after fully considering the merits of this case, recommend Mr. Birmingham to the favorable consideration of the House, and are of opinion that justice would be best met by the Government re-establishing him in his contract, and that the question of compensation for the time he has lost in seeking redress might be met by foregoing what is due by Mr. Birmingham to the Government, the evidence of the Acting Surveyor General going to shew that Mr. Birmingham is a qualified, painstaking, and conscientious surveyor. By this means justice would be done to Mr. Birmingham; the amount now owing by him to the Government would be repaid; and the survey of the North arm of the Richmond, which was required in the first instance, would be completed.

JNO. LACKEY,
Chairman.

*Legislative Assembly Chamber,
Sydney, 17 December, 1861.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 9 OCTOBER, 1861.

MEMBERS PRESENT :—

Mr. Cunneen,	|	Mr. Lackey,
Mr. Hoskins,	|	Mr. Shepherd.

On motion of Mr. Shepherd, J. Lackey, Esq., called to the Chair.
 Order of the House, appointing the Committee, upon the Table.
 The Chairman stated, generally, the alleged grievance of Mr. Birmingham.
 Committee deliberated.
 Mr. F. W. Birmingham to be summoned to give evidence at the next sitting.
 [Adjourned till Friday, 11th instant, at *Eleven* o'clock.]

FRIDAY, 11 OCTOBER, 1861.

MEMBERS PRESENT :—

J. Lackey, Esq., in the Chair.

Mr. Bell,	|	Mr. Hay,
Mr. Forster,	|	Mr. Hoskins,
Mr. Shepherd.		

Mr. F. W. Birmingham called in and examined.
 Several documents handed in, and ordered to be appended to the Evidence. (*Vide List of Appendix.*)
 Ordered, That the Acting Surveyor General be called as a witness at the next meeting, and that he be required to produce all Papers relating to the contract of Mr. Birmingham.
 [Adjourned till Wednesday, 16th instant, at *Eleven* o'clock.]

WEDNESDAY, 16 OCTOBER 1861.

MEMBERS PRESENT :—

J. Lackey, Esq., in the Chair.

Mr. Bell,	|	Mr. Hoskins,
Mr. Forster,	|	Mr. Shepherd.

Letter from Mr. Birmingham, referring to a portion of the evidence given by him upon the 11th instant,—received and read.
 On motion of Mr. Shepherd, same ordered to form a further appendix to his evidence.
 Mr. Alexander Grant McLean, Acting Surveyor General, called in and examined.
 Witness produced the papers relating to the contract and claim of Mr. Birmingham ; copies of certain whereof ordered to be appended to the evidence. (*Vide List of Appendix.*)
 [Adjourned till Thursday, 24th instant, at *Eleven* o'clock.]

THURSDAY, 24 OCTOBER, 1861.

MEMBERS PRESENT :—

J. Lackey, Esq., in the Chair.

Mr. Cunneen,	|	Mr. Shepherd,
Mr. Forster,	|	Mr. Walker.

Mr. A. G. McLean, and Mr. F. W. Birmingham, called in.
 The evidence given by Mr. McLean, on the 16th instant, read by direction of the Chairman.
 Mr. Alexander Grant McLean, Acting Surveyor General, further examined.
 Certain questions to witness put by Mr. Birmingham, through the Chairman.
 Further examination concluded.
 Mr. F. W. Birmingham further examined.
 Committee deliberated.

[Adjourned.]

THURSDAY,

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1861.

Legislative Assembly.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE CASE OF

MR. F. W. BIRMINGHAM.

FRIDAY, 11 OCTOBER, 1861.

Present:—

MR. BELL,
MR. FORSTER,
MR. HAY,

MR. HOSKINS,
MR. LACKEY,
MR. SHEPHERD.

J. LACKEY, ESQ., IN THE CHAIR.

Mr. Frederick William Birmingham called in and examined:—

1. *By the Chairman:* You took a contract, I understand, from the Surveyor General's Office, to survey the northern arm of the Richmond River? Mr. F. W. Birmingham. Yes.
2. Will you state about the time this was entered into? On the 13th February, 1860, I went to the Surveyor General's Office, and was offered a contract for¹ the survey of the northern arm of the Richmond River. 11 Oct., 1861.
3. Was there any written contract made? The terms were stated and I refused the contract. After studying two maps in the Surveyor General's Office, made by Mr. Darke, I said I would not accept of it. I was asked if I would go upon a salary and I refused to do so².
4. You mean that you hesitated —? I refused it; the Acting Surveyor General, Mr. McLean said, "What is your reason for refusing it; could you not make a considerable profit from the plains?"—putting his fingers over the plains of my contract.
5. You applied, in the first instance, to the Surveyor General's Office? Yes; I may mention in the first place I had resigned my license as surveyor for the district of Parramatta, and Colonel Barney had accepted of the same in his letter of the 18th October, 1858, to me, in which he says he had received my letter, "which I apprehend to be a virtual resignation of your license. I beg to inform you I accept the same, and I have intimated such acceptance to the Honorable the Secretary for Lands and Works." I then went for about a year to Melbourne, California, Vancouver's Island, and other places, and returned to Melbourne, after having spent all my money. I telegraphed from Melbourne on the 30th December, asking for employment from the Minister for Lands and Works, thinking both offices were combined, and not knowing what changes had taken place during my absence. I received a reply on the 3rd January, 1860,—“You must write, stating particulars in full.” I wrote the next day, 4th January, 1860, and posted the letter. On the 14th January I telegraphed stating that I was moving up to Sydney, and that after the 15th my address would be Sydney. Arrived in Sydney 19th January, 1860. A few days afterwards I³ refused the licensed surveyorship of Parramatta.

6.

¹NOTE (on revision):—Take out *for*.

²Revised:—I asked to be allowed to do it upon salary, and the Acting Surveyor General refused, saying there was nothing but a contract to offer me, which I was at liberty to accept of if I thought proper.

³Revised:—A few days afterwards I was refused.

- Mr. F. W. Birmingham. 6. This was offered to you? No; after I came up from Melbourne I went to the Survey Office and there was nothing for me—there was no vacancy.
- 11 Oct., 1861. 7. Was it at this time you were offered the 'surveyorship'? No, I suppose some friends of mine exerted some influence, though I never asked them, and I do not know even to the present day who it was, but at all events, a few days after I received this short note. (*The witness handed in the same. Vide Appendix A.*) On the 13th February, 1860,—the following Monday,—I went to the Surveyor General's Office, when the survey of the north arm of the Richmond River was offered to me by Mr. McLean, the Acting Surveyor General, and he stated the prices that would be paid, as will appear by letter No. 60-299, (*Vide Appendix B.*) He then said, "You can take these maps into the next room and study the matter." I went into the room where I found Mr. Brindley, Mr. Lewis, Mr. Mann, and some others, and we talked over the matter. The work on the Richmond River, among the scrubs, was represented as being very heavy, and I had my doubts whether I could hold my ground for six months. I am ashamed to produce these maps, as they have been used in the field; but the Committee will see the nature of the survey by reference to them. (*The witness produced two maps, and pointed out the portion he was required to survey.*) When I returned to the Acting Surveyor General I refused to accept the contract,³ but did not tell my reason;⁴ and then he asked me, "How is it; could you not make a considerable profit from these plains?" and he put his hands over the map of which this is a copy, to point them out. It was all open work, comparatively speaking, from seven and a half miles up to twenty-one. I said, "Certainly; I could make a profit from these plains, but I am afraid the profit would be more than counterbalanced by the loss of time in⁵ cutting my way through dense scrubs;" and I knew also that there had been a great deal of rain during the winter⁶ "but," I said, "I think by long hours and hard work, I could make a fair profit upon the whole." Then he said, "What is your reason for not accepting it?" I said, "The work is too large, for I was never poorer than I am at the present time." "Is that the only reason?" I said, "Yes, the only reason; the extent to be surveyed does not frighten me; I only wish it was ten times as large, and that I had the means to undertake it." He said, "If that is the only reason I will apply for authority for an advance for you; go into the next room, and⁸ see what money you will require—recollect you cannot do without a boat."⁹ Of course I knew that from Mr. Peppercorne and others. I went into the next room, and had a chat with Mr. Mann, the licensed surveyor of Goulburn, Mr. Lewis, Mr. Brindley, and some others who were passing in and out. The whole matter was freely talked over, the maps lying before us. I went into the Acting Surveyor General's room about twenty minutes afterwards, and Mr. McLean said, "Have you made an estimate of what money you will require?" I replied, "Yes sir." He said, "I suppose nothing short of £150 will do you?" I do not know whether he had heard that sum named, as there was only the door between us when I was in the other room; but that was the sum we had fixed upon,¹⁰ and I had written it upon a piece of coarse paper I held in my hand. I said, "That is exactly the sum," turning the piece of paper in the palm of my hand, upon which the figures were written. He said, "I will apply for the advance, but still I consider you the same as a licensed surveyor." I said, "I am not a licensed surveyor; I gave up my license for Parramatta, and advertised three times in the papers, thanking¹¹ them for their support. "When I left the Colony I never intended to see it again; and I was induced to try California as a surveyor." "Well," said he, "You must be a licensed surveyor,¹² I consider that you only gave up your license for the Parramatta district."
8. Would the fact of your being, or of your not being, a licensed surveyor, affect your claim? ³He said, "You cannot carry on this contract without being connected officially with the department, and you must be a licensed surveyor, or sign as licensed surveyor." I cannot repeat his exact words, but that is the sense of it. I replied, "It does not matter to me, I can head my letters 'Licensed Surveyor.'" I got an advance of £150. Before leaving the office I mentioned to the Acting Surveyor General that I thought for some time.¹⁴ I should not be able to repay any part of the £150 for, as I shewed him, the first part of the work would be very heavy, and I said as the winter was coming on, I thought for the first six months I should not be able to do more than hold my ground. He said, "Well write in and state how you intend to pay it; the Government do not give with one hand and take away with the other." I went to the river and broke ground as I term it.
9. That is, you commenced your survey? Yes, on the 17th March.¹⁵
10. Of course before going you were provided with the necessary equipment? Yes.
11. How many were there in your party? Eight of us altogether; it was a strong party.
- 12.

¹Revised:—The survey. ²NOTE (on revision):—Mounted tracings from the originals.

³NOTE (on revision):—Take out "but did not tell my reason."

⁴Revised:—And then he replied, "Why, you don't mean to say that you could not make a considerable profit from these plains?" (*Putting his fingers over the map.*)

⁵Revised:—In working the scrubs, and from delays during the rainy seasons.

⁶NOTE (on revision):—Take out, "And I knew also that there had been a great deal of rain during the winter."

⁷Revised:—"That can prevent your undertaking it?" I said, "Yes sir, &c."

⁸Revised:—And make an estimate of what money, &c.

⁹Revised:—Boat—of course the Acting Surveyor General knew from Mr. Peppercorne and others that a boat was requisite.

¹⁰Revised:—But that was the sum I had calculated I should want.

¹¹Revised:—The public for their past support.

¹²NOTE (on revision):—Take out "you must be a licensed surveyor," and insert "I consider you as still a licensed surveyor."

¹³NOTE (on revision):—I think I said "I do not know;" and Mr. McLean said, "I consider you as a licensed surveyor, and you must head your letters so."

¹⁴Revised:—"For the first six months" I could not repay any part, &c.

¹⁵NOTE (on revision):—17th of March I took my men out for bush work.

12. Had you to provide the usual equipment? Everything.
13. Surveyor's instruments, those you had I suppose? No, I had not; I bought surveying instruments, tents, food, camp-kettles,—everything.
14. Had you to defray the expenses of your men up to the Richmond, where you commenced the survey? Yes;¹ matters went on very well between the Acting Surveyor General and myself for some months,² and I thought he had behaved very kindly towards me.
15. I understand that you had to send in designs which had to be approved by the Acting Surveyor General previously to your executing them? Yes, and as he then said "it was a form pertaining to the department, I therefore had better send in designs for approval, and he had very little doubt that whatever I recommended would be adopted." There were several other matters spoken of, and I may here say that my instructions consisted of three sorts, verbal, written, and printed. I have here a map which will enable the Committee to understand the correspondence which passed between the Acting Surveyor General and myself, and the Honorable the Minister for Lands and myself. (*The witness handed in the same.*) Matters went on pretty well for six months, when I wrote a letter relative to the plain at my camp, No. 2, marked B I on the maps, and I proposed, as I thought I had a right to do, a town and canal upon one of my tracings. I considered, seeing that other places that were not suited for towns, had been proposed, I would not be doing my duty to the Survey Department if I did not mention that I believed those places were not suited for towns, and that the place where my camp was situated was the best on the Richmond River for the chief town of the County of Rouse; I thought I was fully justified in doing this when Mr. McLean had said "We have every confidence in your work, and no doubt what you recommend will be adopted." I received written instructions from Z to Z, the east side of the north arm, to the measured lands at Gundurimba; these instructions were, that I was to cut up the lands into farms.
16. *By Mr. Hay*: Can you hand in those written instructions? The Surveyor General has all my letters.
17. Have you a copy of the written instructions? I have the written instructions, but the circulars are all in the books of the Surveyor General's Office, and my answers are all there, but I have not my answers here.
18. It is the written instructions I am asking about? (*The witness handed in the same, vide Appendix B.*)
19. *By the Chairman*: Then you proceeded in accordance with those instructions? Yes, with a slight deviation from those written instructions on a portion of one of my tracings, that is, the extent of land represented on the map handed in as B I. That represents the size of the tracing; but, of course, I have kept no copy of these tracings; they are in the Surveyor General's Office. Upon that tracing I shewed a small part as a town design, and my reason for deviating from these written instructions was, that I considered I had also to pay attention to the printed circulars of the department, as well as to the verbal assurance that whatever I recommended would, in all probability, be adopted, so that I felt it to be my duty to communicate my ideas to the Acting Surveyor General. My reason for making this proposal was supported by the circular from the Surveyor General's Office, dated 25th January, 1859. (*The Witness handed in the same. Vide Appendix C.*) I thought this particular land was worth more than £1 an acre, and I considered it the best site in the County of Rouse for the chief town. I was also acting as a licensed surveyor, although I was not actually gazetted, for, as I have explained before, Colonel Barney had accepted my resignation before I left the Colony. I considered that that circular, amongst several others placed in my hand, should warp my mind from written instructions that were written by a person not knowing the ground to which they referred; for I have learned, from parties upon the river, that the district surveyor has never surveyed that country, and Mr. Darke, who is the only party who has reported upon the town.⁴ I thought, therefore, there would be no harm to shew that a site⁵ where people would be flooded out, as they would be at Yabsley's Junction.
20. Is that the site where the town was proposed to be? Yes; it was not a proper site for a town,⁶ and to point out a better one. I therefore sent my letter No. 8; this has never been answered, and has caused all the disturbance. The Acting Surveyor General has, however, made use of that letter; for, in a portion of that letter you will find that I proposed two native names, as the names of parishes Corakii and Tucki Tucki, and since I returned from the river the fifteen farms shewn on that map at the Junction have been advertised as being in the parish of Corakii. So that it is evident the Acting Surveyor General made use of that letter, although he never thought it worth while to give me an answer to it. That letter, which was the stumbling block in the contract, I beg to hand in. (*The witness handed in the same. Vide Appendix D.*) To shew that I acted in conformity with the printed instructions from the Surveyor General's Office, I beg to refer the Committee to the first paragraph of the circular, dated May, 1859, which I now beg to hand in. (*The witness handed in the same. Vide Appendix E.*)
21. It was in accordance, as you conceived, with this instruction, that you went into such voluminous detail in describing these parishes? Yes; I consider these circulars as standing orders. It will appear by the correspondence that Mr. McLean has said I did not send in the necessary designs. Now the three tracings I sent in shewed farms upon each
- of

¹NOTE (on revision):—I had to pay for everything excepting wood and water.

²NOTE (on revision):—And he behaved kindly to me. ³Revised:—Examined.

⁴Revised:—In so far as I can learn.

⁵NOTE (on revision):—Take out "that a site," and write "to shew a better site for a town than that one at Yabsley's Junction, which is full of salt swamps or lagoons, and subject to floods."

⁶NOTE (on revision):—Therefore I pointed out a better one.

Mr. F. W.
Birmingham.

11 Oct., 1861.

Mr. F. W.
Birmingham.

11 Oct., 1861.

of them; but there was a little piece of this second tracing which shewed where I proposed to have a town. That slight deviation was, as I believed, justified by the circular I have put in. Wherever I thought the land was worth more than £1 an acre I considered myself bound to mention the matter. ¹Of course if the Acting Surveyor General had given me instructions to the contrary I would have attended to them, but I received no answer to my letter, and heard nothing about it until nearly three months after.² In the month of October I wrote to Mr. Mansfield asking him to be good enough to see whoever was chief draftsman, and ask him what was being done in reference to my tracing³ in letter No. 8, in which I proposed a town and canal. He took my letter, which I have not a copy of, to Mr. Adams, who was acting chief draftsman, and Mr. Adams took it to Mr. McLean, Acting Surveyor General. Mr. Mansfield, who is now in the Crown Lands Office, in his letter to me, dated 23rd October, 1860, says, "I took your letter to the chief draftsman, Mr. Adams, and he took it to the Surveyor General for information relative to it; and it appears that tracing No. 2, containing the proposed design for a town and canal, is abandoned, but it was hinted that you could—or it was proposed—have a kernel by extra pay for your thick brush."⁴

22. *By Mr. Hay:* What does that mean? In my letter to Mr. Mansfield I compared my contract to a handful of nuts, and that I had broken some of the shells, which were the dense jungles, and that I now wanted the plains which were the kernels of my contract. I wrote to say that I did not want a kernel, but I wanted only what my contract justified me in looking for. Mr. Mansfield, I believe, did not deliver that message; the Acting Surveyor General took upon himself to offer me a kernel⁵ In the list of prices the licensed surveyors' scale of fees, £2 per mile linear measurement, was allowed, deducting from farm surveys any portion of the feature survey that formed the boundary of the farms, [and I pointed out to Mr. McLean that it took me two days sometimes to cut a mile;] and he said before I got my instructions, that that was to⁶ counterbalance my profits from the plains—the plains I never got an inch of. Some of my men went off to Kiandra Diggings, and I had no instructions about this letter No. 8.

23. *By the Chairman:* Are the Committee to understand that you were idle for want of proper instructions? No, up to this time I was not idle; but seeing that the instructions did not come out to me I was afraid of engaging a full party, and merely kept sufficient to enable me to go at a sort of quarter speed with the feature survey of No. 3 tracing, while tracing No. 2 was under consideration. This letter led me to believe that they were not going to give me the plains, for William Wilson, junior, son of William Wilson, squatter and Magistrate, of Lismore, said they might as well give up their station as lose the plain I was camped on. Some six weeks after that he called at my camp, and said he knew for a fact the Government would not sell the plain I was camped on. Mr. Peppercorne, the assistant surveyor, also came to my camp, and said I would have a good deal of trouble with the contract, and why did I not apply to the Department of Works, which was giving even young men £600 or £700 a-year? All this occurring about the same period of time I concluded it was not intended to give me the plains. This letter is dated the 21st November, 1860, and offers me fifty per cent. increase upon the price previously paid¹⁰ for scrub work; so that they would give me, as I remarked, with one hand, and take away with the other.¹¹

24. This you conceived to be an alteration of the original agreement between you and the Survey Department? Yes. (*The witness handed in the letter. Vide Appendix F.*)

25. *By Mr. Hay:* Between the 7th August and the 23rd of October, had you written no letter to the Acting Surveyor General? Not on this subject.

26. Not on the subject of the designs of your lands at all? Really I cannot say.

27. Cannot you say whether you had written any letters at all in that interval? The 2nd October appears, as far as I can see, to be the date of the next letter. I received letters from the Acting Surveyor General, but cannot, at the present moment, recollect their dates. I recollect I wrote on the 2nd October.

28. *By the Chairman:* Have you copies of all the letters you wrote? I kept rough copies of them, with the exception of No. 5, which I made a memorandum of, but I have not produced them here.

29. What was the subject of your letter No. 5? I made a proposition that after the 3rd¹² of August I would begin to pay back the £150, in accordance with the original understanding, which was that I should pay twenty-five per cent. upon all farm surveys—not feature surveys. In proof that this was the understanding, I may state that a feature bill has since been paid, and nothing was then said about the deduction. In order then to pay back this £150, it would have been necessary that I should have had £600 worth of farm survey, and I have not had a farthing of that yet.

30. *By Mr. Hay:* Then you say you wrote only one letter in the interval between the 7th August and the 23rd October? Yes. I have not all my letters here, but the next letter I have is that just handed in. (*Appendix F.*)

31.

¹Revised:—Of course, if the Acting Surveyor General said he did not want a town, I would have attended to his wishes.

²NOTE (on revision):—"Three months after"—add "in this way."

³NOTE (on revision):—Insert "forwarded with letter No. 6."

⁴NOTE (on revision):—Should not Mr. Mansfield's letter be appended?

⁵NOTE (on revision):—Insert "did not want Mr. McLean's kernel."

⁶Revised:—Which I did not ask for.

⁷NOTE (on revision):—The words between brackets should be placed after the words "inch of."

⁸Revised:—That the dense scrubs would.

⁹Revised:—The Acting Surveyor General did not intend giving me the plains, &c.

¹⁰NOTE (on revision):—Insert "accepted of by me," in place of the word paid.

¹¹Revised:—Or in other words give 50 per cent. on the feature survey bills, and take 50 per cent. off the farm surveys.

¹²NOTE (on revision):—I said after the last day of August, &c.

31. That appears to be in accordance with a general scheme for the payment of all surveyors? Yes, it may have been. Mr. F. W. Birmingham.
32. It appears so? I suppose it is a circular;¹ I never asked them that.
33. Do you not gather from the way it is worded that it is a general allowance made to all surveyors, and not applicable to your case in particular? I did not at the time. 11 Oct., 1861.
34. Hear me read it: "Taking into consideration the large amount of labour involved, and the necessarily slow rate of progress in surveys in the tropical forests, usually termed brushes, on the banks of the northern rivers of this Colony, the Secretary for Lands has been pleased, on my recommendation, to approve of an increase on the licensed surveyors' scale of fifty per cent. being made on payments for surveys within such forests." Is not that general? I considered it as a different matter altogether from what I agreed to.
35. Does it not appear to be a general alteration in the scale of the licensed surveyors' remuneration altogether, and not in reference to your case in particular? Yes.
36. It is a change in the scale according to which you, as a licensed surveyor, were paid? I was an honorary licensed surveyor. I was not paid according to the licensed surveyors' scale; there was a deduction to counterbalance the profits of the plains. After the farm surveys were made the £2 per mile for the feature survey was to be deducted.
37. That would apply to all surveys; the surveyor is not paid both for the feature and for the farm survey? I mapped it twice.
38. This is in accordance with the general remuneration; it appears to me that this is simply an announcement to you that you will receive the same as other surveyors? It was announced before that that I would get a kernel of fifty per cent.
39. That does not appear in your official correspondence; that is referred to merely in a private letter? I could bring forward witnesses to prove it.²
40. You have no letter to that effect from Mr. McLean? No, I have no answer to the present moment from Mr. McLean.
41. In no communication you have had with Mr. McLean has anything been said of a kernel? In no official communication; that letter, letter No. 8 of mine, has never been answered.
42. *By the Chairman:* Were there many surveys progressing on the northern rivers at the time you were surveying the Richmond? Mr. Peppercorne, a salaried surveyor, was on the Casino arm of the river. I looked upon myself as a contractor, and simply as a contractor, and the moment my contract was finished I would have returned from the river. When I went to the office they had nothing to offer me but a contract. If they had appointed me as licensed surveyor to the district then I would have had to come under the district surveyor, but I went up for no other purpose than to perform this contract.
43. Did you object to receive this fifty per cent. advance for your services? I did, and sent in my bill at £2 a mile.
44. You never drew this fifty per cent.? No; I would not take it because I believed it was not according to my contract. This is the reply thereto, which I beg to hand in. (*The witness handed in the same. Vide Appendix G.*) I received no answer to that, or to my letter No. 8, in any shape or form; and so I broke up my party, after waiting some six weeks upon the ground, and returned to Sydney. On my arrival in Sydney I opened a correspondence with the Minister for Lands, which I wish to produce. (*The witness produced a number of letters and other documents.*)
45. *By the Chairman:* This is the correspondence which took place subsequently to your coming from Richmond River? Yes; I did think when I found they would not answer my letter, of taking legal proceedings in the matter; but upon studying the matter over, I came to the conclusion that it was best to see the Minister for Lands about it, as there was no Surveyor General. Accordingly I saw him, and he wanted to have the matter in writing, and this correspondence is the result. There is one letter which I have not yet produced, which was written by me to the Acting Surveyor General. I am sorry that it was ever written, but I was vexed at not receiving any instructions or correspondence; I thought I had been deceived and left in a wilderness, and all my means were exhausted. (*The witness handed in a letter. Vide Appendix H.*)
46. *By Mr. Hay:* Had you not any letters from the Acting Surveyor General from the time you went up there? I had, during the first fifteen³ months I was there, and the Acting Surveyor General said he saw nothing to alter in any part of my surveys.
47. Had you any further letters after that? Yes; I had letters with reference to the work that appears in green (the whole of the Gundurimba Reserve) on my map; that was taken from Mr. Peppercorne, as you will find in some of my correspondence with the Minister for Lands. Mr. McLean, (at the time I took the contract), did not know what Mr. Peppercorne had done in the town of Gundurimba, and as soon as he got his work he sent it to me; that was after the contract was made with me.
48. Were you ever stopped in your work? Yes; that letter, No. 8, was never answered.
49. Were you ever stopped in your work? I was; for if you will allow me to explain on the map, A was approved of, and I had marked out the fifteen farms; I would have gone further back, but it was too wet. I had sent in my feature survey, B 1, and was waiting for an answer; in the meanwhile going on at a very slow rate with C, as I did not want to break up my camp until I got my instructions about B 1. Well, when C was done, I sent

¹NOTE (on revision):—I never asked for the fifty per cent.

²Revised:—It was a message from the Acting Surveyor General, who said TELL Mr. Birmingham he can have a kernel, but his town and canal scheme is abandoned; the kernel of "50 per cent." came officially a month or so afterwards, and for want of official information the town and canal was rubbed off the paper.

³Revised:—The first six.

Mr. F. W. Birmingham. sent it in, said I was stopped, and asked about Gundurimba Reserve. I also pointed out that Mr. Peppercorne was wrong, as he seemingly had run his line of road through permanent water, and asked, "Am I to make a fresh design of it?" There was no answer to that, so 11 Oct., 1861. I was stopped for so far up as the eighteen and a-half mile line of the river, and could do no more work.

50. *By the Chairman:* Because you had no information whether your designs were approved? Yes; from No. 8 not being answered. When I found the town and canal was abandoned I sent in another tracing, numbered three, of nearly the whole of the ground which formed the previous tracing, No. 2, represented by the brown colour on both sides of the river, of seventy-two farms, and said that if I did not get an answer within a certain time I should consider the contract broken.

51. *By Mr. Hay:* Have you that letter? It has been read; it is dated December 10th. (*Appendix G.*)

52. Have you the letter transmitting the designs B and C? Yes. (*The witness handed in the same. Vide Appendix I.*)

53. That letter was written two days before the letter you previously read? Yes.

54. Then two days after this letter was written, you wrote that which you conclude with "sticking up for your rights;" when you wrote this letter you could not have expected an answer to that you had written only two days before? At a future time.

55. Two days after you wrote —? Telling the Acting Surveyor General that if he did not give me instructions by a certain date, I would have to break up my party. In my last letter I wanted some instructions about the Gundurimba Reserve.

56. That was no part of your original contract? Yes, it was for two miles on both sides of the river, with liberty to go back three if I thought proper.¹

57. Does that appear in your written instructions? No—

58. In your written instructions you are directed to proceed to survey "the river and "features near it from the northern end of the first survey to the surveyed lands at Gundurimba, measured by Mr. Peppercorne?" Yes; those are the written instructions I took out with me up to the seventeen miles.

59. Do you mean to say that you were ever instructed to re-measure the lands that were² measured by Mr. Peppercorne? Yes; the land was taken from Mr. Peppercorne and given to me. I will produce the letters. (*The witness handed in the same. Vide Appendices J. and K.*) This is the decisive one, including the whole of the Gundurimba reserve, and this is the tracing. (*The witness handed in Appendix L, and produced a tracing.*)

60. That is Mr. Peppercorne's design? Yes; there is water through it, and I should have had to alter the design in different parts; I therefore asked the Acting Surveyor General whether I should make a fresh design, because I considered it part of my work to do so, and I should have been able to make the farms of a more perfect shape.

61. Would it not be rather expensive to go over the work twice? I only asked permission; if he had said No, I should have been satisfied.³ My only wish was that he would correspond with me. I was willing at all times to act in accordance with my instructions. At the time I entered into the contract, he said, "I do not know what Mr. Peppercorne has done, but I will write to him to tell him you have taken the contract." He did so, and he then sent the letter to me I have handed in. As I received no answers to my communications my work was stopped, for I had nothing above the eighteen and a half miles that I could go on with.

62. Where is Mr. Peppercorne now? I do not know, but I believe at Casino.

63. You seem to have been unfortunate in coming after bad surveyors; both Mr. Darke's and Mr. Peppercorne's surveys appear to have been erroneous? Yes, they were both wrong.

64. Can you tell me where the northern boundary of the reserve is, that is referred to in the written instructions? (*The witness pointed out the boundary on the map.*)

65. I see by these written instructions you have first to send in designs of all the lands up to the northern boundary of the reserve? Yes; I sent in A, and the farms were approved of.

66. No, I do not think the points correspond—I do not think the farms at A go up to the northern boundary of the reserve—I think the northern boundary lies near the top of B 2? Yes, and on my tracing I said that part was too wet for farms.

67. Your designs did not include all that land? Not the first design, but the second did, and the three tracings are in the Surveyor General's Office.

68. At the time you wrote the letter of December 10th, had you sent in a feature survey of the whole of the land up to the Gundurimba reserve? Yes, that was a second time of sending it in in a different form; B 1 was sent in first; the scheme of the town and canal being in B 2, that was altogether abandoned. The scheme of the town and canal was sent in as part of the tracing of B 2. I sent B 2 and C in together,⁴ and at the same time stated to the Acting Surveyor General that if I did not receive definite instructions by a certain time I should consider the contract broken.

69. Would it not have been better if you had conformed to your instructions and sent in a feature survey up to the northern boundary of the reserve to be sanctioned, and after that to have sent in your design for the whole up to Gundurimba? I did so.

70.

¹Revised:—All along both sides of the north arm of the Richmond River.

²Revised:—That were sent to Mr. Peppercorne.

³NOTE (on revision):—The design of Mr. Peppercorne being faulty on the western half of the reserve, and the Acting Surveyor General's instructions disagreeing, causing an overlap and a contradiction in relation to the eastern half of the reserve, I thought the easier way for me was to ask "Was I to make a fresh design?"

⁴Revised:—And afterwards as tracing No. 3.

70. Not in the way indicated in the instructions? This dotted line of mine may not have been high enough, but I sent it up there (*pointing to the map.*) In fact, the Acting Surveyor General said I could send the work in in any size I chose. Mr. F. W.
Birmingham.
71. With regard to the circular you have handed in, did you receive it from the Acting Surveyor General? Not from the Acting Surveyor General, but from Mr. Armytage, one of the chief clerks of the Survey Office. He said, "You had better take out the circulars, Mr. Birmingham," and he handed me the letter of instruction, and these were given me for my guidance. 11 Oct., 1861.
72. And you studied them accordingly? I did.
73. Were you instructed to measure any pre-emptive right? No, I was not.
74. What did that circular you handed in at first refer to? I consider it referred in a measure to my work, because it refers to circulars I had at other times in my possession as to valuing land.
75. You say your work was not to measure pre-emptive rights. This circular says, "With reference to the instructions which have from time to time been addressed to you for the measurement of portions of land applied for in virtue of the pre-emptive right possessed by the applicants—"? Yes.
76. "And to the reference made in my instructions to the necessity for your taking steps for assessing the value of the land in every case in which it appears to you worth more than £1 an acre." That is the course in cases of application for pre-emptive rights. Do you mean to say that this applies to anything except the measurement of lands for pre-emptive rights? I do not mean to say that it does; but I say it has in some measure reference to this, that persons going out should study the interests of the revenue. I may have been wrong, but it had that influence upon my mind.
77. Had you ever been employed in the Survey Department in this Colony before? Yes.
78. In what capacity? As licensed surveyor for Parramatta.
79. For how long? From 1855 to 1859.
80. Have you measured pre-emptive rights? No.
81. I suppose you have studied all the business usually allotted to a surveyor? I have received circulars from time to time, but I cannot lay my hand upon them. Before I left I know there were circulars that we were to value the land.
82. You considered that, although you were not instructed to measure pre-emptive rights, these were of such authority in your case that they would allow you to modify, in some measure, your written instructions? Not to modify them, but to propose a modification on my part. I did not want to modify them. If the Surveyor General had said "We do not want so and so" I would have been perfectly satisfied; but I had no intimation until three months after that the town and canal was abandoned.
83. It is quite clear that this circular has nothing to do with the matter at all? There are circulars in existence in which the surveyors are directed to value the land, and if they find it worth more than £1 an acre —
84. This is not one of them? It is not one, but I thought it a shade in my favour, and therefore I produced it.
85. Who is the district surveyor in that portion of the country? Mr. Henderson; and Mr. McLean, the Acting Surveyor General, said he would write to him, stating that mine was a contract, and that he had nothing to do with me.
86. You were not under the district surveyor? No, I was not. I believe I may say he never was in that part of the district, and for that reason I thought there was every confidence in my work.
87. Mr. Peppercorne had no oversight over your work? None whatever.
88. *By the Chairman:* After you came back you had some correspondence with the Minister for Lands? Yes.
89. You complain principally that your designs were not approved of after you had sent in B and C, which prevented you going on farther with your work? Not that my designs were not approved of; I was willing to obey any orders. What I complain of is the want of instructions. In contradiction to Mr. McLean, who says in his correspondence with the Minister for Lands, "Mr. Birmingham has had no specific contract." If, as I remarked in my correspondence, it is the adjective ending in *k*,¹ that which shews a thing to be of the species of which it is. I reason upon the matter, and shew that I think I have the contract. I have written instructions for seventeen miles of the river up the east side. I have now shewn to the Committee that Mr. McLean has also sent me the Gundurimba Reserve—that I think is pretty clear.
90. *By Mr. Hay:* Do you allude to these written instructions when you say you have instructions to go seventeen miles up the river? Yes.
91. There are no miles mentioned here? (*Referring to Appendix B.*) No; but there are the measured lands here. (*Pointing to the map.*)
92. Are these the "surveyed lands at Gundurimba, measured by Mr. Peppercorne?" At all events I will waive that, because I shew by these instructions that I have the east side of the river, then I have shewn that I have Gundurimba.
93. That you conceive to be the measured lands at Gundurimba,² not the Gundurimba reserve? No; because Mr. Peppercorne had not designed it. At all events I go some way up to Gundurimba reserve. Then I sent in my account for twenty-six and a half miles of feature survey, and asked for the money. I gave my authority as being the contract made in Sydney, and received the money. I said I would not take £3 a mile and put down

¹Note (*on revision*):—*i. e. specific.*

²Note (*on revision*):—Mr. Peppercorne measured all the lands upon the north arm of the Richmond River prior to my going to the River.

Mr. F. W.
Birmingham.
11 Oct., 1861.

down in my bill £2 a mile. That bill was paid; and I think that is really an acknowledgment of this part of my contract. The Acting Surveyor General cannot say a single syllable against that portion, C.

94. Have you made any specific claim upon the Minister of Lands, or the Acting Surveyor General? Yes, I asked for compensation, and to be allowed to go on with my contract.

95. And you could not agree as to what your contract was? Mr. McLean said, "Mr. Birmingham had no specific contract, and I only regret that by the employment of such a person the country should be subject to some loss."

96. In fact the Minister of Lands would not agree to your proposal? No.

97. Did he make any proposal to you? No; the Minister of Lands concurred with the Acting Surveyor General. Then I wrote a long letter to the Minister of Lands, and he offered to let me have the portion coloured brown in consideration of the £150 that had been advanced to me, when I was in the wilderness, as it were. I clearly spoke of the advance, and how unreasonable it was to keep me without instructions, but the Acting Surveyor General shut his eyes against my ideas. But to understand this matter fully it will be necessary to read over my correspondence with the Minister for Lands; and also, to understand the effort made, to leave me in debt to the Department, and shut me out for ever from the public work; in fact, to disgrace me, and get rid of me.

98. Then the last offer, to let you survey the two portions marked C and B2, you declined? Yes.

99. Do you still owe the £150? Yes, with the exception of a balance due to me of between four and five pounds.

APPENDIX.

(No. 2.)

A.

Mr. Birmingham is requested to call at this Office when it may be convenient for him to do so.
Surveyor General's Office,
Sydney, 11 February, 1860.

B.

(No. 60-299.)—(3.)

Surveyor General's Office,
Sydney, 27 February, 1860.

Sir,

In reference to your letter of the 23rd instant, No. 1, I have to request that on your arrival at the Richmond, you will commence a traverse survey of the north bank of the river at the south boundary of the reserve at the junction of the north arm and main river, and carry it up to that junction, thence along the east side of the north arm to the northern boundary of the reserve (B), determining, wherever practicable, by angles and bearings, the relative position of the opposite side of the river; and that you will then traverse all creeks, lagoons, swamps, or other obstructions to the adoption of a regular design for farm portions within two miles of the portion of the river surveyed; and, having plotted your surveys, that you will then make a design for the subdivision of the land, giving your special attention to the selection of the best lines of road for future traffic, both along the river and from back lands to it, as also to the necessity of reserving spaces for wharfs at the extremities of roads terminating on the river.

2. The portions to be designed should be of areas varying from 40 to 80 or 100 acres. They should be so designed as to embrace in each a fair proportion of available land to divide the river frontage amongst the largest number of conveniently shaped portions; and, subject to these conditions and to the direction of roads, they should be, as far as possible, rectangular, and have their boundaries, where no reason exists for their being otherwise, directed to the cardinal points.

3. Having completed this design and transmitted it to me for approval, you will proceed to survey in a similar manner the river and features near it, from the northern end of the first survey to the surveyed lands at Gundurimba, measured by Mr. Peppercorne, and to design it exclusively, of course, of the pre-emptive purchase measurements within it for subdivision.

4. You will be at liberty to make the usual charge for linear measurements for the surveys referred to, but in payment for the future measurements which you may make of the land for sale, a deduction will be made for all river trace and other linear measurement which may form boundaries of portions to be measured.

I am, &c.,

A. G. McLEAN,

A. S. G. L.

Mr. Licensed Surveyor Birmingham.

C.

(Circular.)—(No. 33.)

Surveyor General's Office,
Sydney, 25 January, 1859.

Sir,

With reference to the instructions which have from time to time been addressed to you for the measurement of portions of land applied for in virtue of the pre-emptive right possessed by the applicants, and to the reference made in my instructions to the necessity for your taking steps for assessing the value of the land in every case in which it appears to you worth more than £1 per acre, I have now to inform you that more specific instructions are deemed necessary.

The 2nd Chapter of the Queen's Orders in Council, dated 9 March, 1847, Sections No. 8, determines:—"That if there be reason to suppose that any of the lands applied for under the regulations hereby expressed, possess peculiar advantages, whether of water frontage or otherwise, which would render it fit that a higher price should be paid for such lands, the Governor, or the Officer for the time being Administering the Government of the said Colony, or any Officer authorized by him for the purpose, may require the said lands to be assessed."

It is therefore obvious that any advantages of water frontage or otherwise, would render it incumbent on you, as representing the Government in this particular, to initiate a valuation, and to represent and guard the interests of the Revenue therein;* and it will, of course, readily occur to you that

* How could the interests of the Revenue be better guarded than by the way I adopted of proposing a higher price for the land, and the way in which that price could be obtained, and the true interests of the County of Rouss set forth by proposing (as I still believe) the best site for the future chief town thereof? (See my unanswered letter, No. 8, of August 7, 1860.)—F. W. B.

SELECT COMMITTEE ON THE CASE OF MR. F. W. BIRMINGHAM.

that as £1 per acre is the legal minimum price of the worst land included in any measurement, any portion of land also contained therein, obviously worth more than £1 per acre, will make the *average*, of necessity, *above* £1 per acre throughout the whole portion. It must also be borne in mind that selecting from such a vast extent as the generality of runs include, the limited areas generally applied for, the applicant would without doubt select what appeared to him the best and most valuable portion of the whole run; and you should from that fact hesitate to assume that the legal minimum of £1 per acre represents the true value of the portion selected.† The Secretary for Lands and Public Works has desired that the importance of the duty committed to you should be fully impressed upon your mind, and the responsibility incurred by allowing the public interests to suffer in these valuations. When there was a reference from the Surveyor to the Commissioner, there was a divided responsibility and a double safeguard: the whole now devolves upon you, and hence the peculiar necessity for caution and firmness.

Mr. F. W. Birmingham.
11 Oct., 1861.

I have, &c.,

D.

(No. 60-S.)

Camp No. 2,
(Fifteen miles south of Lismore),
7 August, 1860.

Sir,

In accordance with your letter of Instruction, No. 60-299, of the 27th of February, 1860, I beg respectfully to forward a design for subdivision of part of the land referred to in said letter. I may here mention that, although my written instructions, as contained therein, confine me to farms, (thinking, no doubt, that town accommodation was judiciously selected by Mr. Darke, assistant surveyor, as shown by pink lines on his survey map of the river), I consider I should be unworthy of your confidence, as expressed by your circulars, &c., were I to propose for consideration farms upon the spot that may, (in my humble opinion) become the principal place or city of the Richmond District, without first writing you my ideas on this subject. Every populous district has got its store, *i.e.*, town or city; that such a place must be established in this district admits of no doubt; and believing from my own observations that the junction at or near Yabsley's house is not suitable, I have resolved to write a few lines on the subject.

Instructions were,—
1. Verbal, { Acting
2. Written, { Surveyor
3. Printed Circulars. { General.

When I arrived here, about the middle of last March, I camped within a short distance of the junction, and during my surveying operations I found that the flood, which occurred a short time previous to my arrival, had covered *the whole of that point or neck of land* lying south-easterly from Hollingworth's house as on my survey, or the Huts, as shown on Mr. Darke's. I also saw clearly that on Hollingworth's side of the main river there was not room for a town or any considerable part of a town; also, that the rich alluvial marshes were, or the marsh was, considerably depressed in the centre, and like a *lake* in very wet weather; and on the west side of the main river—that place or circle (*Vide* Mr. Darke's map) with racecourse written upon it,—was a hole or basin, several feet lower than the narrow bank of river at Yabsley's, and so continuing south thereof. Some floods overflow this bank, and for weeks people may do again what they or others have done (as I have been told and can well believe), go "a-boating" over the racecourse and all the lagoons south of it. Now there is one part of this proposed town or village reserve (R., No. 26) which I have not seen properly; this is the northern part, shown as a pine ridge. There may be room here, and perhaps suitable room, for a village, and if the land north of it is unsold perhaps a town could be formed here if desirable. I will now suppose that the land is equally suitable at the pine ridge on or near the main river as at the gently sloping hills of the north arm and the plain, as shown for subdivision. My proposed town site is free from floods; the small quantity of water that lodges for six or eight inches in depth *sometimes* along the base of the hill, is caused by the plain having a sloping depression of (as per observation by Theodolite's level) seven or eight inches below the bank of the river; the rain falling on this plain goes toward the hills, and of course what rain falls on the west side of the hills descends, and co-mingling slowly, makes its way to the lagoon, in proposed water reserve (the lagoon is the lowest part of the plain), and all this the storage, probably of several days rain, could be remedied by seven days labor with a drain-plough, judiciously worked. Evaporation and percolation dry the plains about this river; as to drainage improvements I have not seen any.

It has been one series of showers from Friday morning, the 27th ultimo, to the present, Monday, noon, 7th of August, equal to twelve days; and no water is visible on the plain from where I write. 'Tis true of this, as of any plain, that in places I have been to my ankles in crossing it, but these little depressions of four or five inches are, of course, full of water.

Now at Yabsley's occurs what may be truly termed "the meeting of the waters," and these three forces, resembling in shape the legs on a Manx coin, tend to a centre, and at this point the waters come to a dead lock, heaping and flooding the circumjacent land; this place must, therefore, remain unsuitable to build a town upon, as lives might be lost; but for a certainty property would from time to time be destroyed. Again, suppose the country to be thickly populated north of the Pelican Creek, and east and west of it for many a mile, would it then be for the people's interest to go or trade from say Casino to Lismore by water, round by Yabsley's, as they do at present, if a nearer water-way could be obtained at a reasonable cost? I should say not; and to illustrate this matter I must now write as I before intimated, (in letter No. 7, of June 25th, 1860), that is to say, if the site for a town, as shown upon the accompanying tracing, should be approved of, that to suit the requirements of commerce fully, a cut or canal will be required westerly (south-westerly) from the Pelican Creek to the Casino arm (main arm) of the Richmond River. The shape of the land, as I submit it, is shown upon the accompanying tracing; the distance to cut through seems to be about fifty-four chains=(1,188 yards); this would be from the termination of the navigable part of Pelican Creek to the main river. The proposed strip of land provides for a straight cut from river to river, should such be undertaken at any time in preference, or even as a continuation of the cut. I will now give some distances to show how useful this, as an undertaking, would prove to be.

The distance from the Pelican Creek mouth by way of the north arm of the Richmond River to Yabsley's Junction, is about seven miles, sixty-four chains; and from Yabsley's Junction to proposed mouth of canal, at main river, about three miles, fifty chains; or say, collectively, eleven and one-half miles nearly.

Now, by creek and canal, the distance would be nearly one and one-half miles; or, by a direct cut from river to river, one mile. The first canal, deducted from the longer way, gives a clear saving in length of *ten miles*; that is to say, people now go eleven and one-half miles. This is not all the advantage to be gained; these are *tidal* rivers, and a journey could be so regulated as to get from Lismore or Gundurimba, to the mouth of the Pelican Creek, with the tide in your favour; and, arriving at low-water, cross to the other river by means of the canal, and enjoy the advantages of the returning tide, which, without using this cut, would be against you by the present route; therefore, in many cases, it would prove to be equal to shortening a single journey by twenty or more miles.

Another

† This (as I view it) applies as forcibly to the "free selection" principle about being initiated (in the reserves of the County of Rouss of course, as elsewhere) within this Colony.—F. W. B.

Mr. F. W.
Birmingham.
11 Oct., 1861.

Another view of the matter is thus :—The sailing vessels trading to Lismore and the Pelican Tree, &c., would shorten their journeys very much by not using the lower seven and one-half miles of the north arm in going to Lismore and coming down through the cut to the Pelican Tree on the main river. There is no interest at present, so far as I can see, that this scheme would injure, not even to the value of one farthing ; it is, indeed, all the other way,—*pro bono publico*.

There should be, of course, a swing bridge over the cut near the main river, to give a roadway to farms south thereof, as may be, in course of time. Mr. Peppercorne has, I am informed, surveyed the land into farms about this proposed site for a canal, which caused me to mention in my letter of the 25th of June, the probability of a required reservation of land ; and, in which case, intending purchasers south of the cut, would know of said reserve.

Before commencing to describe the accompanying design for subdivision of land, I am compelled to inform you that Mr. Darke's surveying is, without doubt, very erroneous ; he has greatly erred (if the tracing of his work, which I made, be correct), for the reach at my camp, and which I am every day looking at, is very incorrect ; in fact his surveying is the worst I have come in contact with for now two and twenty years. Though much I respect Mr. Darke I cannot pass unnoticed a bad survey, caused, probably, by defective eyesight.

Mr. Peppercorne's line of seventy chains (part of the north boundary of the accompanying tracing) is short, as will appear from my field book, No. 3, pages 1 and 2 ; this may be caused by his men chaining over the spur and taking its sides for measurement. Surveyors use horizontal distances.

In describing the accompanying tracing I must respectfully inform you that, although this place will become, if properly laid out, a town of great importance, I am not unmindful of the fact that at present, for seventeen miles on either bank of this river, there is not a white person located, or a dwelling to be seen, excepting my camp ; this fact has led me to propose respectfully for your consideration, a number of small portions of land, each sufficient to supply food for one family of the class of persons who are likely to first occupy this place, viz., such as persons occupied in the cedar trade and the like, and at the same time to provide roads in such quantity, and of such a width, as to secure the object proposed, namely, the foundation for a splendid city, and to avoid, if possible, a higher upset price than two pounds per acre for portions under ten acres, and one pound for all above that size. The proposed roads are one and one-half chains wide, with but a few exceptions, as will appear from the tracing. The waters of the Richmond River are (I have been told by many persons), brackish in the middle of summer for about two months, if a dry season ; therefore, I have proposed that the portion marked A, (on tracing), should be reserved for water storage, being about sixty acres in extent, which of course would be curtailed hereafter.

The portion marked B, a reserve for botanic garden, in size about sixty-four acres, with free roads through it. The portions marked C and D, for town extension when required, and a diversion of the rivulet through C and D, would be a great improvement—(Vide line C¹ to D¹.) The portions E, F, G, H, and I, for public purposes, thus :—E and H, markets ; F, town hall ; G, court-house ; I, constabulary. The portions, J, K, L, for town extension. The portion M, for road metal, (which can be found anywhere within these hills, and of good quality.)

The portion N—an elevation easy of access and roadable, it may be considered an upper land, ranging from 180 to 220 feet higher than the plain. This I propose to reserve for ever as a public park ; the sides are wooded, slightly upon the western slopes, and with great effect ; thickly upon the eastern. The point N¹ is (I think from angles of altitude I have taken, and measuring the horizontal distances from my map as an easy approximation), the highest on the ridge. (Vide field book 3, page 43) ; and from this point the view of the country is truly grand ; in fact, as one walks round the top or the sides, the view for, say three hundred and forty-five degrees of the horizon, is pleasing in the extreme ; alluvial valley after valley, till as it were they become lost in the distance ; then the eye discovers bold inland ranges, distant probably one hundred and fifty miles, these receding valleys and mountain lines forming a vast and gorgeous amphitheatre as it were, with the ascent or park you stand upon in the midst ; it requires but slight study to divine what is here in store for future generations.

The proposed roads,—to the north rising as per tracing with a grade of 1 in 15, and 1 in 14,—upon the hill 1 in 88, and down the south end 1 in 22 ; others can be made westerly 1 in 13, and 1 in 9. The practicability of making this a park, and one of the healthiest in the Colony, cannot be doubted. And what is the distance to the top ?—Half a mile through town. If any infringement should be thought necessary, I respectfully submit it ought to be only for an Observatory or Churches, without graveyards ; for the latter of course it is not suitable, as the hills shew to be of stone, with from six or seven to two feet or so of brownish mould, well grassed, excepting here and there where stones protrude.

The portion marked O, I propose as a collecting reservoir, in size about one hundred acres ; some seven or eight acres at the south-east corner could not be made easily available, but this is counterbalanced by a rain fall from the park. A slight low embankment, from O¹ to O², would store the water, which could be carried in a pipe to the reserve marked A ; this will be sufficient to do away with the use of brackish water in summer. If required hereafter a town supply for summer might be obtained by cut and embankment along the line O³, O³, which could be made to supply, by gravitation, the inhabitants of the plain.

The portion marked P, I propose to reserve for various purposes, viz., roads, and road-metal, firewood, (of gum, oak, turpentine, &c.), and probably for water works extension and the like.

Q.—A drain line fifty links wide, which, if needed, would become very useful in connection with other smaller drains.

R.—I propose as a road one and one-half chains wide, to admit of drainage being carried along it ; but this road could be, I think, dispensed with, if the drainage line, Q, should be established.

S¹ is a fine open landing place, and from here, southerly, along the bank of river to S², I propose capacious street and wharf accommodation, equal to three and one quarter miles, (from S¹ to S² there is a gradual fall of about four feet.) At T, about mid-way, along wharf line, I propose a reserve for markets, and such purposes as may be desirable at a future time.

U to V is about that line which represents what would be occupied by the proposed cut, if to the Pelican Creek only. U to W, that line which, I think, would be used if a straight cut from river to river was decided upon at any future time.

X, X,—A reserved road along bank of river.

Y, Y,—Land that may be easily drained by drains along the roads, as shewn by pencil dotting ; but this land is not perhaps immediately suitable for farm occupation, because it would no doubt be complained of thus :—The Survey Department gave us nice roads, such as we cannot get at ; if this land, marked yellow upon the tracing, is to be surveyed, summer is the time to do it.

Z and Z¹.—Here I would propose the centre of road to form the boundary between the now proposed parishes of Tucki Tucki and Corakii, two native names ; their boundaries I do not precisely know. (Permit me here to state, I am not aware of what rules may be in force relative to such matter, as this is the first time I have had to submit native names) ; there may be some rule guiding the introduction of native names for parishes. I perceive from a map of the Settled District of Melbourne, now before me, that native names have been extensively used for parishes ; but the boundaries, as it appears straightened for convenience—Derrimut, Yan Yean, Mickleham, Bulla Bulla, Wil-Wil-Rook, Out-Paw-Paw, Keelbundora,—and the like parishes arranged so.

It

It has struck me that there is much more in the language or dialects of the various black tribes of this island than is at present thought to be worth knowing; some of their words are similar to those of the Celtic or other languages or dialects. In and upon the survey of Ireland the Government appointed an *antiquarian*, as an officer of the Department, to search the old Celtic records. If it was there (among so many eminent Celtic scholars, such as bishops, and others,) found requisite to establish such an office, would it be as useful here, where hundreds of names are being adopted over the eastern, southern, and western portions of this island, to be repeated by future generations? If each Colony had its antiquarian probably something useful could be obtained from such a source.

Mr. F. W. Birmingham.
11 Oct., 1861.

I mean no disrespect whatever in anything this letter contains; it is all done with a sincere desire to perform my duty faithfully to my superiors.

The Surveyor General,
&c., &c., &c.

I have, &c.,
FRED. WM. BIRMINGHAM,
Licensed Surveyor, Contractor.

E.

(Circular.)

Surveyor General's Office,
May, 1859.

Sir,

I have to draw your attention to the practice which has hitherto been to a considerable extent followed, in the sub-division of lands by officers of this department, of establishing parishes,* and numbering in a consecutive series, according either to position or to the dates of measurement, portions which may be measured for sale within them.

2. This practice is frequently or generally inapplicable to the isolated portions of lands which are now usually measured in the old Settled Districts, but it is very desirable that, wherever the quality of land being measured for sale is such that a considerable extent in one locality may with advantage be so measured, and particularly in portions of the Colony where the subdivision for sale is in its commencement, the practice should be followed.

3. The size of parishes should be approximately 25 square miles, but may be allowed to vary from 16 to 35 square miles.

4. The boundaries should, wherever practicable, consist of creeks, ranges, or other natural features, but failing the existence of these in suitable positions, arbitrary lines may be adopted as boundaries, and which should, unless a strong reason to the contrary exist, be directed to the cardinal points.

5. It is not, however, essential that the permanent boundaries should, at the time of the early surveys in a parish, be determined; and, indeed, their determination at that period might involve an amount of survey and labour, with which the advantage gained would be by no means commensurate.

6. These parishes are never proclaimed, neither are their boundaries determined beyond the possibility of alteration, save by the proclamation for sale of lands within them, or the publication of plans shewing such boundaries as finally adopted.

7. The boundaries are therefore subject to modification, as surveys and knowledge of the features progress; and in this manner creeks or permanent lines of road may be made to replace proposed right line boundaries, even after the latter have existed for years on paper.

8. The numbering of portions within a parish, exclusively of course of town sections and allotments within them, should be one continuous series, and it is of course most convenient that the numbers should follow each other through adjacent portions throughout the parish. Where, however, as is usually the case, portions in different parts of a parish may be measured, while the intervening lands are left unmeasured and not even designed, it is obvious that the series must refer rather to the chronological relation of the measurements than to the positions of the portions.

9. In cases where portions have been measured and sold, without numbers, in a locality in which it may be desirable to establish a parish, it is best to count the number of such portions, and to commence the new numbering with the next higher number; and this practice may also be applied, with advantage, when two series of numbers have inadvertently been previously adopted in a parish.

10. Where euphonious aboriginal names can be ascertained, it is desirable that such should be suggested by the surveyor for new parishes.

11. It has been usual to call parishes within which towns are laid out, by the name of the town, but this practice may be departed from in cases where localities are known by names which would prove suitable for parishes, while the towns have been called by some name foreign from the locality.

12. I trust that the full explanation which has been given above, will enable you to decide in what cases, in measurements which you may make, it is desirable to establish parishes, and to select boundaries, and carry out complete series of numbers within them; and that you will give to the subject your best consideration in all cases where the practice may be applied, and by so doing, prevent the confusion and inconvenience which necessarily result from inconsiderate numbering of portions.

13. In recommending temporary or permanent boundaries for parishes, it will be sufficient to transmit, with your surveys of lands, sketches shewing the proposed boundaries, such sketches being of course alluded to in the letter.

I have, &c.,

F.

(No. 60-1757.)

Surveyor General's Office,
Sydney, 21 November, 1860.

Sir,

Taking into consideration the large amount of labour involved, and the necessarily slow rate of progress in surveys in the tropical forests, usually termed brushes on the banks of the Northern rivers of this Colony, the Secretary for Lands has been pleased, on my recommendation, to approve of an increase on the licensed surveyor's scale of fifty per cent., being made in payment for surveys within such forests.

2. On such of your accounts as may have become payable after the date of this decision, the increased payments will be made, and this will render necessary extreme carefulness in the representation on your plans of the margins of such forests, which may exist on lands which you may measure.

3. In estimating the amount to be paid on each account, the extent of linear measurement through and beyond the brush will give a proportionate increase on the account.

I have, &c.,

A. G. McLEAN.

Mr. Licensed Surveyor Birmingham.

* For proposition of two parish names, see my letter, No. 8, of August 7th, 1860; and one of these proposed parish names has been adopted, although my said letter has not been answered, not even to the present day.—F. W. B. Oct. 9, 1861.

Mr. F. W.
Birmingham.

11 Oct., 1861.

G.

[Requesting this letter may be immediately placed before the Honorable the Minister for Lands.]

Camp No. 2, "Steve King's Plain," North Arm Richmond River,
(About 15 miles from Lismore Post Office.)

December 10th, 1860.

(No. 60-23.)

Sir,

In replying to letter No. 1,757, of 21st November, 1860, and signed A. G. McLean, I beg respectfully to inform you that, upon my calling at the Surveyor General's Office, Sydney, on Monday, 13th of February of the present year, the Acting Surveyor General informed me the Government had a contract to offer me; I asked to be allowed to go upon salary, but was answered thus:—"The Government have nothing but a contract to offer you, which you are at liberty to accept of, if you think proper;" and described it thus:—"The Government are anxious to open up the north arm of the Richmond River, by cutting it up into farms for a distance of two miles, extending back from the river on each bank, from the junction of the north and main arms to Lismore, exclusive of the "measured lands;" to be paid for after the present rate of licensed surveyors (scale of) fees for farm portions, and £2 per mile for the linear measurements of the preliminary or feature surveys, deducting for all such linear measurements as may form a part of boundaries of portions measured for sale, and and previously paid for.

The Acting Surveyor General stated, "You see there will be very little travelling; you can send the work in by portions as you do it, forwarding a tracing shewing a design for farms for approval, and proceed so through the contract. You can take these maps into the next room and study the matter." Some twenty minutes after this I returned to the Acting Surveyor General's room, stating:—"I am sorry I cannot accept of the contract; it is a large survey, and the jungles moreover, may be more difficult to cut through than I anticipate." The Acting Surveyor General replied,—"Why? You don't mean to say that you cannot make a considerable profit from these plains, (putting his finger over the larger map)?" "Certainly, I could make a profit from these plains, but the profit might be more than counteracted by the loss of time working the jungles, but upon the whole, I think that by hard work and long hours, I might make a fair profit upon it." "Then what is your reason for not accepting it?" "Well, Sir, to speak plainly, it is completely beyond my means, in fact, I never was poorer than I am at the present moment." "Is that the only reason that can prevent your undertaking it?" "Yes, Sir, the only reason,—the extent to be surveyed does not frighten me—I wish it was ten times as large, and that I had the means to undertake it." The Acting Surveyor General replied,—"If that be the only reason to prevent your undertaking it, I will apply for authority for an advance for you; make an estimate of what money you think you may require, and let me know; recollect you cannot do without a boat."

I returned to the Acting Surveyor General's room,—"Well, have you made out an estimate of the amount you may require?" "Yes, Sir." "I suppose anything short of £150 will be useless?" "That is, Sir, exactly what I should require" (turning a paper in the palm of my left hand to shew the Acting Surveyor General the figures). Speaking about the contract the Acting Surveyor General remarked,—"I suppose you will have between one and two years work in it?" I replied,—"I think two years work, Sir, at least."

The enormous difficulty of cutting through these jungles or brushes being explained to me, by Mr. Mann, licensed surveyor and others, I thought it but prudent, before leaving the office, to mention to the Acting Surveyor General, that I was much afraid for the first six months I could do no more than hold my ground, and even that I might not be able to do; and, probably, could not pay back any portion of the £150 advanced. The Acting Surveyor General replied,—"Well, write in and state how you intend to pay it. The Government don't give with one hand and take away with the other."

Having now explained the circumstances under which I took my present contract, I beg respectfully to say that I do not clearly understand the intent and meaning of the letter I am now replying to (No. 1,757), and signed A. G. McLean, in regard to extra payment for jungles or scrubs.

If meant as a boon I do not think I have asked for it directly or indirectly, and if meant to supplant any of the advantages that I may be supposed to possess by my contract, I certainly will not take it. Therefore, it must be evident, I look for nothing more nor less than my contract justifies me in having. I labour hard to earn my bread, and think myself worthy of the hire. Should it be unfortunately the case that the Surveyor General or the Honorable the Minister for Lands thinks to the contrary, I have now only, respectfully, to say that if my holding this contract is considered undesirable, I will, upon the payment into the Bank for my services, after the rate of three guineas per diem, as payment for myself and party, dating from the day I took the contract, till such time as a letter to the above effect can reach my camp, relinquish it, the Government paying cost of party up, (£23), the department deducting all moneys paid to my account, &c., and my delivering all papers and documents relative thereto.

I cannot but think something relative to this contract is not right.

Four months ago I sent you my letter No. 8, and have had no official reply to it yet; even the receipt of it has not been acknowledged officially, although all others of mine, to No. 7, inclusive, and all others after No. 8 have.

Now, I respectfully subject that beyond the walls of the department I am that person most interested in this contract, and if my letter was, say upon the whole, superogatory, still I submit that (laying aside much that could be inferred,) some of its contents was in conformity with the general meaning of circulars that I have from time to time received, as sent from the Surveyor General's Office, and to which I was desirous to conform.

Early in October I wrote to a Mr. Mansfield, stating I had heard nothing from the Survey Department, relative to my letter No. 8 (about town and canal scheme), and comparing my contract to a man receiving some nuts to crack, saying, I had cracked some of the shells, and wanted the kernels; requesting him to see whoever may be chief draughtsman about it? Mr. Mansfield's letter (in reply) states thus:—"23rd October, 1860. I took your letter to the chief draughtsman (Mr. Adams), and he took it to the Surveyor General for information relative to it; and it appears that tracing No. 2, containing the proposed design for a town and canal is abandoned, but it was hinted that you could—or it was proposed—have a kernel, by extra pay for your thick brush."

I sent Mr. Mansfield word, to inform the Acting Surveyor General I would take nothing but my contract, and requesting the department to make a design for farms upon the plain, or, if I was to do it, to say so, and that I would immediately send one in. I also stated that if my contract was any stumbling-block in the way of the Survey Department I would relinquish it on payment of three guineas per diem, from commencement to end of contract, (and I think the £23 it cost me to pay passages here); to this I have received no answer, except the letter I am replying to may be considered the answer.

As to scrub work and compensation for labour thereon, Mr. Peppercorne, licensed surveyor, stated what he could do in these jungle surveys, thus:—"He could not pay his men's wages, and his position was altered to that of assistant surveyor. It is not my business to fathom the reasons that may have led A. G. McLean, Esq., Acting Surveyor General, to recommend to the Honorable the Minister for Lands, that the sum of £3 per mile should be paid for brush work or jungle work in "tropical forests;" but it may be to my interest to inform the Surveyor General, that I have carefully studied the cost of jungle work for the last nine months, and my calculation is that it has cost me three and one half days time, and £3 10s. per mile for labour and food only! (I speak as a contractor, having to put up with the rainy seasons, and other drawbacks which must as certainly occur

to

to others as they or their like have occurred to me.) Thus much to shew that if Mr. McLean's kernel he sent me word about was accepted by me, I could get for *future* jungle work (some 16 or 17 miles in extent, as he could discern from Mr. Darke's map) so many pounds—less, of course, 50 per cent. from farms bordering upon the river, and being part of the feature surveying; and for this *shadow* (a shadow which might be made to elongate to distant creeks) I am in effect told I must give up my contract right, to survey the two largest plains!

Mr. F. W.
Birmingham.
11 Oct., 1861.

And what do these plains amount to after all—seventy-two farms, or say about £270 or £280 worth of work? I will suppose they are for survey and completed, say on the last day of March, then time on contract over one year.

Moneys drawn to the present under.....	£ 280
The two plains into farms, say.....	280
	560
£280, less 25 per cent., to pay part of £150 advanced	70

£490 Total, say earned

within the year. Deduct food and men's wages, and how much will I get for my whole year's labour here? (and I think my surveys may compare favourably with the salaried officers of your department, *vide* my letters, Nos. 7, 8, and 21, of the present year; and Surveyor General's letter 952, of the 2nd of July, 1858) why? Only £120 per annum!

Now, sir, I respectfully ask, what would be my position relative to this contract; was I to give up my right to the very body and soul of the work in so far as I have gone, and which is now upon tracing No. 3?

Am I to wear this (£150) "collar of gold," and be told, "Yes, you can take it off," and "No, you cannot take it off?"

Be this as it may I cannot engage a party permanently; my business is disarranged—cannot guess the future—therefore, if I cannot receive from the Survey Department definite and decisive instructions to proceed with the survey of the farm portions on tracing No. 3, forwarded by this mail, in registered letter No. 60-21, of December 8th, prior to the mail leaving Sydney on the 26th day of the present month, I will consider the contract as broken on your part; and as to holding any correspondence with you upon the subject, placed as I am in a *wilderness*, with men to feed and pay, I cannot do it.

The debts I owe upon the river can be paid, and the labourers I have around me need not suffer (can be paid) if you will be kind enough to place to my account in the Bank, the money for the feature survey, as represented upon the western part of tracing No. 3, sent you herewith. 'Tis true there is my food upon the ground for them, but as they are no parties to the contract, but have simply drawn around me (owing to *my* faith and *their* faith in the Surveyor General's Department) I think it but proper to inform you how they may be circumstanced if you will break the contract; this matter of course lies to your discretion; and I must proceed to Sydney.

I am sorry I have to write in the strain I have adopted, (and indeed sorry that I have the trouble of writing at all); but I am now doing no more than every British subject should do—"sticking up" for my rights.

I have, &c.,
FREDK. WM. BIRMINGHAM, C.E.,
Licensed Surveyor and Contractor.

The Surveyor General,
&c., &c., &c.

H.

*Camp No. 2, Steve King's Plains,
Richmond River, January 23, 1861.
(15 Miles by River from Lismore Post Office.)*

Sir,

I have waited in idleness from the time I wrote you my letter numbered 23, up to the present (excepting time making stakes for the farm survey you have virtually taken from me, and five times to Lismore Post Office awaiting a reply.) Silent contempt is not, as I view it, the way to do business. My letter, No. 8, deserved a better fate.

You have not accepted of my offer of a compromise, by payment of three guineas per diem, &c., therefore I now withdraw that offer. I am now paying off my men in so far as my means permit.

In letter No. 23 I stated, "If you will break the contract I *must* proceed to Sydney;" this meant what I now intend, *viz.*, to have legal advice and sue for damages for loss of contract, &c.

I have, &c.,
(Respectfully to the office of Surveyor
General, but certainly not so to the *non-*
professional gentlemen, who, in his
actingship, tries to supplant my rights.)
FREDK. W. BIRMINGHAM.

P.S.—In Letter 23 I may have omitted the letter *e* in the word *int(e)rest*, and lower down the verb "*have*."

The Surveyor General,
&c., &c., &c.

I.

(No. 60-21.)

*Steve King's Plain, Camp No. 2,
North arm of the Richmond River,
December 8, 1860.*

Sir,

In accordance with my contract, (entered into at Sydney, in February, 1860, with the then Acting Surveyor General,) I beg respectfully to forward the accompanying tracing, No. 3, (and field-book, No. 5, separate,) being a design shewing proposed subdivision of land into farm portions.

The land is of the richest description—alluvial, lying about 18 feet higher than the ordinary winter level of the river, and admirably adapted for agricultural pursuits. The river is tidal, and the water fresh.

The lagoon—portion 29—on "Steve King's Plain," I propose as a water reserve; the portion marked D, for use of roads, windmill sites, and the general benefit of the inhabitants who may hereafter locate here.

The little hill, at B, within a proposed reserve, has at its base an excellent sheet of water of very good quality, deep and permanent, and of which the cattle on the plain drink freely; it appears to me to be spring water. Mr. Feppercorne, assistant surveyor, in his Gundurimba reserve farm design,

Mr. F. W. Birmingham. design, runs his road, seemingly, through this water, without knowing of its existence; and at the point somewhere about letter A, on the south bank of the river, reserves about thirty-three acres of agricultural land for a "water reserve." Therefore, I respectfully submit that the Gundurimba reserve subdivision design about here is very faulty, and I scarcely think he can have made an examination, of primary feature survey of it. (Am I to make a feature survey of the Gundurimba reserve, when I get so far up in my contract?) Again, Mr. Peppercorne's survey of the 408 acres portion for Wm. Wilson, Esq., is decidedly wrong. I have so many traverse lines, or rather series of traverses closing entirely to my satisfaction, along the river and scrubs, across the plain, &c., that I feel confidence in saying his work is decidedly wrong.

11 Oct., 1861.

Mr. Surveyor Darke's survey of the Pelican Creek is not, for accuracy, what it ought to be, by any means. It appears to me, that at some few points he has touched the creek, but most of his detail work is nothing more than "sketching whilst chaining," as he himself describes it to be.

The proposed farm portions (marked in pencil, 33, 34, 35, and 36) are not suitable for families to immediately settle upon, on account of want of artificial drainage in winter. The water during winter sluggishly lowers at this place, as the grass impedes its passage; but the land is good and farmers would find it to be well worth £1 per acre now, and need not live upon it in winter. Farmers in England don't confine themselves to live upon such land as is subject to surface water; they work it, and have their houses upon some other part of their lands. All the allotments (proposed allotments) shewn upon this tracing (No. 3) are valuable, and, as I previously writ, well adapted for agricultural purposes. I have selected the best ground, I think, for roads, to admit of effectually draining or carrying off the winter's water from the western part of the plain, and so as to save, in future, cost of construction.

The Surveyor General,
&c., &c., &c.

I have, &c.,
FREDK. WM. BIRMINGHAM.

J.

(No. 60-1276.)

Surveyor General's Office,
Sydney, 16 August, 1860.

Sir,

I beg to inform you that Mr. Surveyor Peppercorne has been requested to transfer to you certain instructions, inadvertently addressed to him, for the measurement of Suburban allotments at Gundurimba.

I have, &c.,
A. G. McLEAN,
A. S. G1.

Mr. Licensed Surveyor Birmingham.

K.

(No. 60-1188.)

Surveyor General's Office,
Sydney, 1 August, 1860.

Sir,

Mr. Wm. Drynan having made application for the purchase of sections 20, 21, 26, and 27 in the suburbs of Gundurimba, I have the honor to request that you will measure the sections applied for, together with such others as may be in demand.

F. S. Peppercorne, Esq.,
Surveyor.

I have, &c.,
A. G. McLEAN,
A. S. G1.

Transmitted to Mr. Licensed Surveyor Birmingham, with reference to my letter of the 16th August last, No. 1,276.

B.C., 29th Oct., 1860.
60/1609.

A. G. McLEAN.

L.

(No. 60-1277.)

Surveyor General's Office,
Sydney, 16 August, 1860.

Sir,

I beg to enclose a tracing, shewing a design for the sub-division of the Reserve at Gundurimba, and I request that you will lay out the portions in accordance therewith, unless you think it desirable to modify it in some respects.

I have, &c.,
A. G. McLEAN,
A. S. G1.

Mr. Licensed Surveyor Birmingham.

M.

To the Honorable the Chairman of Legislative Assembly Committee on F. W. Birmingham.

Parramatta, Saturday, 12 October, 1861.

Honorable Sir,

I beg respectfully to write a few lines in answer to the question put yesterday by the Honorable Member Mr. Hay, and as my memory was then rather uncollected, I now respectfully write in reply to the question—"Which are the measured lands at Gundurimba, surveyed by Mr. Peppercorne?" That all the portions of land measured upon the north arm of the Richmond River have been measured by Mr. Peppercorne, and all the town allotments of Gundurimba, that were offered for sale, have been measured by Mr. Peppercorne previous to my arrival on the river, therefore, I believe I am correct in thinking "the measured lands at Gundurimba" are those north and north-east thereof, and so far I was to make a feature survey; but, instructions for the whole of the Gundurimba Reserve, accompanied by a farm design, was sent me, thereby overlapping for some seven or eight miles along east side of river, and contrary to the instructions for this part, as appears by Acting Surveyor General's letter '60/952.

From this cause, and knowing the design for Gundurimba Reserve to be faulty on the west side of river, I thought the easier way to come to a certainty upon the matter was to write, as I did, to the Acting Surveyor General in my letter '60/21, of December 8th, asking was I to make a fresh design? and of course I would have gladly conformed to his wishes if he thought proper to send me a reply during my stay upon the river.

I remain, &c.,
FREDERICK WILLIAM BIRMINGHAM.

WEDNESDAY,

WEDNESDAY, 16 OCTOBER, 1861.

Present:—

Mr. BELL,
Mr. FORSTER,Mr. HOSKINS,
Mr. SHEPHERD.

JOHN LACKEY, Esq., IN THE CHAIR.

Alexander Grant McLean, Esq., Acting Surveyor General, called in and examined:—

100. *By the Chairman*: The Committee are proceeding with an investigation of the case of Mr. F. W. Birmingham—I suppose you are acquainted with the circumstances? I have not seen his petition.

A. G. McLean,
Esq.

101. There is no petition—merely an application on the part of Mr. Birmingham to have his case investigated by a Committee of the House, as far as relates to his connection with the Survey Office, with respect to a contract for surveying on the Richmond River. You know Mr. Birmingham? Yes.

16 Oct., 1861.

102. I think, some time in 1860, Mr. Birmingham took a contract from the Survey Office to measure the north arm of the Richmond River? It must have been early in 1860 I think. I see, by reference to the papers, that it was in February, 1860.

103. Perhaps you will be good enough to state to the Committee the conditions on which Mr. Birmingham took this contract? Though the term "contract" is what Mr. Birmingham specially wishes to apply to it, it was not a specific contract, but an arrangement certainly having the nature of a contract to some extent, that Mr. Birmingham was to make a survey of the north arm of the Richmond River, from the main river about as far as the town of Lismore,* with all creeks, swamps, and other features that would affect the subdivision of the land for sale, within about one to two miles of the river on either side; that he was to be paid for this general survey at the ordinary linear rate paid to licensed surveyors, £2 per mile; that he was to send in his plans of survey piecemeal, with designs for the subdivisions of farms; that after approval of such designs he was to measure and mark out those farms; and that the price paid for those portions of his general survey, which formed also the boundaries of farms—that is, where a creek or river, part of which had been surveyed in the general survey, formed also a farm boundary—should be deducted from the scale price per acre for the measurement of farms, so that the public should not be paying twice over for the survey of the same ground. It was possible that Mr. Birmingham might have been employed over three times the extent that was stated in that arrangement; but at the time he went down that was what he might fairly have looked forward to as the survey which he was to carry out—that is, the survey of the north arm, from the main river up to Lismore,† with the features I have stated. There was a possible exception of part of the Gundurimba reserve, on which the town of Gundurimba had itself been surveyed, and some surveys might have been made on the reserve by Mr. Peppercorne, and in case Mr. Peppercorne had made them before Mr. Birmingham got there, of course Mr. Birmingham was not to go over the same ground again; but when this arrangement was made with Mr. Birmingham Mr. Peppercorne was instructed not to make any further measurements there, with the view of leaving the whole to Mr. Birmingham.

104. I think the Survey Office or the Secretary for Lands made Mr. Birmingham some advance? Yes; during the time of Mr. Forster's Government some one had pointed out to Mr. Forster or Mr. Black the desirability of laying out this agricultural land, and the Government determined on having it laid out, and instructed me to take measures for that object. At that time unemployed surveyors were not very numerous; most of the best were employed in making surveys for railways; and Mr. Birmingham, who had just then returned from California or British Columbia, without any means whatever, I believe, applied for employment. As he had been previously employed in the department, and his services had given satisfaction, in the dearth of surveyors I recommended him, even though the Government were obliged to advance him £150 to pay his men and provide equipment, until he had earned some money. That, of course, was authorized by Mr. Black.

105. Mr. Birmingham then proceeded with his survey on the Richmond? Yes.

106. Did he effect this linear survey at first? He commenced with some feature survey which enabled him to design fifteen farms, the design for which he sent down according to arrangement, and then proceeded with his feature survey; his design for the farms was approved and returned to him, and he marked them off.

107. I think Mr. Birmingham said that the understanding with him was, that while his early designs were being considered he proceeded with further designs? Precisely; the feature survey first and then the designs. A good deal of our arrangement was verbal, and I cautioned him before he went that the postal arrangements from the Richmond were rather uncertain, and that, therefore, he had better send in his designs for a few farms only at a time, as he might have them ready, in order that he might not leave himself without work in consequence of any delay in communication from that cause.

108. This (*a plan before the Committee*) is a tracing that Mr. Birmingham sent in of the country he had to survey, shewing the different blocks where he effected this linear survey. At the commencement there is some subdivision of farms, which will be the fifteen farms he surveyed in the first instance? Yes.

109.

*NOTE (*on revision*):—I find on reference to the Instructions to Mr. Birmingham, dated 27 February, 1860, of which I enclose a copy, that Mr. Birmingham's survey was to extend to Gundurimba, which is some miles short of Lismore.

†NOTE (*on revision*):—Or, as it now appears, to Gundurimba.

A. G. McLean, Esq. 109. B 1 and B 2 will be the next? Yes. He did not design B 1 and B 2 as farms, but, I believe, as a very extensive township, which he extended, as it seems to me, from this place, over something like four miles in length, rather unnecessarily extensive, apparently, if the whole is designed as a town.

16 Oct., 1861.

110. This will be the spot here (*pointing to map*) on which he wrote a long letter to the Survey Office, suggesting the desirability of leaving a reserve for the purpose of making a canal from one branch of the river to another, which would be about a mile and three quarters across, and would save going round eight or nine miles? Yes. However I am aware that this design for a town was a very extensive design, more extensive than I considered was necessary, and not a suitable design. It was subsequently referred to the district surveyor, Mr. Henderson, and therefore I have not got it with me.

111. It came within the province of a surveyor in Mr. Birmingham's position to make suggestions as to the site of the town, if in his opinion the reserve made in the first instance was objectionable, on account of being subject to floods for instance? Yes, undoubtedly, it would be almost his duty in such a case. On the north arm we have no townships in that vicinity, excepting Lismore and Gundurimba; and on the main arm only a township called Codrington, which is shewn on that plan.

112. I think it was to supplant that that Mr. Birmingham recommended the other site? I am rather under the impression that it was to supplant a proposed town at the junction. The reason that letter was not replied to was—first, that there was no existing necessity for a town there, although there might be for farms; though from the result of the attempted sale of those farms that were measured by Mr. Birmingham, which are, I suppose, as good as any on the river, it does not appear that there was much demand for farms in that neighbourhood, but some have been sold since, I believe. However there was no present necessity for a town, and the design did not, in my opinion, shew much sound judgment on Mr. Birmingham's part, and it was necessary to take the advice of the district surveyor, when he might be on the river, before acting on it. I may explain that the district surveyors are a sort of inspecting surveyors, and their districts are sometimes very extensive. Mr. Henderson's district extends from Brisbane Water up to the boundary of Queensland, so that there would be a long delay between two visits to the same part of his district.

113. That comprises a very wide area of country? Yes. There are not a great many officers employed in that part of the Colony, and, in fact, the district surveyors must be appointed rather in proportion to the number of surveyors than the extent of country.

114. Had the Government any application during the time Mr. Birmingham was proceeding with his survey, to withdraw any portions of his survey on the north arm from sale? I am not aware of any application.

115. You are not aware of any application to withdraw any part of a run comprising some plains which came within Mr. Birmingham's contract—part of Mr. Wilson's run at Lismore? No, I am not aware of it. The fact is, that before Mr. Birmingham went to the river, Mr. Wilson had applied to purchase, under pre-emptive right, all the unreserved portions of his run having frontage on the north arm of the Richmond, but there was very little of the north arm that was not actually reserved.

116. I suppose you are aware, from the information you have of that country, that some parts are much more impracticable and less remunerative to a surveyor than others? Yes, undoubtedly; a great deal of the country on the Richmond River is very unremunerative to a surveyor.

117. And there is some plain country which would be very profitable? Yes.

118. Do you know on which part of the river this plain country would be—towards Lismore, or towards where Mr. Birmingham commenced his survey? I know there are many swamps where he commenced, and brushes; and above Lismore again it is entirely brush; but I believe in the vicinity of Lismore and Gundurimba there is more open country than between Gundurimba and the main river.

119. Do you recollect how many designs of Mr. Birmingham's you approved of—the feature survey? Two in all.

120. Would you recollect from this tracing which they are? One was the design of these fifteen farms; the other was the country embracing B2 and C. I might be able to refresh my memory from the papers. (*Witness referred to papers.*) Yes, the first design was for fifteen farms; the second design was for seventy-two farms; and I believe that is about the explanation of the whole difficulty with Mr. Birmingham—I mean his withholding his designs for farms until he had designed so large a number as seventy-two. If he had sent in designs for fifteen or twenty at a time, or even for ten or twelve, as I had recommended him to do, he would have had the approval of them conveyed to him, one after another, as he proceeded with his feature survey, and he would have been constantly employed; but having exhausted his feature survey by sending in a design for seventy-two farms, he was without work until that design could be returned to him, which he knew could not be done without some delay, on account of the defective postal arrangements before alluded to, independently of the usual time occupied by such matters in the office, with which he was also acquainted.

121. Was it not competent for him to proceed with a fresh design while the first design was here for your approval? Yes, while the first design was with me for approval and for some time probably after it was returned to him, he was engaged on the feature survey on which he designed the seventy-two farms; but after having designed the seventy-two farms he had to come to Gundurimba, where there was no feature survey to go on with, and therefore he was at a stand-still, waiting the return of this design for the seventy-two farms.

122. Was it discretionary with Mr. Birmingham to go back any particular depth from the river in his feature survey, according to the contract? There were certain reserves made on the river, and the subdivision of these reserves was the object of his going there. The boundaries of these reserves formed the limit of his survey; but as the Government were not bound

bound not to make further reserves he was not tied to these boundaries. He went on the average about two miles back from the river—a little more or a little less, at his discretion.*

123. Are you aware whether Mr. Peppercorne was on the river at the time Mr. Birmingham was there? I think not.

A. G. McLean,
Esq.
16 Oct., 1861.

124. Was there any other Government surveyor there? No other surveyor at the time he was there.

125. What do you conceive to be the nature of the difference between Mr. Birmingham and the Survey Department in the first instance. I may as well say that Mr. Birmingham bases his complaint principally on the fact of his communications not receiving the attention he considered necessary, and that in fact he was idle on the river for some time from his designs not being approved of, and information given him? My explanation of his idleness is this: that instead of continuing the practice he commenced with, of sending in a design for a few farms, he sent in a design for a town, the laying out of which was not within the arrangement or contract under which Mr. Birmingham went to the Richmond, although it was quite within his province to send in suggestions as to any favourable site that might present itself, or to remedy any error in previous designs, and he then proceeded with his feature survey to such an extent as to send in all at once a design for seventy-two farms, or five times the number he had previously sent in one design; in this way he exhausted his feature survey, having kept back his farm designs till he had done so, and there being then some delay in consequence of the state of the postal communications, and also a little more delay than usual in the office at that time, in consequence of the chief clerk, who acted as clerk of records, being laid up, the approval of his design was not sent from the office for some considerable time after he had despatched it from the Richmond; his letter conveying this design was not answered for a month after its receipt, and probably he would not receive the answer for a fortnight more, and therefore he was kept idle; but had he sent in a design for fifteen or twenty farms at a time, and then gone on with his feature survey while that design was under consideration, he need not have been delayed at all.

126. Even after sending in a design for seventy-two farms would that prevent his going on with the feature survey? He had completed the feature survey up to the Gundurimba reserve, where the feature survey had already been done; he was told that Mr. Peppercorne had been employed, and that probably on the Gundurimba reserve he might not have any feature survey to do. If Mr. Peppercorne had not subdivided the farms he should have the subdivision of the farms, but not the feature survey. Above that again, the land had been measured under pre-emptive right for Mr. Wilson, and therefore he had no further feature survey to go on with.

127. Did you receive any communication from him with respect to the feature survey of the Gundurimba reserve by Mr. Peppercorne? Yes.

128. Complaining of his inaccuracy? There was a complaint of incompleteness in one place where a lagoon which existed on the reserve had not been shewn. Mr. Peppercorne's survey did not extend to it. Mr. Peppercorne had designed a road to pass through it. That was the principal complaint. He did complain of an inaccuracy which has been under reference to the district surveyor, and is the subject of correspondence now in the office. Mr. Birmingham explains his own case at great length in this letter. I do not know that the Committee would care to read the letter through now; it is a very lengthy one—but I think in it he states his whole case very fully.

129. Is that the letter Mr. Birmingham writes, asking your permission to proceed with the measurement of the Gundurimba reserve on the ground of the inaccuracy of the previous survey? No, this is his letter of complaint; a sort of appeal to the Secretary for Lands.

130. We have it already in evidence? Mr. Birmingham seems to be labouring under a misconception with reference to a letter which was sent to him about an allowance it was proposed to make for surveys of brush lands. In consequence of the unremunerative character of these surveys of brush lands, I recommended, in October, 1860, that surveyors employed in such surveys should be paid 50 per cent. additional on the scale, and Mr. Birmingham and one or two others employed in such country, where there was this tropical forest or brush to survey through, were informed of this in a circular letter which appears to me to be pretty plain, and which I will read to the Committee.

131. We have that already in evidence. There is evidently a misconception on Mr. Birmingham's part, because Mr. Hay, who is a member of the Committee, explained that during his term of office the arrangement was contemplated to give the surveyors an increase of 50 per cent. for measuring these brush lands, and Mr. Birmingham gave in the letter he received conveying that information to him, and evidently misconstrued its meaning; he is under the impression, and no doubt that in great measure has had to do with the misunderstanding, that it was intended to supplant his contract? So he says here. He appeared almost to refuse the 50 per cent. The letter clearly implies that he is still to go on with his plain survey.

132. It seems that there were a variety of circumstances that threw a shadow of doubt over his mind. It is given in evidence, I may tell you, that he had received information from members of Mr. Wilson's family, that some of the land within his contract was to be withdrawn from survey—the most remunerative part of the country that came within the pale of his contract? That was quite an error.

133. And I think you say yourself that there was some delay in answering his letters? There was a delay of a month in answering his letter with the design of the seventy-two farms.

134. You think about six weeks altogether? A delay of a month in the office. His letter was received on the 27th December, a time when there is not much done anywhere, and it

WAS

* NOTE (on revision):—I perceive by reference to the instructions that two miles was the distance specifically stated which Mr. B's survey was to extend from the river.

A. G. McLean, Esq.
 16 Oct., 1861.

was answered on the 30th January. I may mention that at this time there was an arrangement in the Survey Department and Commissioner of Crown Lands Department, of which I was acting head at the time, that all correspondence with the public should be conducted entirely through the Minister's Office, and that the correspondence of the head of the department should be only with the officers of the department; in fact, that the Surveyor General and Chief Commissioner should report to the Secretary for Lands, and the Secretary for Lands should communicate entirely with the public. In carrying out this arrangement some three-fourths of the clerks of the Survey Department were transferred to the Secretary for Lands, leaving some three or four to the Survey Department, of whom one was practically the chief clerk and record clerk, being the only one left that was competent for either of the offices. Having these two duties, chief clerk and record clerk, he was very much overworked, so much so that he was knocked up, and at this particular juncture he was ill. There was, therefore, some delay in dealing with the papers. The delay was not in writing the letter, because that was simply a copy of what I had directed to be written; but in the recording of it, and preparing the case for consideration, which, under ordinary circumstances, very often takes three or four days. When a letter comes in any subject that has been before treated of in the office, the practice is to find all former papers bearing on the subject, and place them with the new paper; and at this time, when the record clerk was absent, as I have explained, there was no one competent to do this duty efficiently, and letters were therefore delayed for a considerable period; I have no doubt this one was delayed for ten days or a fortnight before it ever came to me.

135. *By Mr. Shepherd*: You have no complaint to make of Mr. Birmingham? None, of his work; he is a very accurate surveyor, and I believe quite a conscientious man. I believe he would not send in an incorrect survey, or fudge his work for the sake of saving himself trouble. He is a very conscientious man, but very eccentric.

136. Did you approve of his design? Yes; his design for these seventy-two farms was a very judicious one.

137. The letter approving of it did not reach him before he had left? No; he had left the river. When the papers came to me I marked it very urgent; and my memorandum was written on the 29th January, and the letter to him on the 30th, so that there was no great delay between the time I acted on it and the time the letter was despatched.

138. What time is generally required to convey letters to and fro? They go by the Clarence River, overland from the Clarence River; and it seems this letter of Mr. Birmingham's is dated 8th December, and did not come in till the 27th December—nearly three weeks. I think that is an unusually long time, and it may have been written some days before it got to the Post Office at Casino. It was a matter of some consequence to Mr. Birmingham; and as he was personally cautioned that the postal arrangements were uncertain, it was his business to have seen that there was no greater delay than could be avoided resulting from the course of post.

139. Was it long after you had written, confirming his plan, that you heard he had left the river? I can scarcely say, from memory; but I think the letter written to him was returned through the post a long time afterwards.

140. Did Mr. Birmingham make any immediate application to you after his having left? After his coming to Parramatta?

141. Yes? Well, I cannot be certain of that; I will just look at the papers a moment. (*Witness did so.*) This is the letter to him, on the outside of which I find the following endorsement, "Left the river with instructions to return all Government letters. W. P." This came back on the 3rd May.

142. *By the Chairman*: It was written in January? Despatched on the 30th January; this note I suppose is by the Postmaster at Casino,* but he does not put any date unfortunately.

143. *By Mr. Shepherd*: After having approved of Mr. Birmingham's designs, and ascertained that he had left the river, would you have taken him on again? I proposed not very long since to take him on again, with the view of saving to the Government the money which had been advanced to him, allowing him to work it out.

144. *By Mr. Hoskins*: Is he in debt to the Government? He is; the amount advanced little more than provided his equipment, and it was not expected he would repay it for some time.

145. *By Mr. Shepherd*: He would have worked it out? Yes, of course the object of the Government was to employ him sufficiently to enable him to support himself in the meantime, but to work it out eventually, which I have no doubt he would have done if he had completed his survey. I see he writes from Parramatta in April, 1861.

146. Notifying his having left the Richmond? No; that is not the earliest letter from Parramatta. He had been to see the Secretary for Lands when he came to Sydney in the first place, and Mr. Robertson was under the impression that he was intoxicated, but he got a medical certificate to shew that he was not. I believe he was only excited; he is a very eccentric man. With reference to his being further employed I may say that in July last I proposed to Mr. Robertson that he should be allowed to finish his contract, with a view of giving him an opportunity of working out his debt to the Government. (*Witness read the letter.*) The regulation here referred to about copying plans in the department was one made by the Secretary for Lands in opposition I may say to my advice, but Mr. Birmingham having taken it into his head that I am a special enemy of his, seemed to imagine that it had been made by me and personally to affect him. I allude to the regulation charging a fee of £5 a year to each surveyor seeking the privilege of access to original maps and field books, to make tracings.

147.

* NOTE (on revision):—It reached Casino on the 15th February, as per post mark.

147. *By the Chairman*: In the event of a surveyor requiring to make a tracing only on one occasion, he would have to pay £5? Yes. I opposed it, partly thinking it might give a monopoly to a few, and partly, because it might be inconvenient to the office that certain individuals should have the power it would seem to give them, to come to the office and demand to see certain plans, and room to make tracings. Mr. Robertson approved of the proposal I made for the re-employment of Mr. Birmingham, and he was informed that he might complete the subdivision he had designed, and of course that would have led to his completing the whole of the surveys, and possibly to his being continued in the employment of the department; but he declined it, because he said it was a partial offer, and he required compensation for his loss of time.

A. G. McLean,
Esq.

16 Oct., 1861.

148. *By the Chairman*: It was not clearly understood that he was to be resumed in his former position to effect the original survey he was sent to execute? No, but these seventy-two farms formed a very considerable portion of it, and the principle being admitted that on his retracting some of his improper letters he would have been again employed.

149. It was quite reasonable for Mr. Birmingham to suppose, that his being reinstated to do this work might have had the sole effect of giving him occupation until his debt was worked out?

150. *By Mr. Shepherd*: That was the object I understood? Yes, that was the reason; there was no other object in the Government employing Mr. Birmingham again but that he should work out that debt. However, if he had said, give me the whole original contract or so much more as will afford me some compensation for my loss of time, the matter, I think, would have been arranged.

151. Did not Mr. Birmingham make such an offer? In his last letter.

152. I think we have it in his evidence that he would resume his work on certain conditions—some compensation for his loss of time? Not that I admit that he deserved any remuneration for his loss of time, because, as I have explained, it was his own fault.

153. *By Mr. Hoskins*: What is there particularly offensive in Mr. Birmingham's communications—is it the style, or the language used? This (*referring to a letter*) is his first letter, a sort of appeal to the Secretary for Lands, in which he recounts, almost *verbatim*, a good deal of a conversation that he had with me on the subject of the contract.

154. Did he shew a want of respect? I certainly think he did. (*The witness read passages from the letter, which he considered offensive.*)

155. Is that letter to you? It is addressed to me, but with a request at the top that it may be immediately laid before the Minister for Lands.

156. Was it his duty to address all communications to you? Yes, but of course he had a right to appeal to the Secretary for Lands.

157. I suppose you consider it an unusual proceeding to write to a subordinate clerk on official business, as it appears from that letter he had done? Merely to make enquiries he might do it; but he had no right to mention it afterwards in an official communication, or to say that I had sent him such a message as that to which he alludes. However, this is not so objectionable as it is irrelevant and unofficial. Some of his other letters are more offensive. The letter he published in the papers about the fees charged to surveyors for making tracings was much more offensive in its tone than any of the official letters.

158. Do you really think Mr. Birmingham an efficient officer? Yes; he is certainly a qualified, pains-taking, and conscientious surveyor.

159. Do you believe him to have been a pecuniary loser? He had nothing when he commenced, and nothing when he left off; his labour would be thrown away no doubt.

160. *By the Chairman*: The same means that prevented Mr. Birmingham from knowing whether his design was approved of or not would also prevent him from knowing the cause of the delay in communicating with him from your office? Yes; but he must have expected some delay in the office. At that time I was acting as Chief Commissioner of Crown Lands, and I had a great many things of quite as much importance as Mr. Birmingham's to attend to. It is impossible in any large department to be up to the day, unless you have a staff so large that a great many of them will often be sitting idle, and ready to be at once applied when a mass of business comes in. Therefore a delay of a fortnight or three weeks would not be an unreasonable delay in dealing with his letter. He should have expected at least a fortnight's delay in the office, besides the postal delay, which it was his interest and his duty to make himself acquainted with. As it was, there was a fortnight more delay than usual, owing to the illness of the chief clerk, as I have explained.

161. Are you aware that Mr. Birmingham received communications from your office, on matters not relating to this particular survey, in the mean time—one or two; I think one had reference to birds being procured for the aviary in Sydney? Yes, that was a circular letter directed to be sent to all the surveyors, requesting them to take any opportunity they might have of securing birds for the aviary, it being thought that, from their position, they would be able to lend some assistance in that object.

162. You say you had no occasion to find fault with Mr. Birmingham's work as a surveyor? Not with his work.

163. And you admit that he had a right to expect, from the understanding between you, that he had the survey of the river from the junction to Lismore? *Yes, so long as his surveys were satisfactory and his conduct becoming. Of course there were circumstances which might have justified the Government in breaking the contract or arrangement. I attribute the whole difficulty to his want of judgment in not sending in a small portion of the design at a time, and keeping some work in advance, and to his assuming at that distance
from

*NOTE (*on revision*):—This answer must be qualified, the work beyond Gundurimba not being within Mr. B's instructions.

A. G. McLean, from Sydney, and with uncertain postal communication, that he would have a reply almost immediately, to his letter. He had surveyed up to the Gundurimba reserve and had no more feature survey to do, and I think he must have been idle from the day that he despatched this design until the reply would reach him.

A. G. McLean,
Esq.
16 Oct., 1861.

164. With reference to the charge in your office for inspecting maps, what was the original charge? There was no charge before. The arrangement was that any respectable surveyor had access to the originals, and the Surveyor General exercised a discretion as to whom he would allow to see them. Any one was allowed to make tracings, but old originals and field books were only accessible to a few old surveyors. In fact, excepting to a few of the very old surveyors, it would cost more trouble to find out anything from the old field books and old originals than the information gained would repay. I think perhaps it may be desirable to append to my evidence the two reports on the subject of Mr. Birmingham's case, that I have made; perhaps they will shew more clearly than I have done verbally the whole case. One is a report to the Secretary for Lands on Mr. Birmingham's first appeal to him, and the other is my letter to the Secretary for Lands, dated 5th July, 1861, with marginal memorandum on his letter. Possibly also it may be well to append, although it never reached him, my letter in reply to that long letter of his, his first appeal to the Minister, which was enclosed in the same cover with a formal approval of his design for the seventy-two farms.

165. You can supply copies, I suppose? Yes. I should desire to do so that the Committee may see the spirit in which I met his appeal.*

A.

Surveyor General's Office,
27 February, 1860.

Sir,

In reference to your letter of the 23rd instant, No. 1, I have to request that on your arrival at the Richmond, you will commence a traverse survey of the north bank of the river, at the south boundary of the "Reserve," at the junction of the north arm and main river, and carry it up to that junction; thence along the east side of the north arm to the northern boundary of the Reserve, determining, wherever practicable, by angles and bearings, the relative position of the opposite side of the river; and that you will then traverse all creeks, lagoons, swamps, or other obstructions to the adoption of a regular design for farm portions, within two miles of the portion of the river surveyed; and having plotted your surveys you will then make a design for the subdivision of the land, giving your special attention to the selection of the best lines of road for future traffic, both along the river and from back lands to it; as also to the necessity of reserving spaces for wharfs at the extremities of roads terminating on the river.

2. The portion to be designed should be of areas varying from 40 to 80 or 100 acres. They should be so designed as to embrace in each a fair proportion of available land to divide the river frontage amongst the largest number of conveniently shaped portions, and, subject to these conditions, and to the direction of roads, they should be, as far as possible, rectangular, and have their boundaries, where no reason exists for their being otherwise, directed to the cardinal points.

3. Having completed this design, and transmitted it to me for approval, you will proceed to survey, in a similar manner, the river and features near it, from the northern end of the first survey to the surveyed lands at "Gundurimba," measured by Mr. Peppercorn, and to design it—exclusively, of course, of the pre-emptive purchase measurements within it—for subdivision.

4. You will be at liberty to make the usual charge for linear measurements for the surveys referred to, but in payment for the future measurements which you may make of the land for sale, a deduction will be made for all river trace, and other linear measurements which may form boundaries of portions to be measured.

I have, &c.,
A. G. McLEAN,
A. S. G.

Mr. Licensed Surveyor Birmingham.

B.

Surveyor General's Office,
Sydney, 30 January, 1861.

Sir,

I have to acknowledge the receipt of your letter of the 10th ultimo, No. 23, and in doing so I must express my great surprise at the tone and character of that communication.

The letter is principally or wholly founded on the circumstance communicated to you by circular, that you would for the future receive an additional remuneration for any portion of your surveys which might lie within the dense river brushes of the locality in which you are surveying, and as an assumption for which there are no grounds in the circular, that in conceding to you the advantages resulting from this arrangement without application on your part, it was intended to deprive you of a large and remunerative portion of the survey, for the performance of which you proceeded to the Richmond.

Your letter addressed to myself, but with a request in its heading that it "may be immediately placed before the Minister for Lands," contains an unnecessarily detailed statement of the circumstances in which you rejoined the department, with allusions to messages through members of this department, which of course cannot be recognized as official, and to which you are not warranted in referring in official correspondence.

The whole letter is obviously an appeal to the Minister against an injustice to which you suppose yourself to have been subjected at my hands, but which you might at once have learned by a letter of inquiry from me, had no existence. While every individual in a public department has an undoubted right to appeal to the Minister to whom the department belongs, against any decision or action of the head of that department, it is necessary to the well-being of the public service that when such an appeal may

*MEMORANDUM (after revision):—I enclose, as Appendices, copies (1) of the original instructions to Mr. Birmingham, dated 27 February, 1860, A; (2) of my letter in reply to Mr. Birmingham's letter of appeal to the Secretary for Lands, dated December 10th, 1860, B; (3) of my report, dated 5th July, 1861, to the Secretary for Lands, on the subject in question, C; (4) of my letter to the Secretary for Lands, dated 5th July, 1861, D; and (5) copies of my marginal memorandum on Mr. Birmingham's letter of 21st May, 1861, E, which was returned to the Secretary for Lands in letter No. 4.

A. G. McLEAN, 22 Oct., 1861.

may be made on insufficient grounds, the appellant should suffer the penalty of having made a ground-
less accusation against the officer under whom he may serve, even should that penalty amount to a
removal from the service; and this principle applies with greater force to an officer temporarily
employed as is a licensed surveyor.

It is not, however, my desire to remove you from your position, or to make any change other
than that provided by the circular relating to Waste Lands, in the arrangement under which you have
been employed; and I have, therefore, not forwarded your letter, as you requested, to the Secretary for
Lands, but I must caution you that I cannot, with due regard to the position which I occupy, or to the
conduct of the department, permit such communications to be addressed to me, and I would express a
hope that you will yourself now perceive its impropriety.

A. G. McLean
Esq.
24 Oct., 1861.

Mr. Licensed Surveyor Birmingham.

I have, &c.,
A. G. McLEAN.

C.

Blank Cover Report in Mr. Birmingham's letter of 10th December, 1860.
61,925.

MR. BIRMINGHAM had no specific contract, but he was informed that he should be employed in the
survey of the north arm of the Richmond River, from the main river upwards, and in the division into
farms of the available lands on its banks; and he was supplied with an advance of £150 to enable him
to undertake the work, with which he proceeded until the receipt by him of a circular letter, of which a
copy is enclosed (marked A) informing him that for all surveys which might be made through the
tropical forests on the river he would be allowed an additional 50 per cent., thus so far improving his
position.

Mr. Birmingham, labouring under a strange misconception that it was intended to deprive him
of all the surveys with which he was to have been entrusted, save that through such forests, addressed
to me the enclosed intemperate and scarcely rational letter, marked B, to which I, as early as the
pressure of other business admitted, returned the reply, marked C, prior, apparently, to the receipt of
which by Mr. Birmingham, he addressed to me the enclosed letter, marked D.

Mr. Birmingham has thus thrown up the surveys on which he was employed, partly under a
misconception for which there were no grounds whatever, and partly through delay in the receipt of
instructions, as hereinafter explained, and in doing so has seen fit to commit himself to statements and
remarks so improper and incompatible with his position, as to preclude his further employment in the
department.

The office not being in possession of any correct representation of the course of the north arm
of the Richmond River, Mr. Birmingham's directions were to make a survey of the north arm of the
Richmond, and of the features of the country adjacent, and to lay out into portions of from 40 to 100
acres, the available land which might be included within the survey. It was considered desirable that
Mr. Birmingham should submit for approval the designs which he might propose for the subdivision of
the available lands; and as on account of the uncertainty of the post to the Richmond, it was thought
that this would entail some little delay, he was instructed, with a view of economizing his time, to
proceed with portions of the feature survey, and to submit for approval the designs he would propose
for the available lands within such portions, and during the time which might be occupied in obtaining
the approval of the designs, to continue the feature survey.

Mr. Birmingham acted on these instructions in the first portion of the work, but latterly by
completing a great proportion of the feature survey without submitting the necessary designs for farms,
left himself unprovided with work. The only shadow of complaint which I can perceive that Mr.
Birmingham can urge in the matter, is, that his letter of the 8th December (marked E), which was
received on the 27th of that month, was not replied to before the 30th January. This delay occurred
partly from the absence, from illness, of the then chief clerk, and partly on account of the considera-
tion whether the writer of such a letter as the very improper one above referred to (marked B) should
be further employed at all in the Department.

Mr. Birmingham's claim to compensation is, I consider, wholly untenable; and I can only
express my regret, that by employing such a person, the public should be subjected to some loss in the
advance which has already been made to him.

A. G. McLEAN.

B.C., 5th April, 1861.

D.

(No. 61-618.)

Surveyor General's Office,
Sydney, 5 July, 1861.

Sir,

In returning Mr. Birmingham's letter, forwarded by your blank cover of the 23rd May
last, I beg to draw attention to the marginal memoranda which I have inserted, and which may serve
as replies to, or comments on, the only portions of his letter which appear to me to be relevant to the
question, or deserving of reply.

2. I beg to enclose a letter to me by Mr. Birmingham, and dated 10th May, 1861, expressing a
desire to have an interview, with my memorandum for a reply, (and which I trust the Secretary for
Lands may consider a proper one under the circumstances,) but which was not forwarded after being
prepared for signature, for the reason set forth in my memorandum on the unsigned letter also enclosed.

3. Although there is no present demand for land on the Richmond River, as I infer from the
circumstance that of the fifteen farms measured by Mr. Birmingham at the junction of the Mai River
and North Arm, not one was bid for when put up to sale. I think it desirable with the view of
obtaining value for the advance of the £150 made to Mr. Birmingham, that he should be allowed to
complete the surveys of the lands which he has designed; and had he acted, as requested by the letter
above mentioned, which I withheld, I should have seen him, and probably have proposed the completion
of the work.

4. Although, however personally perfectly regardless of what Mr. Birmingham may say or write
about myself, it does not appear to me that, consistently with the well-being of the public service, any
terms can be offered to Mr. Birmingham until he shall have made the fullest apology for the gross
improprieties contained in the official letters herewith, and in a letter published by him in one of the
daily papers, and which I enclose.

5. I think that I may fairly now ask a decision at the hands of the Secretary for Lands as to
the propriety of my conduct in this matter; and request that I should not be called upon to expend
any more public time in reporting on, or in replying to, further communications which Mr. Birmingham
may make.

I have, &c.,
A. G. McLEAN.

Under Secretary for Lands.

Marginal

E.

Marginal Memo. thereon by the Acting Surveyor General.

There is no desire to ignore or deny the agreement which Mr. Birmingham is so anxious should be called a contract, but rather to carry it out, that the £150 advance may be repaid or worked out. (See admission scored in my B.C. of 5 April.)

There was to be no compensating or counterbalancing reduction; but, as will be seen from the enclosed extract of the letter referred to, Mr. Birmingham was not to be paid for surveys of farm boundaries, for which he had already been paid as linear measurement in feature survey.

This telling "in effect" that Mr. B. is to give up his right to survey the two largest plains, &c., consists in the circular letter enclosed in my B.C. of 5th April, and marked A, which not only says nothing of the plains not being measured, but clearly itself implies (*see portions scored*) that the subdivision is to extend *beyond* the brush or forest, and therefore over the plains.

The delay in dealing with the town design was not material. I could not approve of it as a whole, but required the opinion of the district surveyor, after inspection of the locality, before arriving to a conclusion in regard to it. The delay of a month and three days in dealing with the farm design, I have already explained. The postal delays Mr. Birmingham should have been acquainted with, and made allowance for, in sending in his designs.

I have no desire to deny this, but it has, of course, no bearing on the fact alleged, that the office was not in possession of any correct representation of the course of the north arm of the Richmond River.

Although this survey has less traverse, &c., than others, it embraces a design for 72 farms, while the first had a design for 15 only. Had Mr. B. made feature survey, and sent in design for 20 or 30 farms instead of 72, it is probable that he would have been subjected to no delay.

A. G. McL.

5 July, 1861.

Extracts from Mr. Birmingham's letter of 21st May, 1861.

In reference to the Acting Surveyor General's Report, 61/925, I will, in justice to myself, make a few remarks—"Mr. Birmingham had no *specific* contract." From this it would appear (believing the adjective *specific* to be meant) that there is an evident desire to ignore the contract, and that I cannot by any means prove that which makes a thing of the species of which it is.

The Acting Surveyor General cannot recollect my asking to go upon salary to do the survey, and his reply—"The Government have nothing but a contract to offer you, &c."—and stating the terms £2 per mile for linear measurement, the licensed surveyors' scale of fees for farms, less some portion of the profit to be made by that scale (as the Acting Surveyor General there stated) "to counterbalance the large profit that would otherwise be derived by one from the plains;" but, lest I should forget these terms, he took the trouble of afterwards attaching them to a detail letter 60/299, of February 27th, 1860, bearing or rather relating to my contract.

"Mr. Birmingham, labouring under a strange misconception, &c." Now the fact is, that there is no ground for this part of the Report, which is incorrect. What I wrote was thus, (first)—"I am *in effect* told I must give up my right to survey the two largest plains." Again, in the same letter, I wrote thus—"I respectfully ask, what would be my position, relative to this contract, was I to give up my right to the very body and soul of the work, *in so far as I have gone*, and which is now upon tracing No. 3?"

Tracing No. 3 did not represent *all* the plains, &c., of my contract, therefore the Acting Surveyor General invents "a strange misconception."

There appears to me nothing irrational in any contractor pushing or trying so as to get into his hands an approval—a working order—to proceed with the survey of plains that would be very profitable to him, especially after emerging from a dense and unprofitable jungle, or scrub, and a quarter of a year or so of time having then elapsed since the representation of his design was sent to his employer's Minister, and there would not be anything irrational in such a Minister taking upon himself the trouble of giving an answer bearing practically upon the subject he was spoken to about; it would be, as I think, a culpable thing to allow the business to stagnate for three or four months, as appears, by not informing the contractor that a certain *part* of a certain tracing should be altered; or he might, without impropriety, put his shoulder to a good work, *i.e.*, Mr. Forster's, "the Government are anxious to open up the north arm, &c.;" but to blame a contractor for the delay is irrational, when a previously received Acting Surveyor General's letter 60/1098, of July 16th, 1860, states—"As I see no reason to alter the design shewn, &c.," thereby leading to the rational conclusion that alterations would be made so soon as found necessary.

In the Report I am replying to I find these words: "As to preclude his further employment in the department"—was mine not employment *by* the department? Again, "the office not being in possession, &c." Does the Acting Surveyor General mean to deny his opening words to me about this matter?—"The Government (Mr. Forster's) are anxious to open up the north arm of the Richmond River by a farm survey, for the purpose of settlement, &c."

The third and last feature survey made by me has actually the smallest quantity of linear miles, only twenty-six and one-half miles (26½ miles.) Mr. McLean says, I was instructed to "continue the feature surveying during the time which might be occupied in obtaining the approval of the designs"—well I did so, to wit, west side of tracing No. 3, at a sort of quarter speed; in his Report he seems to blame me for this continuation of the feature survey, and tries to exculpate himself by saying I had not transmitted, or rather "submitted the necessary designs for farms." Now the fact of the matter is this, that I defy the Acting Surveyor General to produce any one of my three tracings without a design for farms appearing upon each and every one of them. Also, by taking the three tracings collectively, to shew to the contrary of this, that the three tracings embraced in farm design all the acreage did upon the feature surveying, and that an answer could be given by him and received by me during the time I remained upon the Camps 1 and 2.

THURSDAY,

THURSDAY, 24 OCTOBER, 1861.

Present:—

MR. BELL,		MR. FORSTER,
MR. CUNNEEN,		MR. SHEPHERD,
	MR. WALKER.	

JOHN LACKEY, ESQ., IN THE CHAIR.

A. G. McLean, Esq., called in and further examined:—

166. *By the Chairman:* You have been already examined in reference to the contract, or the supposed contract between the Government and Mr. Birmingham, but there are some questions that Mr. Birmingham wishes to put to you, through the Chair, by which he hopes to elucidate the misunderstanding between himself and the Survey Department. The questions I shall put, will, therefore, be those made at the instance of Mr. Birmingham. In your evidence you have already stated that Mr. Birmingham performed his work in a satisfactory manner until he left the river? I have.

A. G. McLean,
Esq.
24 Oct., 1861.

167. Did you say to Mr. Birmingham, previous to his going to the Richmond River, that there would be no stoppage of his work, in these words, "There will be no stoppage; while you are going on with your second part I will send you your first, and so on through your contract?" I cannot say whether those are the exact words I used, but such was, no doubt, my intention. I desired that he should experience no unnecessary delay. My evidence shews that.

168. You told him that there should be no stoppage of his work? I did I believe—no delay on my part.

169. Did you tell him that the Government had sufficient confidence in his surveys, and that you had no doubt whatever, but that whatever he recommended would be adopted? You allude to his designs?

170. Yes? Then I could not have told him this. I could not have said that all his designs would be adopted, as, for instance, the design for a township. That was not adopted.

171. Did you say, previous to Mr. Birmingham going to the river, that the Government had so much confidence in him that you were sure that anything he recommended would be approved of? I cannot recollect whether I said anything of the kind; but I can hardly think I could do so, because if I thought there would be no doubt whatever about the adoption of his designs, there would be no necessity for me to call upon him to send them in, since he might as well go on with his work at once, and so lose no time.

172. Did you acknowledge the receipt of Mr. Birmingham's letter, No. 7, from the Richmond—do you recollect his letter, stating his intention to propose the formation of a township? I do not recollect it, but probably he did so. If the receipt was acknowledged it will be in evidence, I presume.

173. Are you aware, as a matter of fact, that many of the town sites on the Richmond have been selected with bad judgment? That is a matter of opinion rather than of fact.

174. Has it been represented to you officially that the town sites have been badly selected, so much so as to be liable to inundation in time of flood? There are, I think, only four towns on the Richmond River. There is one (Casino) at the head of the navigation of the main arm at the first crossing-place; there is one (Lismore) at the head of the navigation of the north arm; one (Ballina) at the entrance from the sea; and there is the village of Gundurimba, also on the north arm. I am not aware that it has been officially represented to the department that any of these sites have been badly selected. There is also the township of Codrington—that, possibly, may not have been a very judicious selection with regard to site.

175. Are you aware that some of the town reserves on the river are subject to inundation? I do not think that there are any town reserves on the river.

176. Were you in communication with Mr. Gerard, Mr. McKellar, and Mr. Wilson, relative to a survey of the north arm of the river with regard to the withdrawal of any portion of the land, then in course of survey, being withdrawn from sale, or with regard to any question of that kind? I am not aware of any such correspondence. Mr. Wilson had several purchases of land under his pre-emptive right, and there were frequent communications on the subject between him and the department. Mr. McKellar had also some purchases of improved allotments at Gundurimba, and he may have also corresponded with the office. I am not acquainted with Mr. Gerard, nor do I know whether he has any property on the river.

177. Have you written to any one saying that the plan upon which the Gundurimba reserve was plotted would not be acted upon, and that the allotments, as then set forth, would not be put up for sale; or have you stated anything of the kind in conversation with any person? I have no recollection of having done either the one or the other.

178. Did the present Minister for Lands give you any particular instructions relative to the survey of the north arm of the river? I am not aware of any particular instructions having been given in relation to it. There were communications received at various times in reference to land claimed under the pre-emptive right, in virtue of licenses held, and which land was withheld from sale, on the principle laid down by Mr. Robertson, of not allowing any claim where more than * 25 miles of area was demanded. But besides this, the principle had no application in the present case, since it referred to lands between Gundurimba and Lismore.

179. *By Mr. Walker:* How much did the Government give altogether to Mr. Birmingham? By way of advance?

180.

* Revised:—640 acres were applied for out of 25 square miles of leasehold.

- A. G. McLean, Esq.,
24 Oct., 1861.
180. No, altogether? He has been paid for some of his work, but I cannot say how much. No part of the advance made has been stopped from him, but he was paid in full for all work done in order that he might have funds to carry on with.
181. The advance made him in the first instance was £150? Yes.
182. And you cannot say how much more he has received? I cannot say positively, but I can ascertain.
183. All we want is just a rough idea of the amount? Well, at a rough guess, to which I do not at all bind myself, he may have received £300 for work done, beyond the £150 advance. But I do not say that the amount I have named is correct, even within £100.
184. When did he first commence work? Probably about March or February, 1860.
185. And when did his work terminate? The letter, dated 30th January, from the Survey Office, and directed to him, reached the Richmond River after he had left there.
186. Then you consider him in debt to the Government now for the advance made to him? There is no doubt but that he received an advance which was to be repaid, and that such advance ought to be repaid. It is then almost the whole question at issue between Mr. Birmingham and the Government, whether he is in debt to them or not. We say that he is, whilst he considers that the Government is in debt to him.
187. Did you consider that he would work out the advance made to him? He has been paid for the work he has done at the scale of prices agreed upon, the Government having stopped nothing, in order to give him the means of carrying on.
188. Were the plans that he furnished used in any way? Yes. They were approved of, and are available in our office now.
189. I think you have stated that the Government were even now willing to take Mr. Birmingham into their service to work out the sum in which they consider him to be indebted to them? Yes.
190. Was it intended to employ him only until such time as the amount due should be worked out or was he to be employed regularly? It was certainly proposed that the sum should be worked out, but it was never intended by me, at all events, that he should merely work out, the money and then cease to be employed. It was hardly likely that I should entertain such an idea.
191. Were the Government willing to give him a permanent engagement? No; that was not intended; but it was my intention, when proposing to re-employ him, to give him such work in the service as would enable him to work out the money, and that would give him a gain equal to what he would have made under his original contract. It was never contemplated, however, to compensate him for the delay of which he complains, and for which he claims remuneration.
192. *By Mr. Forster*: Were these lands upon which Mr. Birmingham was employed ever surveyed before under a contract? No. There was a species of boat survey made by a salaried surveyor, but the lands on the banks were never surveyed.
193. It was not then a portion of the land surveyed a long time ago? No; what you allude to is some land that was surveyed some years ago on the Clarence. That survey has become unavailable because none of the portions were marked out in blocks of less than 640 acres. The greater part of the available land was in larger areas.
194. *By Mr. Walker*: Can you state whether or not the Government are now willing to take Mr. Birmingham into the public service? I can only say that the Secretary for Lands approved of my recommendation made about two months ago, that Mr. Birmingham should be so employed, and I have no reason to believe that he has changed his mind since then.
195. *By Mr. Bell*: Would not Mr. Birmingham have gained a very considerable sum by the part of the land that was still left him to survey? Yes; there was a part of his plan upon which he would have made a very good profit. I am aware that the first part of his work was not remunerative, and it was on that account that no stoppage was made in his payments, as we wished him to have the means of carrying out his work.
196. And you were willing to take him back into the Government service, in order that he might work out his debt? Yes.
197. You say that he is indebted to the Government and not the Government to him? I say so, but I am aware that that is the question now in dispute between us.
198. But, by reason of his contract with the Government not having been carried out, he has been a very large loser? No doubt; but then the question will depend entirely upon whose fault it was that the contract was not carried out. It is that, I presume, that the Committee has been appointed to inquire into. If it was by his fault that the work was put a stop to, why then, I presume, that he deserved to lose as he had done; but, if it was by the fault of the Government, then he is entitled to compensation for his loss.
199. But in surveying the land, out of which he made nothing, he had been given to understand that he would have to survey also the piece of land out of which he could have made a profit—that would have repaid him for the other? Yes, no doubt; and it was so understood in the office, that being the reason, as I have said, why no part of his debt was deducted from the payments made to him. We knew that that was not a productive part of his work, and we waited until he got to the more remunerative part, before asking repayment of the advance.
200. He has been paid up in full for all the work he has actually done? He has.
201. And if it is shewn that the contract has been broken by him he will be still in debt to the Government? Exactly.
202. *By the Chairman*: Do I understand you to say that Mr. Birmingham understood that he was to have the survey of the whole country of the north branch, up to Gundurimba? Yes; but I did not know at that time whether Gundurimba had been subdivided, and I most likely told him that if it were not, he should have the work to do. His official instructions, however, were, that he should survey up to Gundurimba.

203. And how much did he survey? He made a general survey to Gundurimba Reserve, A.G. McLean, Esq. and sent in also a detailed survey of fifteen farms, which he marked out.

204. And how did he come to cease working; what were the reasons for his terminating the contract? As far as I can understand his reasons, from his communications with our department, they were, that the instructions to him to proceed with the survey of the seventy-two farms did not reach him for a very long period; that he was thus left idle; that he could not remain there longer under such circumstances; and that he consequently left. 24 Oct., 1861.

205. *By Mr. Bell:* Do you think that, under the circumstances detailed, he broke the contract? The question is, by whose fault it was that he was left so long without instructions.

206. *By the Chairman:* Was he left longer without an answer to his communications than is usual in such cases? My evidence previously given explains this very fully. There was certainly a great delay in the postal communication. The letter took three weeks to come down to Sydney; and there may have been another three weeks consumed in the reply going back. Beyond that, there had been a month's delay in Sydney. A letter of this kind, which has to be referred to so many persons, may ordinarily take three weeks before it can be replied to, but as I endorsed it "Urgent" I presume it was hastened through, and might have been replied to in perhaps a fortnight; then a fortnight additional was caused by the illness of the chief clerk of the department, or perhaps by some extraordinary pressure of business upon the office.

207. *By Mr. Walker:* Do you think it fair that Mr. Birmingham should be made to suffer for either of these causes? A licensed surveyor who understands his business well, ought so to lay out his work as to provide that he shall always have something to do, and that, whilst he is waiting for instructions upon one part of his work, he shall have other work to go on with. He was warned both as to the uncertainty of the post, and as to the delay that sometimes occurred in the office. Persons who have communications with our office know that in consequence of the many references that have to be made of them, from one branch of the Lands Department to another, replies are sometimes delayed for more than a month.

208. *By the Chairman:* Was the reply in this instance kept back from a postal or from a departmental delay? There was an actual delay of, say a fortnight, in the department, over and over what is ordinarily required; but that has been fully explained in my evidence of the other day.

209. And do you think that had Mr. Birmingham gone on with the survey, the latter part of the work would have been far more profitable than the former? It would have been far more so than the earlier part of the work.

210. He did the most difficult part of the work? Yes, I think so.

211. And that which remained for him to do has still to be done now? It has.

212. Are you aware of the whole time which elapsed from the period of his sending in his last feature survey, to that of his leaving the river? I am not, nor can I give any idea of it, not knowing the date when he left the river.

213. In his evidence he says that five months elapsed from the time he wrote to the Survey Department, enclosing his feature survey, until the time he left the river, and that then he had received no answer to his communication? I cannot see how that can be, since the 8th December is the date of his last letter to the department, and that was answered in January.

214. He says that the letter he alludes to as not having been replied to was dated in August? Then that was the letter enclosing the town design. That was not approved of, and it was not thought worth while to communicate with him on the point, as it was not intended to act upon the design.

215. *By Mr. Shepherd:* But the design of the seventy-two farms was approved of, and he would have been able to carry out that work if he had remained? Certainly. The reply is dated in January, and reached Casino some time in February, though the exact date is illegible on the post-mark.

216. *By the Chairman:* That letter arrived at Casino after Mr. Birmingham had left the river? Yes.

217. With regard to the letter No. 7, did you answer that at all? That is the letter enclosing the town plan?

218. Yes? Unless to simply acknowledge the receipt of it, I am not aware that I did.

219. *By Mr. Cunneen:* Do you consider that the Government really only kept him waiting a fortnight longer than usual? Yes, that is all, as far as regards the authorizing him to proceed with the measurement of the seventy-two farms.

220. But in any communication with him was there ever a delay of more than a fortnight in replying to him? No, I think not. At the same time I would not fix the term arbitrarily at a fortnight. I would not say that there has not been a delay of three weeks or a month; because in a public office, where so many references have to be made, it is impossible to fix a precise time for replying. I can say, however, that there has been no such delay as that which he complains of.

221. There has not been a delay of more than three weeks or a month in answering his communications? No, not those with reference to the farms.

222. But the letter in respect to the township? That was not answered at all, as the subdivision of a township formed no part of his instructions.

223. *By Mr. Bell:* Could he, in accordance with his instructions, go on with any new work after sending in his plan for the seventy-two farms, and whilst waiting its approval? He could not. He had then done all that he had instructions for.

224. *By Mr. Cunneen:* Then there was no delay beyond a fortnight on account of this particular work? No, not on account of conveying him the authorization to continue the survey of the seventy-two farms. 225.

- A.G. McLean, Esq.
24 Oct., 1861.
225. *By the Chairman*: Was that the letter of August 7? No; the letter I refer to was written some three weeks before the 22nd December, when it was received at the Survey Office. It was answered on the 30th January.
226. Mr. Birmingham says that he sent in a recommendation for a town six months previous to leaving the river? I cannot say anything as to that, but I can get the date of that recommendation by a reference to our books.
227. Up to the time of his leaving the river he received no reply to that recommendation? No; not unless it was an official acknowledgment of its receipt.
228. If you thought him mistaken as to the meaning of the words which he says you used to him, that "whatever he recommended would be adopted," why did you not tell him so, in order to save him the trouble of writing his letter No. 8, and of making the tracings enclosed in it? I should like to know where he got those words, that "everything he recommended would be adopted." It is certainly not from any written statement of mine; neither did I ever say to him that everything he sent in would be adopted; though if I had done so in a private conversation with him, it should have been regarded as strictly in confidence, and ought not to have been used¹. But if all his recommendations were to be adopted, where would be the necessity for his sending in designs at all.
229. Did you ever state to Mr. Birmingham that the district surveyor had nothing at all to do with him? I could not have said so, because most indubitably the district surveyor would have had to do with him if he had chanced to visit that part of the country during the time Mr. Birmingham was employed there. At the same time as the district is a very large one, Mr. Birmingham might very probably have completed his work before the district surveyor reached there.
230. Did you approve of the two designs for farms that he sent in? I did.
231. Did you state to Mr. Birmingham that you would write to the district surveyor to say that Mr. Birmingham's work being a contract, the district surveyor was to have no control over him, and that all his correspondence was to be conducted direct with Sydney? Who was the district surveyor alluded to?
232. Mr. Henderson? I think it highly probable that I may have told him that I would write to Mr. Peppercorn, instructing him not to interfere with Mr. Birmingham's work; but it is highly improbable that I should say I would write to the district surveyor to inform him that he had nothing to do with Mr. Birmingham, because, from his position, the contrary must be the case. At all events, I certainly have no recollection of having said anything of the kind.
233. You attribute his being delayed to sending in too large a plan at once? Yes; by doing this he worked up all his land, and had nothing to go on with pending the consideration of his plans. If he had sent in plans for fifteen or twenty farms at a time he could have gone on planning others whilst the first were under approval.

Mr. F. W. Birmingham called in and further examined:—

- Mr. F. W. Birmingham.
24 Oct., 1861.
234. *By the Chairman*: Do you recollect the date of your last letter to the Surveyor General, enclosing a design of part of the river which you had surveyed, and in regard to the completion of which you had to wait for instructions? Speaking from memory, I think the date of the letter was December 8th, 1860; but it already appears in evidence.
235. Was this the letter which led to the stoppage of your contract? It was.⁴
236. And how long was that letter without being answered? I cannot say that it has been answered, not even to the present day (Oct. 24th, 1861,) as there was no answer came to me during my stay upon the river. The letter that I complain of chiefly, as not being answered, was one written by me five months prior to my leaving the river.
237. You wrote one letter five months prior to leaving the river? Yes;⁵ and one month before writing that letter I sent in what I call a feeler, being a brief suggestion in regard to the town site, in order to see if the proposition was one likely to be acted upon by the Acting Surveyor General.
238. To that letter you never received an answer? No.⁶
239. That letter was written previous to your letter of December 8th? Yes; months before.⁷
240. Can you say exactly how long before? ⁸My first letter respecting the township, the feeler as I have called it, was written half a year before I broke up my camp; and to that letter I received no answer, excepting the acknowledgment thereof. I thought then, that as the Acting Surveyor General had not replied to my proposal, he would not oppose it, but that he was inclined to listen to it and await farther particulars before deciding; consequently some four or five weeks after I wrote my letter No. 8, sending it in with the town proposition (as shewn on the tracing accompanying the said letter) and the tracings. From the evidence of Mr. McLean, it seems that he appears to think that the proposition was solely for a town, but there is a design for some farms included in the tracing as well as for the town. In fact the town plan forms only a very small portion of the tracing.

241.

¹OMITTED (*on revision*):—A private.²Revised:—Conversational merely.³INSERTED (*on revision*):—In correspondence without my written admission.⁴Revised:—It was the first stoppage, because I looked for—as I think, with cause—at least the common courtesy that one man should expect from another, namely, an answer or official recognition of the letter.⁵Revised:—And about a month before writing the letter No. 6, I sent in No. 7 as "a feeler."⁶INSERTED (*on revision*):—Not to letter No. 8. Letter No. 7 was merely acknowledged:—"I beg to acknowledge the receipt of your letter, No. 7."⁷Revised:—Yes, about one month before.⁸INSERTED (*on revision*):—Not from memory; it is in evidence,—this my first letter, &c.

241. Then a plan for a number of farms formed also a portion of the subdivision of the land sent in by you? Yes.
242. Did your letter ask for instructions in reference to the town proposition, or in reference to the whole plan? It asked for instructions regarding the town, and the land round about it divided into farms. Receiving no answer to this I went on working with my third portion of land, until I had finished it, and so had no more to do; then of course I came to a dead lock. I then asked if I should go on with the Gundurimba Reserve design, which would form the fourth "small portion" of my contract. My reason for asking this was, that my instructions directed me to make a feature survey of the country up to Gundurimba, on the east side. Mr. Peppercorn was at work on the west side of the reserve, but as his work was wrong, I thought it would be better to make a fresh design of the reserve; therefore I wrote and explained this matter to the Acting Surveyor General, but he never replied to it.
243. How long were you on the river after writing your last letter to the Survey Department? Six or eight weeks. I waited until I knew that my letters had been received in the office, and that they had had full opportunity and time to answer them. I knew this from learning the date when the mails conveying my letters arrived in Sydney; and from my receiving from the Survey Office letters and circulars of a later date to that.
244. Between the time of the arrival of your letters in Sydney, and the despatch of those you received on the river, there was sufficient time to reply to your communications? Yes. I know that twelve or thirteen days elapsed.
245. Did the letters you received come from the Surveyor General? Yes; they had his signature attached.
246. They were not bearing upon the business then in hand? No; they were not upon the business that I wished to have decided. Such being the case, the way I argued the matter was this:—I must tie down the Acting Surveyor General to some time within which he must answer my letters, because I have not the means of holding out during all these long delays. If my letter No. 7 cannot be answered in five months, and my letter No. 8 in four months, I cannot afford to wait for answers that take so long a time.² If then I cannot tie him down to a stated time in which to answer my letters, I must come to a dead lock. I reasoned that if two letters were not answered in five months, any subsequent letters would take at least so long to answer; as I could not afford to wait so long, it was of no use for me to continue sending in letters unless the department were tied down to answer them within a stated time.
247. That is, I suppose, allowing the Surveyor General so long a time to answer as you could afford to pay and keep your men, and no longer? Yes, that was what I decided upon. I determined upon leaving the ground if I did not get an answer to my last letter within a reasonable time. The Committee will see that my letter No. 7 was merely formally acknowledged, whilst my letter No. 8 has never been so from that day to this. The Surveyor General endeavours to throw the whole weight of the difficulty upon the few last letters, because he has an opportunity of accounting for it;³ but I can shew that the actual stoppage occurred, in the first instance, with the letters 7 and 8, six months previous to my leaving the river. Mr. McLean thinks that I wrote to the department very shortly and sharply, without having any cause for doing so; but I think I had plenty of cause for so doing, because when I was away on the river, waiting anxiously for answers that never came, I considered, and certainly not without reason, that I was being deluded, mocked, and snared; and it was under that impression that I wrote to him in such strong terms previous to leaving the river.
248. Do you recollect the date when you broke up your party? It was on Saturday, the 26th January, 1861, that I broke up and left my camp.
249. And what was the date of the last letter you sent to the department? December 10,⁴ 1860.
250. Having no further work to go on with, you found yourself, on the 26th January last, without the means of carrying on your contract further? Yes. Having a large party to pay and feed, the expenses were very heavy, and my means were soon exhausted. Having given the Acting Surveyor General sufficient time to answer my letters, and no answers coming, I had to break up my party.
251. *By Mr. Cunneen*: How long was it, from the time you ceased working owing to the want of instructions, until the time you left the river? About six weeks.

252.

¹INSERTED (on revision):—In fact the Acting Surveyor General complied with my ideas of £2 per mile, it being the contract price, and sent me word that it was placed in bank to my account; although I said in my letter No. 60-23, of Dec. 10th, 1860, "If you will break the contract this matter" (the payment of £53 for feature surveying, at £2 per mile,) "of course lies to your discredit, and I must proceed to Sydney," but this sum would have paid the labourers up to that time; and is it not very strange that the letter of mine, No. 21, of December 8th, 1860, received at the same time, by the same mail, could not be attended to? My letters 21 to 23, if answered then by the Acting Surveyor General, or either of them, would have enabled myself and my men to continue working; my letter No. 21 had its enclosure, *i.e.*, "the necessary design for farms," covering the former design for a town.

²NOTE (on revision):—An indefinite time.

³NOTE (on revision):—Take out "he has an opportunity of accounting for it," and insert "because it suits him."

⁴INSERTED (on revision):—No. 60-23, of December 10th, 1860, was the last numbered letter upon the work, but you will find among my letters one of date January 23rd, 1861, upbraiding the Acting Surveyor General for leaving me in idleness; this is positively the last, but I did not number it, as I looked upon the contract as then at an end, because "there was to be no stoppage to my work;" and I respectfully submit that the Acting Surveyor General answered my question, No. 1, when before your Honorable Committee on the 24th instant, in the affirmative. My question was this:—"Did you not say (previous to my going to the Richmond River) that there would be no stoppage—while you are going on with your second part I will send you your first (design), and so on through the contract?" (Meaning of course, whilst you are going on with the third I will send you your second, &c., &c.)

Mr. F. W. Birmingham. 252. Have you the date upon which you first left off surveying? The 14th December was my first lost day.

253. And up to what time did you remain idle? Up to the 26th January, 1861, when I finally broke up my camp.

24 Oct., 1861. 254. *By Mr. Bell*: During that time had you not a right to go on with your work, had you chosen to do so? I had none to go on with.

255. According to your shewing, the Government gave you power to carry on your work as you thought proper—might you not have gone on with some other work besides that upon which you were awaiting orders? No, I had nothing to go on with. I had designed the whole portion allotted to me, and I could do nothing until my designs were approved. Notwithstanding what the Acting Surveyor General told me about all that I recommended would probably be approved of, previously to my going up to the river, he sent me up¹ written instructions that I had to comply with, and one of these was that I should send in designs for approval prior to actually proceeding to the measurement of the lots.

256. But it appears from Mr. McLean's evidence that you did not get your instructions as you would have done, because you did not send in your surveys as you were directed to do? I did; and the proof is that my whole work was designed.²

257. Yes; but you sent in too many farms together, instead of sending in a few at a time, as you were recommended to do? The reason that so many tracings were sent in was, that no answer was received in regard to my second tracing, and I thought it useless to send in a third until I had received an answer to the second.³

258. The second tracing you allude to was the one with the township? Yes; a portion of it was a town.

259. *By Mr. Cunneen*: The Surveyor General's objection is, that if you had sent in small designs, there would have been more probability of their being soon answered, as, for instance, the design for the fifteen farms,—you were not delayed over that. Did he not warn you before you left Sydney, to take into consideration the delay you would have to experience, both in the official routine, and in the postal communication, and to send in plans of only a few farms at a time? He suggested something⁴ of the kind, but told me I could send in any sized portions I liked.⁵ He never warned me about the postal delays, although it may suit his purpose to say so now, but I deny most positively that he ever did so.

260. Did he not suggest to you the advisability of sending in plans of some twenty or so farms, so that whilst they were under consideration you could be going on with twenty more? He did.⁶ We talked the matter over together, and he said there would be no stoppage in the work, because I could measure⁷ it out in what portions I liked. He recommended small portions, and said that by that means I could go on with my second part, was⁸ the first was under approval.⁹ I would never have gone to the river if I had anticipated that there would have been anything like a stoppage. It was upon the faith of this arrangement that I was induced to take the contract.

261. *By Mr. Bell*: You have said in your evidence that the Surveyor General told you the Government had every confidence in you, and that everything you recommended would be adopted; why then could you not have gone on with the work you had planned? Because the Government had sent me¹⁰ a feature design for my guidance, in which I found the work done so badly that it would be necessary to do it all again to do it properly. Upon this part I had to wait for instructions from the office. Besides, the instructions I got from the office clashed with each other, and left me in a difficulty as to how I should act until I received further instructions.

262. *By Mr. Cunneen*: Then what is the nature of the compensation you ask from the Government? I look for compensation¹¹ in several ways.

263. Do you seek to be compensated for the six weeks that you and your party were kept idle on the river? That is part of my claim, but not the whole of it.

264.

¹NOTE (on revision):—Take out "he sent me up," and write "I received written instructions."

²Revised:—According to instructions, verbal, written, or printed.

³INSERTED (on revision):—If it now suits the Acting Surveyor General to say that he recommended me to send in "a few at a time," why did he take upon himself to write the letter of instructions which I took to the river, relative to the land on the east side thereof, and extending up to the measured lands at Gundurimba, a distance of eighteen or nineteen miles along river, wherein I was commanded to divide this distance into only two designs, and I did so, as my instructions required? (*Vide letter of instruction already handed in*). This sort of finessing on the part of the Acting Surveyor General, cannot, I presume, mislead the Committee. If Mr. McLean can now invent this idea, and point to the fifteen farms of my first tracing, let him, in honesty, state the reason I gave in my letter accompanying them (No. 4, of May 30th, 1860) for not covering the whole of the first half with feature surveying and with farm designing, so as to agree with my written instructions. And if the whole of the first half (my tracing No. 1 is part thereof) of the said instructions was covered with farms, the number "recommended" would be something like one hundred! And be it remembered, the letter of instructions was written by the Acting Surveyor General after our conversations had ceased.

⁴NOTE (on revision):—He suggested nothing of the kind.

⁵INSERTED (on revision):—This, of course, would refer chiefly to the parts of my contract for which I took up no written instructions.

⁶NOTE (on revision):—He did suggest that the contract would be done by portions.

⁷NOTE (on revision):—Take out "measure" and insert, because "I could design it," &c.

⁸INSERTED (on revision):—Whilst the first was, &c., waiting for approval and so on, through the contract.

⁹INSERTED (on revision):—And in accordance with these ideas he wrote me out the letter of instructions, in accordance with which my tracings or designs Nos. 1 and 2 were sent in to the Surveyor General's Office.

¹⁰Revised:—Because the Acting Surveyor General had sent me no approval of my design; and also a feature design of Gundurimba Reserve, sent for my guidance, was found to be so incorrect, &c.

¹¹Revised:—Compensation in either of two ways; first, for loss of time and liberty to finish my contract; or secondly, compensation for loss of time, and also for the profits I could have made upon the whole of my contract.

264. Then what other claim do you imagine you have? I look to be compensated for the time I have lost altogether relative to this matter. Mr. F. W.
Birmingham.
265. How long a time is that? I reckon it altogether as being worth £251.
266. There is the actual loss of time from the 14th December, 1860, to the 26th January, 1861? Yes. 24 Oct., 1861.
267. And what else? As I went in by the river I had to go out by the river. In fact the only exit for me was by the Richmond River, as I could not go overland to the Clarence, with all my instruments, trunks, &c., &c. Therefore I was detained waiting some six weeks for the vessel; and afterwards, in trying to get out, the vessel went ashore and became a wreck. I had then to take my things out of her and put them into another schooner,¹ and I walked round myself to the Clarence, where I took the steamer. It was not till about six² months after I left the river that I got my things in Sydney. I claim,³ therefore, for the time lost in trying to get out of the river, and also for the three months after arrival in Sydney, during which I could earn nothing, because of the detention of my instruments.
268. And you lost also what you consider to be the best part of your contract? Yes, that is over and above the loss of time. Since the time when I was first idle on the river I have done nothing, and that will be a year in about seven weeks' time.
269. If you had finished your survey in accordance with your contract you would have had to have come out from the river at your own risk? I should.⁴
270. The Government only paid you at a certain rate for the work you actually did, all else was at your own risk? I consider that if I had not been stopped in my contract, that I should have made a fair profit out of it, and then of course I should have been satisfied, and would have accepted the risk of coming out. But as the work was stopped, all my arrangements have been upset, and I have been thrown into debt; debts too, contracted over this work. I owe now upwards⁵ of £100 on account of this contract.
271. Will you, in as brief a manner as possible, state to the Committee the length of time you claim for, and the other circumstances under which you demand compensation; that is, what you claim for being detained the forty days on the river, for the loss by your removal, and for the loss by your not being allowed to survey the most profitable part of the country? I put my claim in two ways:—First, I ask compensation for my loss of time only, and authority to go on with my contract; and second, if the Minister for Lands will not allow me to go on with the contract, I look for compensation also, for the loss of the best part of that contract, according to the scale of what the work would be worth to a surveyor.⁷ The matter however is fully explained in the memorandum I now hand in. I have only one thing more to say, and that is, that my letters Nos. 7 and 8 not having been answered during my stay upon the river—six months in the one case, and five in the other—that fact very much altered the idea I had of the confidence the Government placed in me.
272. *By Mr. Shepherd:* Had those letters reference to the town proposition? To the town, and to some farms also.
273. They were not specially on the subject of the town? No, only partly; if the tracing were produced, it would be seen that the town was only a small portion of the plan.
274. *By the Chairman:* I think I understood you to say that you disapproved of the site on which the reserve was originally made, and that the plan which you submitted was to supplant the one previously made? Probably it would, if adopted, have supplanted the other; but it was not proposed with that intention, but was merely a professional idea thrown out for the use of the department, if they chose to avail themselves of it.⁸
275. And from the conversations you had had with the Acting Surveyor General, you thought it quite within your province to make this recommendation? Undoubtedly;⁹ he said, "There is scarcely anything you recommend but will be adopted." I do not blame him

¹ Revised:—In a vessel—the schooner "Henry."

² Revised:—Schooner the "Storm King," and finding that from her draught she was not likely to get out, excepting at spring tides, I left my things in her to be taken to Sydney, and walked some 50 or 60 miles along the beach to the Clarence River, and took a passage in the "Urara" steamer for Sydney.

³ Revised:—Three months.

⁴ Revised:—I do claim for the time detained upon the river idle, and up to the time I arrived in Sydney, 2:30 p.m., Friday, March 15th, 1861, making in all some £251; but I do not know that I can claim for some three months after arrival in Sydney, during which I could earn nothing because of the detention or non-arrival of my instruments, clothes, &c., &c., which I received on Tuesday, 4th of June, 1861, and did actually refuse work during this time.

⁵ INSERTED (on revision):—And would, as the Government could have no further claim upon my services.

⁶ NOTE (on revision):—Take out "upwards," and insert "about." (*Vide one of my papers for the amount.*)

⁷ INSERTED (on revision):—The contract is of so many square miles, half the square miles, calculated as forty acre farms, and half as eighty acre farms, then allowing one-third of the total sum as my clear profits, deducting therefrom the money paid to me for the survey of the fifteen farms, and the one hundred and fifty pounds advanced to me.

⁸ INSERTED (on revision):—Some three months after I sent in the town design, the Acting Surveyor General said, "Tell Mr. Birmingham the scheme for a town and canal is abandoned"—therefore I rubbed it off the map, and sent in a design for farms upon tracing No. 3, which, as I before remarked, was not answered. It now appears from the Acting Surveyor General's evidence, on 24th October, 1861, that what was then abandoned is now sent to "the District Surveyor, for his report upon it."

⁹ NOTE (on revision):—He said, "I have no doubt but whatever you recommend will be adopted," and again he said, "I have scarcely a doubt," &c.; this was prior to my starting for the Richmond River.

Mr. F. W. Birmingham. him however for not agreeing with my view, but I do for not answering my letter. In not having done so I say that he was the first to shew a want of courtesy¹ to an officer of his department.² This he ought not to have done, for he knew that at the time I was taking a great deal of trouble over the work in hand; and he should, at all events, have been decent enough to acknowledge it by replying to my letters.

24 Oct., 1861. 276. Then the two letters that you complain as not having been answered were those forwarded previous to the one you sent in just before you left the river? Yes. That is where I wish *firstly* to fix the blame, as they were the first cause of all the mischief.³

¹INSERTED (*on revision*):—And a want of that etiquette which civilization demands, even not considering the predicament I was afterwards placed in through his silence.

²NOTE (*on revision*):—I have no recollection of saying “to an officer of his department,” for I did not look upon myself as one, and I protest against the Acting Surveyor General using to me the term “subordinate clerk”, as he did in his evidence on 24th of October, 1861. A contractor is not “a subordinate clerk” as I think.—F. W. BIRMINGHAM.

³ADDED (*on revision*):—Or trouble that followed afterwards, in so far as I can prove or discern *the cause* of the stoppage that has occurred in my contract.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS.

(UNDER LEASE OR LICENSE, BEYOND THE SETTLED DISTRICTS.)

Ordered by the Legislative Assembly to be Printed, 9 January, 1862.

RETURN (in part) to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 11 October, 1861, That there be laid upon the Table of this House,—

“ A Return of all Waste Lands of the Crown, held under lease
 “ or license, beyond the Settled Districts of the Colony, from the
 “ date of the motion of Mr. W. R. Piddington, of the 2nd
 “ December, 1857, and ordered by this House to be printed,
 “ 21st September, 1859, to the present time; shewing, in
 “ alphabetical order, the names of all the Applicants for leases or
 “ licenses in each year, and the names of the parties to whom
 “ leases or licenses have been issued; the names of all the Runs;
 “ the District in which the Run is situated; the supposed
 “ extent of the Run; the total number respectively of Sheep
 “ and Cattle assessed thereon by the Commissioner; the amount
 “ of Assessment Money received from each Run since the
 “ enactment 20 Vict., cap. 39; the amount of Annual Rent
 “ payable on each Run at the present time.”

(*Mr. Daniel.*)

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Napier, R.	4	Wilson, A. and R.	3
Onus, J. and Eather, C. W.	2	Watt and M'Master	4
Orr, J. and E.	2	Wheatley, J.	5
O'Mullen, B.	7	Walker and Cornish	5
O'Sullivan, D. and S.	11, 12	Wall, C.	10, 12
Osborne, J. H.	13	Walsh, W.	11
Officer, W.	14	Weiss, W.	11
Pearse, J.	2	White, J. and T.	11
Paling, G.	6	Ward, W.	12
Parnell, C.	7, 8	Walker, Sloane, and Co.	12
Parnell, F.	7	Wells, N.	12
Phillips, T.	9	Wilson, Cochran, and M'Caughy	14
Powell, F. A.	10	Watson and Hewitt	14
Phillips, E. A.	12	Woodhouse, E. A.	14
Pattison, R.	14	Ward and Williams	14
Phelps, J. J.	15	White, J. and J. D.	20
Phelps, J. L.	15	White, J.	20
Perry, G. M.	18	Wheritt, F.	20
Picton, W.	20		
Pile, J.	17		
Parnell and Guidon	21		

NEW RUNS.

RETURN of the NEW RUNS of Crown Lands under promise of Lease, obtained and rented under Accepted Tender, shewing the Number of Tenders Accepted from the 1st of January, 1857, to the 31st of December, 1861; the Estimated Acreage of each Run, the Estimated Grazing Capabilities, and the Amount of Rent received in each Year.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1857.	1858.	1859.	1860.	1861.	1862.		
CLARENCE RIVER.																
Marydale	1857	1858	1859	1860	1861	16,000	....	4,000	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	Thomas Small, junior.	Forfeited.
Quarrigo	"	"	"	"	"	16,000	700	....	12 0 0	20 11 0	12 0 0	12 0 0	12 0 0	12 0 0	William Small.	
Matilda Dale	"	"	"	"	"	16,000	640	....	.....	2 12 6	10 10 0	10 10 0	.....	.....	J. F. Small	Forfeited.
Millera	"	"	"	"	"	16,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	P. Sullivan.	
Cheviot Hills North	"	"	"	"	"	16,000	....	4,000	.....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	H. Smith.	
Cheviot Hills South	"	"	"	"	"	16,000	640	....	.....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	W. Smith.	
Undercliff	"	"	"	"	"	16,000	....	4,000	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Gilchrist, Watt, and Co.	
Bookookarara	"	"	"	"	"	16,000	....	4,000	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Gilchrist, Watt, and Co.	
Walumban	"	"	"	"	"	16,000	640	....	.....	30 0 0	40 0 0	40 0 0	.....	.....	Garland and Bingham	Forfeited.
Upper Walumban	"	"	"	"	"	16,000	640	....	.....	30 0 0	40 0 0	40 0 0	.....	.....	Garland and Bingham	Forfeited.
Tomarah	"	"	"	"	"	14,000	640	....	.....	13 4 5	17 12 6	.....	.....	.....	Manton and Leavitt	Forfeited.
Curldival	"	"	"	"	"	16,000	640	....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	W. Rhodes.	
Rivertree	"	"	"	"	"	10,000	640	....	.....	.....	.....	3 2 6	12 10 0	12 10 0	A. K. Cullen.	
Callany	"	"	"	"	"	16,000	640	....	.....	.....	.....	2 10 0	10 0 0	10 0 0	H. Smith.	
	2	9	..	1	2	208,000	6,460	16,000	17 2 9	154 17 11	174 2 6	176 10 0	90 12 6	103 10 0		
NEW ENGLAND AND M'LEAY.																
The lower part of Frazer's Creek	"	"	"	"	"	12,000	....	4,000	5 10 0	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	Edward Ashbee.	
Wild Cattle Creek	"	"	"	"	"	50,000	640	....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	Duncan M'Millan.	
Moombac	"	"	"	"	"	16,000	640	....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	Howe, Walker, and Co.	
Curricabundi	"	"	"	"	"	16,000	640	....	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	J. Mackay.	
	1	3	..	..	..	91,000	1,920	4,000	5 10 0	30 10 0	56 0 0	56 0 0	56 0 0	56 0 0		
GWYDIR.																
Cooloobong	"	"	"	"	"	19,200	....	4,000	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	A. Doyle, junr., & T. B. Rossiter.	
North Mungo	"	"	"	"	"	20,000	....	4,000	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	Henry Dangar.	
Bunna Bunna	"	"	"	"	"	16,000	640	....	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	Thomas Moffatt.	
Bunna Bunna West	"	"	"	"	"	16,000	640	....	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	Thomas Moffatt.	
Carreunga North	"	"	"	"	"	28,800	....	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. A. Adams.	
Carreunga East	"	"	"	"	"	16,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. A. Adams.	
Gummanaldy	"	"	"	"	"	16,000	640	....	.....	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	William M'Alpine.	
Big Leathe West	"	"	"	"	"	16,000	640	....	.....	5 10 0	11 0 0	11 0 0	11 0 0	11 0 0	J. Town.	
Uranbah West	"	"	"	"	"	20,000	640	....	.....	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	T. H. Hill.	
Warren	"	"	"	"	"	16,000	640	....	.....	7 10 0	15 0 0	15 0 0	15 0 0	15 0 0	J. Town.	
Bundori	"	"	"	"	"	17,820	640	....	.....	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Whiteman.	
Brenda	"	"	"	"	"	16,000	640	....	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	Wm. Tate.	
Coongham East	"	"	"	"	"	19,000	640	....	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	T. H. Hill.	
Minna	"	"	"	"	"	16,000	640	....	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	William Tate.	
Borong	"	"	"	"	"	32,000	640	....	.....	3 5 0	13 0 0	13 0 0	13 0 0	13 0 0	F. Fingleton.	
Gingham	"	"	"	"	"	16,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	W. W. Bucknell.	
Cardmurry East, Block No. 1	"	"	"	"	"	20,000	640	....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	Nowlan and Ryan.	
Cardmurry East, Block No. 2	"	"	"	"	"	20,000	640	....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	Nowlan and Ryan.	
West Gingham	"	"	"	"	"	16,000	640	....	.....	3 3 9	12 15 0	12 15 0	12 15 0	12 15 0	Bartlett and Gibson.	
Boorara	"	"	"	"	"	19,200	640	....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	C. W. and A. W. Bucknell.	

CROWN LANDS.

Cobbanthama .....	..	..	..	..	32,000	1,280	.....	.....	13 5 0	53 0 0	53 0 0	53 0 0	53 0 0	53 0 0	J. Onus and C. W. Eathe
Boogendara East .....	..	..	..	..	16,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	George Henry C. Wigan.
Boogendara West .....	..	..	..	..	16,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	George Henry C. Wigan.
Mongerroo .....	..	..	..	..	32,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. Bagott and Brothers.
Coongham .....	..	..	..	..	19,000	640	.....	.....	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	T. H. Hill.
Burrilda .....	..	..	..	..	13,440	640	.....	.....	.....	.....	6 0 0	12 0 0	12 0 0	12 0 0	C. W. Bucknell.
Mungyer, Back Block No. 1 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	6 5 0	12 10 0	12 10 0	12 10 0	C. W. and A. W. Bucknell.
Mungyer, Back Block No. 2 .....	..	..	..	..	16,000	610	.....	.....	.....	.....	6 5 0	12 10 0	12 10 0	12 10 0	C. W. and A. W. Bucknell.
Yarrowah, Back Block .....	..	..	..	..	24,000	.....	4,000	.....	.....	.....	7 10 0	15 0 0	15 0 0	15 0 0	C. W. and A. W. Bucknell.
Mungt Waterhole .....	..	..	..	..	16,000	640	.....	.....	.....	.....	7 17 6	15 15 0	15 15 0	15 15 0	John Town.
Boonaldoon .....	..	..	..	..	26,000	640	.....	.....	.....	.....	12 0 0	12 0 0	12 0 0	12 0 0	Clark Irving and R. G. Higgins.
Daeriman .....	..	..	..	..	67,000	640	.....	.....	.....	.....	.....	11 0 0	11 0 0	11 0 0	Bucknell Brothers.
Sand Holes .....	..	..	..	..	2,000	.....	4,000	.....	.....	.....	.....	10 0 0	10 0 0	10 0 0	Andrew Doyle.
	6	18	1	6	2	660,460	12,760	20,000	54 0 0	142 14 3	305 5 6	359 12 0	417 17 0	417 17 0	
LIVERPOOL PLAINS.															
Burran East .....	..	..	..	..	16,000	640	.....	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	10 1 0	Charles Button.
Burran South .....	..	..	..	..	17,280	640	.....	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	10 1 0	Charles Button.
Dead Bullock, Warrambool .....	..	..	..	..	16,000	640	.....	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	William Dangar.
Caluoy Lagoon .....	..	..	..	..	16,000	.....	4,000	.....	4 10 0	18 0 0	18 0 0	18 0 0	18 0 0	18 0 0	J. and E. Orr.
Goangra Retro .....	..	..	..	..	16,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	E. K. Cox.
Gorian South .....	..	..	..	..	16,000	640	.....	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Pearse.
Terceella Plains .....	..	..	..	..	16,000	640	.....	.....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Alexander Campbell.
Goangra Retro East .....	..	..	..	..	16,000	640	.....	.....	5 10 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	E. K. Cox.
Billeboe .....	..	..	..	..	16,000	640	.....	.....	5 10 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	R. L. Jenkins.
Burgarol .....	..	..	..	..	12,000	.....	4,000	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	P. Quinn.
Manilla Minor .....	..	..	..	..	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Glass, J. Glass, and John Corrigan.
Dunwarrian .....	..	..	..	..	16,000	.....	4,000	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	M. Joseph.
Fory, Wee Waa, Back Run .....	..	..	..	..	32,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. I. Montefiore.
Gibbican .....	..	..	..	..	16,000	640	.....	.....	3 0 0	10 12 0	10 12 0	10 12 0	10 12 0	10 12 0	G. and D. Boyle.
Coormore .....	..	..	..	..	16,000	.....	4,000	.....	30 15 9	41 0 0	41 0 0	.....	.....	.....	Raymond and Brown
Erinbri .....	..	..	..	..	16,000	640	.....	.....	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	E. M'Kenzie.
Goangra Retro West .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	5 5 0	10 10 0	E. K. Cox.
Bunna, Back Block No. 1 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	F. N. Bucknell.
Bunna Bunna, Back Block No. 2 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	F. N. Bucknell.
Come by Chance .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	12 10 0	12 10 0	George Collins.
Bulgeori South, No. 1 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	17 0 0	17 0 0	Henry Dangar.
Bulgeori South, No. 2 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	17 0 0	17 0 0	Henry Dangar.
Theoloo, No. 3 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	12 10 0	12 10 0	Collins and Barber.
Burgen, No. 4 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	12 10 0	12 10 0	Collins and Barber.
Jercel, No. 5 .....	..	..	..	..	16,000	640	.....	.....	.....	.....	.....	.....	12 10 0	12 10 0	Collins and Barber.
	10	6	..	..	9	413,280	12,940	16,000	.....	160 0 6	209 19 0	209 19 0	278 4 0	278 4 0	
BLIGH.															
Toooloora .....	..	..	..	..	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Cornish and Walker.
Gunninga .....	..	..	..	..	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Cornish and Walker.
Calunur .....	..	..	..	..	16,000	640	.....	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	W. Morris.
Colomy .....	..	..	..	..	15,000	640	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	James Coleman.
The Box Tree Hole .....	..	..	..	..	16,000	640	.....	.....	3 5 0	13 0 0	13 0 0	13 0 0	13 0 0	13 0 0	John Jones.
The Boebong Swamp .....	..	..	..	..	16,000	640	.....	.....	3 5 0	13 0 0	13 0 0	13 0 0	13 0 0	13 0 0	John Jones.
Gunninglong .....	..	..	..	..	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	John Jones.
The Beabone Waterhole .....	..	..	..	..	16,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Rundle and Parsons.
Kealgerer .....	..	..	..	..	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	M. M'Mahon.
Tucklan Creek .....	..	..	..	..	16,000	640	.....	.....	5 2 6	20 10 0	20 10 0	20 10 0	20 10 0	20 10 0	Andrew and Robert Wilson.
Trailwon .....	..	..	..	..	16,000	640	.....	.....	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Cox and Lewis.

Forfeited.

CROWN LANDS.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1862.	1867.	1858.	1859.	1860.	1861.			1862.
									£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
BLIGH—continued.																
Guinguingilla	16,000	640	.....	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Cox and Lewis.
East Kidgear	16,000	640	.....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Cornish and Kommiss.
West Kidgear	16,000	640	.....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Cornish and Kommiss.
Dahomney	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Mathew Allison.
Ashantee	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. Morris.
Meriapay	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Mathew Allison.
Combogolang	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. R. Blackman.
Cooyal Warrah	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. R. Blackman.
Bulgal	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. R. Blackman.
Merygal, Back Run	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. M'Gregor.
New Bundilla	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. M'Gregor.
Cowl Murryan	16,000	640	.....	5 0 0	5 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. M'Gregor.
Toolooman Flats	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Brown.
Terebone South	16,000	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	T. G. Dangar.
Gerilambone	16,000	640	4,000	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	John McLean.
New Englegah, No. 3	16,000	640	.....	2 11 3	2 11 3	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	Christie and Wentworth.
New Colemberrawang, No. 4	16,000	640	.....	2 11 3	2 11 3	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	Christie and Wentworth.
New Tennandra, No. 5	16,000	640	.....	2 12 8	2 12 8	10 10 6	10 10 6	10 10 6	10 10 6	10 10 6	Christie and Wentworth.
Billeroy	3,200	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	C. Colvill.
Narraway North	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	H. Smith.
Terebone North	16,000	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	T. G. Dangar.
Bumble, or Turridgerrie North	14,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Thomas Brown.
New Englegah, No. 2	16,000	640	.....	2 11 5	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	Christie and Wentworth.
New Collyhurrell	16,000	640	.....	2 11 5	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	Christie and Wentworth.
Quilbone, Upper	16,000	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	S. B. Daniel.
Broken Plains	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Robert Lord.
Pine Scrubb	26,000	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	J. Blackstone.
New Geralgambone	16,000	640	.....	3 0 0	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	C. E. S. McDonald.
Moolangan	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	C. B. Lowe.
Pier Pier East	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. A. Garding.
Lower Wingear	16,000	640	.....	2 15 3	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Andrew McCauley.
Wingee, or Wingy	16,000	640	.....	3 15 8	3 15 8	15 2 6	15 2 6	15 2 6	15 2 6	15 2 6	William Hill.
Nimbia	16,000	640	.....	4 0 0	4 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	C. E. S. McDonald.
Tugland	10,000	640	.....	3 15 0	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	E. Conolly.
Gungalman East	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Mylecharane and Ford.
Gungalman West	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Mylecharane and Ford.
Wingilong	16,000	640	4,000	3 5 0	3 5 0	13 0 0	13 0 0	13 0 0	13 0 0	13 0 0	R. Bennett.
New Tourable	16,000	640	.....	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	J. Blackstone.
Lower Turridgerrie North	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Thomas Brown.
Neebil	16,000	640	4,000	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Watt and McMaster.
Merrinbar	16,000	640	4,000	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Alexander Campbell.
Gunvillah	16,000	640	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	William Lee.
Yarrindury West	16,000	640	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Robert Napier.
Noonbah	16,000	640	.....	3 0 0	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Joseph Simpson.
Marthaguy Creek	16,000	640	.....	2 10 0	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Healy.
Gungalman	16,000	640	.....	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Aarons, junior.
Cobra Uragy	12,800	640	4,000	15 0 0	15 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	James Mudie.
Werigal	25,000	640	.....	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Robert McPhillamy.
Bunbundaloo	16,000	640	4,000	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Robert McPhillamy.
Wamerawah	16,000	640	.....	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Robert McPhillamy.
The Old Harbour	16,000	640	.....	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. L. Campbell.
New Onchoby	12,000	640	4,000	15 0 0	15 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	J. L. Campbell.

CROWN LANDS.

Gundynic Cowell	16,000	4,000									8 5 0	11 0 0	11 0 0	Charles Friend.
Millpulling	16,000	4,000									7 17 6	10 10 0	10 10 0	J. L. Cheetham.
Giginbilla North	16,000	640									7 10 0	10 0 0	10 0 0	J. Collits.
Gawah Cowell	16,000	640									8 5 9	11 1 0	11 1 0	J. Jones.
Burgill West	10,000	640									7 17 6	10 10 0	10 10 0	J. P. Jones.
Warran-Creek, No. 1	16,000	640									7 10 0	10 0 0	10 0 0	W. W. Lowe.
Warran-Creek, No. 2	16,000	640									7 10 0	10 0 0	10 0 0	W. W. Lowe.
Merrygal Marthagy	16,000	640									11 8 9	15 5 0	15 5 0	A. M'Gregor.
Tunder	16,000	640									7 10 0	10 0 0	10 0 0	J. Morris.
Bundigall	16,000	640									11 5 0	15 0 0	15 0 0	W. Riley, junior.
Cartvil or Cowell	13,000	640									7 10 0	10 0 0	10 0 0	G. Smith.
Back Narama	16,000	640									7 17 6	10 10 0	10 10 0	G. Smith.
Back Carabear, Block A.	20,000	640									8 5 9	11 1 0	11 1 0	T. H. Sinden.
Back Carabear, Block B.	21,000	640									8 5 9	11 1 0	11 1 0	T. H. Sinden.
Back Marthagy	23,000	640									8 5 9	11 1 0	11 1 0	W. H. Tehbits.
Carwel	16,000	640									9 7 6	12 10 0	12 10 0	Andrew M'Cauley.
Turrigar Swamp	20,000	640									7 10 0	10 0 0	10 0 0	Andrew M'Auley.
Cow Plain	20,000	640									11 5 0	15 0 0	15 0 0	George Smith.
Bundigo		640									9 7 6	12 10 0	12 10 0	J. Wheatley.
Yarrigan	16,000	4,000									7 17 6	10 10 0	10 10 0	J. L. Cheetham.
Kent	40,000	4,000										5 10 0	11 0 0	T. M. Sloman.
Sussex	26,000	4,000										5 10 0	11 0 0	Silvanus B. Daniel.
Opposite Conamble	16,000	640										6 5 0	12 10 0	Howe, Walker and Co.
Bogala	16,000	640										5 1 3	10 2 6	J. Macdonald.
Urawilky West	16,000	640										2 15 0	11 0 0	J. Hall.
	14	40	2	27	5	1,084,800	157,840	24,000	79 6 6	299 1 11	596 3 0	870 0 2	975 2 6	1,006 3 9
WELLINGTON.														
Cowell						18,500	640		2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	Nicholas Reid.
Waterloo Plains						16,000	640		2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	J. N. Gilmour.
Temoia						16,000	640		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	Walker and Cornish.
Triangle						16,000	640		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	Walker and Cornish.
Thuara West						16,000	640		3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	Bryant and Eagan.
Back of Ngatire Plains						25,000	640		3 7 6	13 10 0	13 10 0	13 10 0	13 10 0	Donald and Baird.
Back Garale Garule						25,000	640		3 7 6	13 10 0	13 10 0	13 10 0	13 10 0	Donald and Baird.
Duck Creek, No. 12						16,000	4,000		10 7 9	41 11 0	41 11 0	41 11 0	41 11 0	J. A. Gardiner.
Duck Creek, No. 16						16,000	4,000		10 7 9	41 11 0	41 11 0	41 11 0	41 11 0	T. Baird.
Toumtingley North						16,000	4,000		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. N. Gilmour.
Boru Bogan						16,000	4,000		6 15 0	27 0 0	27 0 0	27 0 0	27 0 0	James Heenan.
Doonside						16,000	640		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Kerr.
Wellwood						16,000	4,000		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Kerr.
Middle Field						16,000	4,000		2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	Thomas Harris.
New Morebone						16,000	4,000		3 0 6	12 2 0	12 2 0	12 2 0	12 2 0	Wentworth and Christie.
Weridgera						16,000	4,000		3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	G. Paling.
Back of Mumblebone						16,000	640		3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	W. Hennessy.
Back of Tabratong						16,000	640		2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	Wm. Lee.
Back of adjoining Tabratong						16,000	640		2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	William Lee.
Muddall						16,000	640		15 0 0	60 0 0	60 0 0	60 0 0	60 0 0	Jno. Brown.
Yarrandidgen						16,000	640		12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Florent Martel.
Dandaloo						16,000	640		16 5 0	65 0 0	65 0 0	65 0 0	65 0 0	Florent Martel.
Duck Creek, No. 17						16,000	640		15 0 0	60 0 0	60 0 0	60 0 0	60 0 0	A. H. M'Culloch.
Balbathermile Creek						16,000	640		11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Florent Martel.
Albert Waterhole						16,000	640		11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Florent Martel
Buckingay						16,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Florent Martel
Yarrabundi						16,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	D. M'Phail.
Mondado						16,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	J. M'Nevin.
Lower Mulgutheria						16,000	4,000		10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	Owen Murnane.
									10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	George W. Lord.

Forfeited.

CROWN LANDS.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.
WELLINGTON—continued.	1857	1858	1859	1860	1861			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.			
Mountain Run.....	"	"	"	"	"	16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	David Ramsay.	
Derriwong.....	"	"	"	"	"	16,000	640	10 2 6	10 2 6	10 2 6	10 2 6	10 2 6	10 2 6	10 2 6	John F. Clements.	
Byong.....	"	"	"	"	"	16,000	640	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	John F. Clements.	
Monomie Plains.....	"	"	"	"	"	16,000	640	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	William Cummings.	
Bumba, Block 1.....	"	"	"	"	"	16,000	640	10 0 0	10 0 0	.....	.....	.....	.....	.....	J. A. Gardiner..... Forfeited.
Wagoo, Block 2.....	"	"	"	"	"	16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. A. Gardiner.	
New Gunningbah, Block 1.....	"	"	"	"	"	16,000	640	.....	2 10 0	.....	.....	.....	.....	.....	J. A. Gardiner..... Forfeited.
Mullungudgory, South.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Ferguson.
Mundadoo.....	"	"	"	"	"	16,000	640	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	J. A. Gardiner.
Charley's Yard.....	"	"	"	"	"	16,000	640	.....	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	J. F. Clements.
South Byong.....	"	"	"	"	"	16,000	640	.....	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	J. F. Clements.
Lower Cudgilderie.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	H. W. Gwynne.
Sebastopol.....	"	"	"	"	"	16,000	640	.....	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	J. F. Clements.
Kurrajong Hill.....	"	"	"	"	"	16,000	640	.....	2 11 5	10 5 6	10 5 6	10 5 6	10 5 6	10 5 6	J. F. Clements.
Forest Camp.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Arthur and Lester.
Mumbrumbah, Block 2.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. A. Gardiner.
Woolagoola West.....	"	"	"	"	"	20,000	640	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	10 1 0	J. Cope.
Wyerlie.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	C. Parnell.
Giggen.....	"	"	"	"	"	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	C. Parnell.
Ginge.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	C. Parnell.
Wirinoc.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	T. Parnell.
Ulouri.....	"	"	"	"	"	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	T. Parnell.
Birchen Lagoons.....	"	"	"	"	"	16,000	640	.....	10 7 6	41 10 0	.....	.....	.....	.....	W. B. Tooth..... Forfeited.
Wamerawak.....	"	"	"	"	"	16,000	640	.....	10 7 6	41 10 0	41 10 0	41 10 0	41 10 0	41 10 0	C. Hassall.
Wellerie and Blowan.....	"	"	"	"	"	16,000	640	.....	12 10 0	50 0 0	50 0 0	50 0 0	50 0 0	50 0 0	Bernard O. Mullen.
Bulgie.....	"	"	"	"	"	16,000	640	.....	5 1 0	20 3 6	20 3 6	20 3 6	20 3 6	20 3 6	E. A. Blackman.
Murrabuya.....	"	"	"	"	"	16,000	640	.....	10 2 6	40 10 0	40 10 0	40 10 0	40 10 0	40 10 0	N. Angus.
Yamma.....	"	"	"	"	"	16,000	640	.....	2 13 2	10 12 6	.....	.....	.....	.....	M'Intosh and Oakes..... Forfeited.
Stonchenge.....	"	"	"	"	"	16,000	640	.....	10 10 2	42 0 7	42 0 7	42 0 7	42 0 7	42 0 7	Bank of New South Wales.
Haradon.....	"	"	"	"	"	16,000	640	.....	10 10 2	42 0 7	42 0 7	42 0 7	42 0 7	42 0 7	Bank of New South Wales.
Emu Plains or Murda.....	"	"	"	"	"	16,000	640	.....	2 15 0	.....	.....	.....	.....	.....	P. T. and A. Street..... Forfeited.
Cremorne, No. 2.....	"	"	"	"	"	16,000	640	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Donald and Baird.
Back Gobabla.....	"	"	"	"	"	16,000	640	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	W. Creek.
Boro.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. Creek.
Cremorne.....	"	"	"	"	"	16,000	640	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Donald and Baird.
Back Boomagril.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Brown.
Back Run of Upper Bugga Budda.....	"	"	"	"	"	24,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Brown.
Back Run of Upper Muddale South.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Brown.
Mulla Mulla.....	"	"	"	"	"	16,000	640	.....	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Fanning and Murnane.
Back Hermitage East.....	"	"	"	"	"	16,000	640	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	T. G. Dangar.
West Bunnawannah.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	O. Murnane.
Back Billybungbone.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Brown.
Ruby.....	"	"	"	"	"	16,000	640	.....	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	S. T. Simpson.
Tyrie.....	"	"	"	"	"	16,000	640	.....	2 15 3	11 1 0	.....	.....	.....	.....	J. Bolend..... Forfeited.
Centrebit.....	"	"	"	"	"	16,000	640	.....	3 2 6	12 10 0	.....	.....	.....	.....	W. Cummings..... Forfeited.
Upper Dalhunts Back Run.....	"	"	"	"	"	16,000	640	.....	3 2 6	12 10 0	.....	.....	.....	.....	W. Cummings..... Forfeited.
Back Cookundoon.....	"	"	"	"	"	16,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Cornish and Walker.

CROWN LANDS.

Cookermidgerin	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Cornish and Walker.
Esperance	16,000	640	.....	.....	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Richardson and Raine.
Diri Diri	16,000	640	.....	.....	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Richardson and Raine.
Back of Terrangan	16,000	640	.....	.....	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	W. Lee.
Catlaudrille	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	F. S. and A. H. Cox.
Outlet	14,000	.....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Arthur and Lester.
Morbella West	16,000	640	.....	.....	2 10 3	10 1 0	10 1 0	10 1 0	10 1 0	10 1 0	J. Cope.
Back Mullah	16,000	640	.....	.....	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	William Lawson.
Back Myall Camp, North	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Harry Drax Bloxham.
Tarrien	16,000	1,000	.....	.....	6 15 0	27 0 0	27 0 0	27 0 0	27 0 0	27 0 0	D. N. and W. M. McDougall.
Timberabungin, Back Run No. 1	16,000	640	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	C. M'Phillamy.
Timberabungin, Back Run No. 2	16,000	640	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	C. M'Phillamy.
Lower Willi, East	16,000	640	.....	.....	3 16 3	15 5 0	15 5 0	15 5 0	15 5 0	15 5 0	T. M'Guinness.
Back Wiveric	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Gigen	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Ginge	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Wivonoe	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Ulouri	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Willoi	16,000	640	.....	.....	3 3 9	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	Charles Parnell.
Back Wheelreen	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Charles Parnell.
Back Tyric	16,000	640	.....	.....	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	S. F. Simpson.
Lower Tabratong	16,000	640	.....	.....	42 17 11	57 0 0	57 0 0	57 0 0	57 0 0	57 0 0	Joseph W. Lowe.
West Bogan, No. 7	44,500	.....	8,000	.....	.....	185 0 0	185 0 0	.....	.....	.....	J. M'Intosh
West Bogan, No. 8	50,000	.....	8,000	.....	.....	205 0 0	205 0 0	.....	.....	.....	J. M'Intosh
East Bogan, No. 9	20,000	.....	5,000	.....	.....	147 10 0	147 10 0	147 10 0	147 10 0	147 10 0	William Forlonge.
East Bogan, No. 10	17,000	.....	5,000	.....	.....	147 10 0	147 10 0	.....	.....	.....	William Forlonge
West Bogan, No. 10	48,500	.....	8,000	.....	.....	245 0 0	245 0 0	.....	.....	.....	William Forlonge
Eulagilma	30,000	.....	4,000	.....	.....	180 0 0	180 0 0	180 0 0	180 0 0	180 0 0	Howe, Walker, and Co.
Cookamunboin	28,000	.....	4,000	.....	.....	180 0 0	180 0 0	180 0 0	180 0 0	180 0 0	Howe, Walker, and Co.
East Bogan, No. 1	18,500	.....	5,000	.....	.....	117 0 0	117 0 0	117 0 0	117 0 0	117 0 0	John Brown.
East Bogan, No. 11	18,000	.....	5,000	.....	.....	152 10 0	152 10 0	.....	.....	.....	J. M'Intosh
East Bogan, No. 12	22,500	.....	5,000	.....	.....	157 10 0	157 10 0	.....	.....	.....	J. M'Intosh
West Bogan, No. 11	48,500	.....	8,000	.....	.....	255 0 0	255 0 0	.....	.....	.....	J. M'Intosh
West Bogan, No. 12	43,500	.....	8,000	.....	.....	260 0 0	260 0 0	.....	.....	.....	J. M'Intosh
East Bogan, No. 20	43,000	.....	6,000	.....	.....	142 0 0	142 0 0	142 0 0	142 0 0	142 0 0	William Forlonge.
East Bogan, No. 16	31,000	.....	5,000	.....	.....	149 5 0	149 5 0	.....	.....	.....	C. W. Ligar
West Bogan, No. 17	44,500	.....	6,000	.....	.....	192 0 0	192 0 0	.....	.....	.....	C. W. Ligar
East Bogan, No. 26	19,000	.....	4,000	.....	.....	313 0 0	313 0 0	313 0 0	313 0 0	313 0 0	William Forlonge.
East Bogan, No. 29	19,500	.....	4,000	.....	.....	336 0 0	336 0 0	.....	.....	.....	J. M'Intosh
East Bogan, No. 30	27,000	.....	5,000	.....	.....	415 10 0	415 10 0	.....	.....	.....	J. M'Intosh
West Bogan, No. 25	45,500	.....	6,000	.....	.....	322 0 0	322 0 0	.....	.....	.....	William Forlonge
West Bogan, No. 26	41,500	.....	6,000	.....	.....	322 0 0	322 0 0	.....	.....	.....	William Forlonge
West Bogan, No. 27	53,000	.....	7,000	.....	.....	374 10 0	374 10 0	374 10 0	374 10 0	374 10 0	Llyawellin Hughes.
West Bogan, No. 29	39,000	.....	6,000	.....	.....	352 0 0	352 0 0	.....	.....	.....	E. J. Bloxham.
West Bogan, No. 30	45,000	.....	6,000	.....	.....	418 0 0	418 0 0	.....	.....	.....	J. M'Intosh
East Bogan, No. 18	19,500	640	.....	.....	.....	260 10 6	260 10 6	260 10 6	260 10 6	260 10 6	J. S. Johnstone.
East Bogan, No. 19	40,000	12,000	.....	.....	.....	198 0 0	198 0 0	198 0 0	198 0 0	198 0 0	J. S. Johnstons.
East Bogan, No. 13	22,500	.....	4,000	.....	.....	267 0 0	267 0 0	.....	.....	.....	J. M'Intosh.
East Bogan, No. 14	24,000	.....	4,000	.....	.....	267 0 0	267 0 0	.....	.....	.....	J. M'Intosh.
West Bogan, No. 13	43,000	.....	6,000	.....	.....	322 0 0	322 0 0	.....	.....	.....	J. M'Intosh.
West Bogan, No. 14	44,000	.....	6,000	.....	.....	302 0 0	302 0 0	.....	.....	.....	J. M'Intosh.
West Bogan, No. 18	35,000	.....	4,000	.....	.....	314 15 0	314 15 0	314 15 0	314 15 0	314 15 0	William Hardy.
East Bogan, No. 15	43,000	.....	4,000	.....	.....	231 0 0	231 0 0	231 0 0	231 0 0	231 0 0	J. Readford.
East Bogan, No. 23	35,000	.....	5,000	.....	.....	169 10 0	169 10 0	169 10 0	169 10 0	169 10 0	William Forlonge.
East Bogan, No. 24	14,000	.....	7,000	.....	.....	155 10 0	155 10 0	155 10 0	155 10 0	155 10 0	William Forlonge.
East Bogan, No. 25	25,000	.....	5,000	.....	.....	365 10 0	365 10 0	.....	.....	.....	William Forlonge.
West Bogan, No. 21	51,000	.....	7,000	.....	.....	155 10 0	155 10 0	155 10 0	155 10 0	155 10 0	William Forlonge.
West Bogan, No. 19	24,500	.....	4,000	.....	.....	195 7 0	195 7 0	195 7 0	195 7 0	195 7 0	William Hardy.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.
	1857	1858	1859	1860	1861				£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
WELLINGTON—continued.																
East Bogan, No. 17	14,000	....	4,000	.....	.....	260 0 0	260 0 0	.....	.....	C. W. Ligar.....	Forfeited.
West Bogan, No. 16	39,500	....	4,000	.....	.....	210 0 0	210 0 0	.....	.....	C. W. Ligar.....	Forfeited.
Gennarin, No. 1	16,000	640	.....	.....	.....	11 11 0	11 11 0	11 11 0	11 11 0	Arthur and Lester.	
East Bogan, No. 2	37,000	640	.....	.....	.....	352 10 0	470 0 0	470 0 0	470 0 0	Howe, Walker, and Co.	
West Bogan, No. 6	47,500	1,100	.....	.....	.....	71 12 6	95 10 0	95 10 0	95 10 0	J. S. Johnstone.	
Bumba, or Block No. 1	16,000	....	4,000	.....	.....	22 10 0	.....	.....	.....	J. W. Lowe.....	Forfeited.
New Gunningbah, Block I	16,000	640	.....	.....	.....	90 0 0	120 0 0	120 0 0	120 0 0	J. A. Gardiner.	
Trundell	16,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	William Cummings.	
Lower Barrie	16,000	640	.....	.....	.....	5 5 0	10 10 0	10 10 0	10 10 0	Thomas Jones.	
Tarrien	64,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	Andrew Doyle.	
East Bogan, Back Block	34,000	....	4,000	.....	.....	18 0 0	36 0 0	36 0 0	36 0 0	W. J. G. McKenzie.	
Triangle, No. 1	20,000	640	.....	.....	.....	5 10 6	11 1 0	11 1 0	11 1 0	S. B. Daniel.	
Block A.	16,000	640	.....	.....	.....	5 10 0	11 0 0	11 0 0	11 0 0	G. W. Lord.	
Block B.	16,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	G. W. Lord.	
Back Mullah	14,000	640	.....	.....	.....	5 2 6	10 5 0	10 5 0	10 5 0	William Lawson.	
Back Lower Muddall.	16,000	640	.....	.....	.....	2 11 0	2 11 0	10 4 0	10 4 0	John Brown.	
Nelson	16,000	640	.....	.....	.....	2 15 3	11 1 0	11 1 0	11 1 0	Charles Arthur.	
Curra.	16,000	640	.....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	J. Blekemere.	
Wargo Rock.	16,000	....	4,000	.....	.....	12 10 0	12 10 0	12 10 0	12 10 0	R. M. Johnstone.	
Birchen Lagoons	16,000	640	.....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	Thomas Phillips.	
East Bogan, No. 23	41,000	640	.....	.....	.....	5 0 0	20 0 0	20 0 0	20 0 0	William Forlonge.	
East Bogan, No. 21	42,000	640	.....	.....	.....	6 6 5	25 5 6	25 5 6	25 5 6	C. W. Hughes.	
East Bogan, No. 22	64,000	640	.....	.....	.....	6 6 5	25 5 6	25 5 6	25 5 6	C. W. Hughes.	
Lankays Plain, or Duck Holes	17,820	640	.....	.....	.....	2 15 0	11 2 6	11 2 6	11 2 6	J. Readford.	
Back of Lower Muddall West.	22,000	640	.....	.....	.....	22 13 0	22 13 0	22 13 0	22 13 0	John Balfe.	
West Bogan, No. 14	44,000	....	4,000	.....	.....	168 10 0	.....	.....	.....	George Francis Ackroyd.....	Forfeited.
Back of Lower Muddall West	22,000	640	.....	.....	.....	22 13 0	22 13 0	22 13 0	22 13 0	John Balfe.	
Belar Cowell	16,000	640	.....	.....	.....	10 0 0	10 0 0	10 0 0	10 0 0	John Brown.	
Back Nyningan	16,000	640	.....	.....	.....	11 1 6	11 1 6	11 1 6	11 1 6	John Brown.	
East Bogan, No. 29	19,500	....	4,000	.....	.....	187 0 0	187 0 0	187 0 0	187 0 0	William Forlonge.	
Back Grawhey	16,000	640	.....	.....	.....	120 1 0	120 1 0	120 1 0	120 1 0	A. and J. Cruikshank.	
East Bogan, No. 30	27,000	....	4,000	.....	.....	202 0 0	202 0 0	202 0 0	202 0 0	William Forlonge.	
New Munarabah	16,000	640	.....	.....	.....	10 0 0	10 0 0	10 0 0	10 0 0	J. A. Gardiner.	
West Bogan, No. 26	41,500	....	4,000	.....	.....	82 0 0	82 0 0	82 0 0	82 0 0	Llywellyn Hughes.	
Carlson	2,000	500	.....	.....	.....	10 2 6	10 2 6	10 2 6	10 2 6	Andrew Kerr.	
West Bogan, No. 17	44,500	640	.....	.....	.....	66 0 0	66 0 0	66 0 0	66 0 0	Thomas Wm. Kite.	
West Bogan, No. 16	39,500	800	.....	.....	.....	63 0 0	63 0 0	63 0 0	63 0 0	J. W. Lowe.	
Meadows	2,000	640	.....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	A. McKenzie.	
East Bogan, No. 16	31,000	640	.....	.....	.....	61 0 0	61 0 0	61 0 0	61 0 0	F. A. Powell.	
East Bogan, No. 17	14,000	640	.....	.....	.....	81 0 0	81 0 0	81 0 0	81 0 0	Frank A. Powell.	
Albert Waterhole	16,000	....	4,000	.....	.....	34 3 6	34 3 6	34 3 6	34 3 6	Edward Quinn.	
West Bogan, No. 20	52,000	....	4,000	.....	.....	50 0 0	50 0 0	50 0 0	50 0 0	W. L. and R. T. Reid.	
West Bogan, No. 21	33,000	....	4,000	.....	.....	50 0 0	50 0 0	50 0 0	50 0 0	W. L. and R. T. Reid.	
West Bogan, No. 23	36,000	....	4,000	.....	.....	50 0 0	50 0 0	50 0 0	50 0 0	W. L. and R. T. Reid.	
West Bogan, No. 30	45,000	....	4,000	.....	.....	150 0 0	150 0 0	150 0 0	150 0 0	W. L. and R. T. Reid.	
Yamba Yamba	24,000	640	.....	.....	.....	10 0 0	10 0 0	10 0 0	10 0 0	W. Richardson.	
Myall Cowell	16,000	640	.....	.....	.....	10 10 0	10 10 0	10 10 0	10 10 0	Edward Barlow.	
	25	63	40	16	27	3,592,320	69,620	1,070,000	257 17 6	833 3 2	11,218 12 4	10,354 15 8	7087 4 4	7,010 14 11		

LACHLAN.									
Cocoparra	25,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	George Hebden.
Mimosa	16,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Salting and McDonald.
Ironbark	27,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Salting and McDonald.
Pine Tree	16,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Salting and McDonald.
Curragong	16,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Salting and McDonald.
Cocoparra North	25,000	640	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	C. Wall.
Bingar, No. 1	25,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	George Hebden.
Merool Creek	35,000	4,000	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Arthur Graham.
Quondary	40,000	640	11 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	George Harmon.
Woolloombye	32,000	640	10 7 9	41 11 0	.....	.....	.....	.....	W. B. Tooth..... Forfeited.
North Barrellan	40,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Sir William Manning.
Ballingrambil, Block A	40,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Kirk and Goldsborough.
Ballingrambil, Block B	40,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Kirk and Goldsborough.
Ballandry	19,480	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	George Hebden.
Ballingrambil	40,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	David Ramsay.
Ballingrambil, Block C	40,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Kirk and Goldsborough.
Conaparra	48,000	4,000	.....	6 5 0	12 10 0	.....	.....	.....	Sims and Reid Forfeited.
Scrubby Range	48,000	4,000	.....	6 5 0	12 10 0	.....	.....	.....	Sims and Reid Forfeited.
Kolkibertoo Back Run	40,000	4,000	.....	6 5 0	12 10 0	12 10 0	12 10 0	12 10 0	Stephen Fennell.
Wilbetroy	22,400	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	William Lee.
Kolkibertoo	32,000	640	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Devlin.
South Thononga, Block C	30,000	4,000	.....	10 7 6	41 10 0	.....	.....	.....	W. B. Tooth..... Forfeited.
Milbec	25,000	640	.....	2 11 3	10 5 0	.....	.....	.....	P. Murray..... Forfeited.
Kolkibertoo West	40,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	A. Graham.
Dundoo	16,000	640	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	J. Moulder.
Gorman's Hill West	17,000	640	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	Thomas Stone.
Boreebil	25,000	640	.....	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	W. Walsh.
Enablalong	65,000	640	.....	5 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Joseph Moulder.
Wilga	80,000	4,000	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	D. and S. O'Sullivan.
Nobby's Lagoon	17,000	640	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	William Weiss.
Bogago	30,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	D. and S. O'Sullivan.
Yerra Yerra	15,000	640	.....	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	J. Strickland.
Mugga Swamp	27,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	William Gibson.
Gorman's Hill	23,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	William Lee.
Meringreen	42,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	R. Treehilly.
Ungarreo	26,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	R. Treehilly.
Tubbetta	40,000	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	George Hebden.
Tubbetta North	40,000	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	George Hebden.
Bland	17,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	W. Atkins.
Bygolorce	19,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	P. Murray.
Tragellana East	20,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	John Heylin.
Naradham	50,000	4,000	.....	60 15 0	81 0 0	81 0 0	81 0 0	81 0 0	Terence A. Murray.
Mandamar	25,000	4,000	.....	61 10 0	82 0 0	82 0 0	.....	.....	Raymond and Brown..... Forfeited.
Head of Bribera Creek	13,000	4,000	.....	45 1 6	61 0 0	61 0 0	61 0 0	61 0 0	Walter Howell.
Keandra Creek	20,000	640	.....	99 15 0	133 0 0	133 0 0	133 0 0	133 0 0	J. Stinson.
Little Cadow	16,000	640	.....	.....	8 11 3	14 5 0	14 5 0	14 5 0	Edward Jones.
Bena	28,200	700	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	Edward Jones.
Woollongough	38,000	700	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	Thomas Dick.
Bottogamry Gailnan	40,300	700	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	James and Thomas White.
Ugalong	22,400	640	.....	.....	6 5 0	25 0 0	25 0 0	25 0 0	Reid and Richards.
Youngara Creek	44,800	700	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	James Taylor.
Eurathu	40,000	4,000	.....	.....	3 2 6	12 10 0	12 10 0	12 10 0	C. Wall.
Ugolo, Block A	28,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	William Ward.
Bonar	16,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	William Lee.
Tallybung	30,720	4,000	.....	.....	2 10 0	.....	.....	.....	Hugh Hamilton..... Forfeited.
Outer Borambil	38,720	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	W. H. Sattor.
Block No. 9, or Moonba	14,000	640	.....	.....	7 10 0	10 0 0	10 0 0	10 0 0	George Wm. Lord.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.
	1857.	1858.	1859.	1860.	1861.				£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
LACHLAN—continued.																
Marar						16,000	....	4,000	.....	.....	83 5 0	111 0 0	111 0 0	111 0 0	A. J. R. and G. Rankin.	
Naradham North						30,000	640	.....	.....	.....	.....	7 10 0	10 0 0	10 0 0	D. and S. O'Sullivan.	
Naradham East						30,000	640	.....	.....	.....	.....	8 6 11	11 2 6	11 2 6	D. and S. O'Sullivan.	
Yarrangobilly North						20,000	....	5,000	.....	.....	.....	11 5 0	15 0 0	15 0 0	Scott, Saunders, and Mitchell.	
Boorambil						16,000	640	.....	.....	.....	.....	2 10 0	10 0 0	10 0 0	D. and S. O'Sullivan.	
Wilga South						15,000	640	.....	.....	.....	.....	2 10 0	10 0 0	10 0 0	D. and S. O'Sullivan.	
Gorman's Hill North						15,000	640	.....	.....	.....	.....	2 10 0	10 0 0	10 0 0	D. and S. O'Sullivan.	
Upper Wyolong						30,000	640	.....	.....	.....	.....	5 0 0	10 0 0	10 0 0	Edward A. Phillips.	
Sandy Creek						16,000	640	.....	.....	.....	.....	5 10 0	11 0 0	11 0 0	M'Guire and Hall.	
Mamea						29,000	640	.....	.....	.....	.....	162 15 10½	325 11 9	325 11 9	J. Miller.	
Weric, or Block A						15,000	640	.....	.....	.....	.....	5 0 0	10 0 0	10 0 0	William Tom, senior.	
Narawah or Gimmell, Block B.						16,000	640	.....	.....	.....	.....	10 0 0	10 0 0	10 0 0	William Tom, senior.	
Woollombye						32,000	....	4,000	.....	.....	.....	50 10 0	50 10 0	50 10 0	Wm. A. Brodribb.	
Conapaira						48,000	....	6,000	.....	.....	.....	55 0 0	55 0 0	55 0 0	Wm. Beaumont.	
Malonga						20,000	....	4,000	.....	.....	.....	14 0 0	14 0 0	14 0 0	James Ramsay.	
South Thononga, Block C.						30,000	....	4,000	.....	.....	.....	21 0 0	21 0 0	21 0 0	Walker, Sloane, and Co.	
Kitegora						16,000	640	.....	.....	.....	.....	8 5 0	11 0 0	11 0 0	A. Graham.	
Coleman Holes						16,000	....	4,000	.....	.....	.....	8 5 0	11 0 0	11 0 0	A. Graham.	
North Bolaro, Block A						20,000	....	4,000	.....	.....	.....	11 5 0	15 0 0	15 0 0	Richard Julian.	
Cocopara East						16,000	640	.....	.....	.....	.....	.....	5 10 0	11 0 0	Stephen Pennell.	
Kolkibertoo South						38,000	....	4,000	.....	.....	.....	.....	5 0 0	10 0 0	A. B. Morgan.	
Yalgogoring North						20,000	....	4,000	.....	.....	.....	.....	5 0 0	10 0 0	Macansh and Besnard.	
West Mandamar						50,000	640	.....	.....	.....	.....	.....	6 0 0	12 0 0	James Moonden.	
Upper Wyalong, No. 2						30,000	640	.....	.....	.....	.....	.....	2 10 0	10 0 0	Frederick Thompson.	
Mervil Creek						30,000	....	4,000	.....	.....	.....	.....	5 0 0	20 0 0	P. Mackay.	
Mandamar						25,000	640	.....	.....	.....	.....	.....	18 0 0	18 0 0	Nathaniel Wells.	
Bungerra						76,800	640	.....	.....	.....	.....	.....	11 0 0	11 0 0	Michael Bourke.	
Koginne						16,000	640	.....	.....	.....	.....	.....	10 0 0	10 0 0	Hood and Twaddles.	
Yalgogoring						38,000	....	4,000	.....	.....	.....	.....	10 0 0	10 0 0	Hardy's Executors.	
Sebastopol, Block A., No. 1						32,000	640	.....	.....	.....	.....	.....	15 0 0	15 0 0	T. C. Brodribbs.	
Sebastopol, Block B., No. 2						32,000	640	.....	.....	.....	.....	.....	15 0 0	15 0 0	T. C. Brodribbs.	
Sebastopol, Block C., No. 3						32,000	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	T. C. Brodribbs.	
Sebastopol, Block D., No. 4						32,000	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	T. C. Brodribbs.	
	17	29	13	18	14	2,584,820	83,450	147,000	106 0 3	599 3 8	990 7 6	1,626 1 9½	1,703 8 1	1,703 8 1		
MURRUMBIDGEE.																
Piney Ridge						24,000	....	4,000	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Rudd and Jackson.	
Piney Sand Hills						26,000	....	4,000	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Rudd and Jackson.	
Headford						25,600	....	4,000	7 17 9	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	George Hillas.	
Yarrangobilly						38,000	....	4,000	7 17 9	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	John M. Sawyer.	
The Pound						10,000	640	.....	3 15 0	15 0 0	15 0 0	16 0 0	15 0 0	15 0 0	Murrell and M'Alum.	
Conargo, Back Run, Block C						32,000	....	4,000	.....	27 15 0	111 0 0	111 0 0	111 0 0	111 0 0	Reid, Brothers.	
Agintoothong						45,000	....	4,000	.....	13 2 6	52 10 0	.....	.....	.....	W. B. Tooth	Forfeited.
Gelleldary						16,000	....	4,000	.....	12 12 6	50 10 0	.....	.....	.....	W. B. Tooth	Forfeited.
Coonargo, Block A						48,000	640	.....	.....	25 0 0	100 0 0	100 0 0	100 0 0	100 0 0	R. D. and C. A. Reid.	
Savernake						19,200	....	6,000	.....	16 5 0	65 0 0	65 0 0	65 0 0	65 0 0	John Graham.	
Billebong Forest, A						19,200	800	.....	.....	15 17 0	63 10 0	63 10 0	63 10 0	63 10 0	Hugh Glass.	
Windouran, Block A						48,000	800	.....	.....	20 17 0	83 10 0	83 10 0	83 10 0	83 10 0	John Moore.	
Kentucky						16,000	....	4,000	.....	2 6 5	10 5 0	10 5 0	10 5 0	10 5 0	J. Loring.	
Long Plain						15,000	....	4,000	.....	4 7 6	17 10 0	17 10 0	17 10 0	17 10 0	W. Absolon.	

Cowpasture	25,600	4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	James Henry Osborne.					
Buryja	17,920	640	82 17 6	110 10 0	110 10 0	110 10 0	110 10 0	110 10 0	110 10 0	G. Grant.					
West Moombria	25,010	4,000	5 2 6	20 10 0	20 10 0	20 10 0	20 10 0	20 10 0	20 10 0	Robert Chrichton.					
Jeremiah	10,000	4,000	38 12 6	51 10 0	51 10 0	51 10 0	51 10 0	51 10 0	51 10 0	Raymond and Brown					
Nottingham Forest	16,000	4,000	38 12 6	51 10 0	51 10 0	51 10 0	51 10 0	51 10 0	51 10 0	A. M'Cullagh					
Argalong	16,000	4,000	38 5 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	A. M'Cullagh					
Couradigby	12,000	4,000	38 5 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	Raymond and Brown					
Brindebilla	16,000	4,000	38 5 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	Raymond and Brown					
Coblooman	16,000	4,000	38 5 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	51 0 0	Raymond and Brown					
Uratta, Back Block	66,000	4,000	23 5 0	31 0 0	31 0 0	31 0 0	31 0 0	31 0 0	31 0 0	Clarke and M'Leay.					
Old Man's Plain, or Boonook	32,000	4,000	15 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Clarke and M'Leay.					
Bramina	25,000	640	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	D. Hull					
South Mohonga Forest	32,000	640	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	R. Rand.					
Oak Forest	30,000	4,000	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	R. T. E. B. and J. B. Firebrace.					
Cochran	38,000	640	2 15 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	H. Gwynne.					
Pinbeyan	16,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Bowman, Wilson, and Purcell.					
Windouran, Block C	48,000	4,000	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Lachlan M'Bean.					
The Little Swamp	35,000	640	13 1 0	13 1 0	13 1 0	13 1 0	13 1 0	13 1 0	13 1 0	W. Jenkins.					
Pevensey and Mungadal, Back Block A	22,000	4,000	50 2 0	50 2 0	50 2 0	50 2 0	50 2 0	50 2 0	50 2 0	W. Lang.					
Billybong, Back Block	13,497	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Robert Pattison.					
North Barratta	20,000	4,000	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	Henry Ricketson.					
North Boonook	14,000	4,000	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	11 10 0	Richard Dun & James Butchart.					
Yarrangobilly North	20,000	5,000	11 5 0	11 5 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Scott, Saunders, and Mitchell.					
Tollendool	18,560	640	67 17 6	90 10 0	90 10 0	90 10 0	90 10 0	90 10 0	90 10 0	Elizabeth Vincent.					
Thellaka or Dry Lake	20,000	640	6 16 0	12 3 0	12 3 0	12 3 0	12 3 0	12 3 0	12 3 0	James Tyson.					
Bumbalong	10,000	640	15 10 0	31 0 0	31 0 0	31 0 0	31 0 0	31 0 0	31 0 0	J. H. Chalker.					
North Caranboon	16,000	4,000	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	James Maiden.					
Debateable Land	30,000	4,000	6 5 7	25 2 1	25 2 1	25 2 1	25 2 1	25 2 1	25 2 1	Thomas and G. Lang.					
Waook	7,000	4,000	2 15 3	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Wilson Cockran and M'Caughy.					
Agintoobong	45,000	4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	John and James Thompson.					
North Moraga	20,000	4,000	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	William Officer.					
Triangular Plain	23,220	4,000	8 15 0	35 0 0	35 0 0	35 0 0	35 0 0	35 0 0	35 0 0	J. Drew.					
East Booraboonilly	6,400	640	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Watson and Hewitt.					
Salt Plains	32,000	4,000	10 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Richard Box.					
Myall Forest	20,500	4,000	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	Robert Kennedy.					
Barrigan	16,000	4,000	25 0 0	25 0 0	25 0 0	25 0 0	25 0 0	25 0 0	25 0 0	Robert Kennedy.					
Myall Plains	25,000	640	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	E. A. Woodhouse.					
Lalatte	30,000	640	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Charles Fartiere.					
Warrangobogra	30,000	640	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Charles Fartiere.					
	5	22	9	12	5	1,405,610	10,100	147,000	25 15 6	668 14 11	1,380 7 6	1,147 13 9	1374 5 1	1,377 5 1	
MONEROO.															
Mowle's Gully	10,000	640	7 16 3	31 5 0	31 5 0	31 5 0	31 5 0	31 5 0	31 5 0	J. M'Guffin.					
Mericumbene	18,000	640	10 0 0	40 0 0	40 0 0	40 0 0	40 0 0	40 0 0	40 0 0	J. Mallon.					
Waddilgia	10,000	640	13 17 6	55 10 0	55 10 0	55 10 0	55 10 0	55 10 0	55 10 0	E. J. Byrne.					
Burrow	14,000	640	14 7 6	57 10 0	57 10 0	57 10 0	57 10 0	57 10 0	57 10 0	Ward and Williams.					
Bald Hills, or the Gullies	16,000	640	17 12 6	70 10 0	70 10 0	70 10 0	70 10 0	70 10 0	70 10 0	Moses Joseph.					
Thoco	5,600	640	14 17 9	69 11 0	69 11 0	69 11 0	69 11 0	69 11 0	69 11 0	Carnoy and O'Neal.					
Adicumbene	16,000	640	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Bourke and Delaney.					
Narybaba	4,000	640	7 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	Thomas Doyle.					
Snow Vale	16,000	4,000	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	D. Ryrie.					
Biddi	10,000	640	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Hyland and Williams.					
Little Tindery's	16,000	640	5 5 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	J. M. and E. S. Antill					
	9	2	146,500	6,400	4,000	91 19 0	377 16 0	340 16 0	340 16 0	382 16 0	382 16 0	

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.		
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.				£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.			£ s. d.	
LOWER DARLING.	1857	1858	1859	1860	1861													
Outer Culpaulin East	"	"	"	"	"	32,000	....	4,000	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	N. Chadwick.	
Outer Curranyale	"	"	"	"	"	32,000	....	4,000	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	N. Chadwick.	
Paringi	"	"	"	"	"	51,000	640	....	3 15 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	P. McFarlane.	
Back of Merrowee	"	"	"	"	"	16,000	640	....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Joshua Smith.	
Beyond Back of Merrowee	"	"	"	"	"	14,400	....	....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Joshua Smith.	
Wallawaalla	"	"	"	"	"	32,000	1,000	....	11 5 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	Samuel Smith.	
Culparling	"	"	"	"	"	123,000	640	....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	Peter Tyson.	
Outer Tiltao	"	"	"	"	"	70,000	....	4,000	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	C. B. Fletcher.	
Outer Tapco	"	"	"	"	"	70,000	....	4,000	2 11 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	C. B. Fletcher.	
Minden	"	"	"	"	"	61,440	640	....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Brainard	"	"	"	"	"	61,440	640	....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Gumhall	"	"	"	"	"	32,000	....	4,000	7 17 9	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	Samuel Smith.	
Moondana	"	"	"	"	"	32,000	....	4,000	7 17 9	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	31 11 0	Samuel Smith.	
Polacingoga	"	"	"	"	"	48,000	....	4,000	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Thomas Arkill Smith.	
Werimbela	"	"	"	"	"	48,000	....	4,000	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Samuel Smith.	
Toylanbool	"	"	"	"	"	76,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Raynding	"	"	"	"	"	32,000	....	4,000	.....	2 11 3	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	William Ross.	
Kungarie Plains West	"	"	"	"	"	32,000	....	4,000	.....	2 12 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	Mort and Cameron.	
Outer Wallandra West	"	"	"	"	"	32,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	N. Chadwick.	
Talywalka	"	"	"	"	"	89,000	640	....	.....	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. H. Suttor.	
Lower Talywalka	"	"	"	"	"	64,000	640	....	.....	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. J. Phelps.	
Blenheim Back Plains	"	"	"	"	"	60,000	....	4,000	.....	7 17 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	J. J. Phelps.	
Outer Woytchuaga East	"	"	"	"	"	96,000	....	4,000	.....	7 13 9	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	10 5 0	J. J. Phelps.	
Sahara	"	"	"	"	"	64,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	N. Chadwick.	
Mount M'Pherson East	"	"	"	"	"	38,400	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Tyson.	
Outer Mount M'Pherson East	"	"	"	"	"	38,400	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Kaye and Butchart.	
North Sahara	"	"	"	"	"	64,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Kaye and Butchart.	
Outer Albermarle and Henley	"	"	"	"	"	64,000	....	4,000	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	James Tyson.	
South Talywalka	"	"	"	"	"	64,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. J. Phelps.	
Willibah	"	"	"	"	"	76,800	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. J. Phelps.	
Wallandra, Outer Run	"	"	"	"	"	32,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	William Ross.	
Weelong, Outer Run	"	"	"	"	"	32,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. H. Suttor.	
Terryawind	"	"	"	"	"	64,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	W. H. Suttor.	
Inner or West Terryawind	"	"	"	"	"	64,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Eastern Tarcoola	"	"	"	"	"	32,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
East Wanba	"	"	"	"	"	64,000	....	4,000	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	J. L. Phelps.	
Kingare Plains	"	"	"	"	"	32,000	....	4,000	.....	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	James McLeod.	
Back of Campadore	"	"	"	"	"	32,000	....	4,000	.....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	N. Chadwick.	
Back of Winbar	"	"	"	"	"	32,000	....	4,000	.....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Hugh Glass.	
Manara	"	"	"	"	"	16,000	640	....	.....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Hugh Glass.	
Kerie Back Run, No. 1	"	"	"	"	"	32,000	....	4,000	.....	8 5 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Samuel Smith.	
Gal Gal Range	"	"	"	"	"	144,000	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	T. Iccly.	
Burrage	"	"	"	"	"	64,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James McLeod.	
Arumpo	"	"	"	"	"	64,000	....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Scott.	
Outer Minden	"	"	"	"	"	92,160	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Scott.	
Outer Brainerd	"	"	"	"	"	92,160	640	....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Outer Back Culpaulin East	"	"	"	"	"	128,000	640	....	.....	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Samuel Smith.	
Outer Merry	"	"	"	"	"	64,000	640	....	.....	9 3 9	12 5 0	12 5 0	12 5 0	12 5 0	12 5 0	12 5 0	N. Chadwick.	
North Dotheboy	"	"	"	"	"	32,000	640	....	.....	.....	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	W. H. Suttor.	
South Dotheboy	"	"	"	"	"	32,000	640	....	.....	.....	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	Hugh Glass.	
	15	8	24	2	2	2,813,100	14,140	100,000	59 5 0	277 10 5	422 15 6	610 16 9	637 18 0	637 18 0	637 18 0	637 18 0		

ALBERT.										
Parnolingay	38,900	640	4,000	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	G. B. Fletcher.
Polo	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Peika	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Boyong	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Aripilis	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Pera	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Boura	16,000	640	.....	3 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Henry Drax Bloxham.
Paringa Gaara	237,600	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	John Baker.
Mulea Gaara	156,800	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	R. Holland.
Outer Panamaroo	128,000	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	John Baker.
Outer Maloira	96,000	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	John Baker.
Neulia Gaari	115,200	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	R. Holland.
Outer Weinterriga	128,000	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Richard Holland.
Annularia	48,000	.....	4,000	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Walker's 22nd Camp	38,000	640	4,000	10 7 9	41 11 0	41 11 0	41 11 0	41 11 0	41 11 0	James Chisholm.
Walker's 22nd Camp, Back Run	38,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Chisholm.
Myali	38,000	.....	4,000	10 7 9	41 11 0	41 11 0	41 11 0	41 11 0	41 11 0	James Chisholm.
Myali Back Run	38,000	640	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	James Chisholm.
Wallar	15,360	.....	4,000	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	T. B. Jamieson.
Moorpar	15,360	.....	4,000	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	T. B. Jamieson.
Tooran	15,360	.....	4,000	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	12 2 0	T. B. Jamieson.
Kallara	78,000	.....	4,000	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	11 1 0	Nicholas Chadwick.
North Anna Branch	38,000	.....	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	John Cameron.
Eurilla	64,000	.....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Illawla	61,200	.....	4,000	.....	2 11 0	10 4 0	10 4 0	10 4 0	10 4 0	D. Fletcher.
Mallambry	78,000	.....	4,000	.....	2 10 0	.....	.....	.....	.....	H. and B. Jamieson
Waltragalda	89,600	.....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Cobrilla	96,000	.....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Camballa	96,000	.....	4,000	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Parkungi	89,000	.....	4,000	.....	2 10 0	.....	.....	.....	.....	H. and B. Jamieson
Yarballa	64,000	640	.....	.....	37 17 11	151 11 6	151 11 6	151 11 6	151 11 6	J. Hay.
Urutah West	57,600	.....	4,000	.....	52 15 0	211 0 0	.....	.....	.....	J. Scott
Urutah	51,200	.....	4,000	.....	45 0 0	180 0 0	.....	.....	.....	J. Scott
West Brook	44,800	640	.....	.....	62 17 11	251 11 6	251 11 6	251 11 6	251 11 6	J. Hay.
Anna Branch East	53,760	.....	4,000	.....	25 2 6	100 10 0	100 10 0	.....	.....	W. B. Tooth
Mere	64,000	.....	4,000	.....	12 12 6	50 10 0	50 10 0	50 10 0	50 10 0	Henry Drax Bloxham.
Toorall	64,000	.....	4,000	.....	12 12 6	50 10 0	50 10 0	50 10 0	50 10 0	Henry Drax Bloxham.
Bintullea	128,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Dunne.
Outer Yatalka	89,880	.....	4,000	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	J. Pile.
Outer Willotia	79,000	.....	4,000	.....	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	J. Pile.
Scrub Run, Block 10	91,420	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run, Block 5	102,040	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run, Block 8	96,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run, Block 4	107,620	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run, Block 9	91,420	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run, Block 6	162,040	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Back Dandaloo	16,000	640	.....	.....	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	F. Martel.
Scrub Run, Block 2	48,000	640	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	10 0 0	J. Hay.
Scrub Run	44,800	1,280	.....	.....	57 16 4	77 1 9	.....	.....	.....	C. Cowper, junior
Mount Gipps	128,000	.....	4,000	.....	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Coonbarialla	128,000	.....	4,000	.....	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Waltragile	48,000	.....	4,000	.....	7 17 6	10 10 0	10 10 0	10 10 0	10 10 0	D. Fletcher.
Outer Callara	54,000	.....	4,000	.....	.....	3 15 0	15 0 0	15 0 0	15 0 0	Nicholas Chadwick.
Beyond Outer Callara	54,000	.....	4,000	.....	.....	3 15 0	15 0 0	15 0 0	15 0 0	Nicholas Chadwick.
Far West	96,000	.....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	Nicholas Chadwick.
Inkermann	128,000	.....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.
Alma	128,000	4,000	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.

Forfeited.
Forfeited.
Forfeited.
Forfeited.
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Forfeited.

CROWN LANDS.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.
	1857	1858	1859	1860	1861				£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
ALBERT—continued.																
Balaklava	128,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.	
Malakoff	128,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.	
Kars	128,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.	
Silestria	128,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	H. and B. Jamieson.	
Outer Culpaulin	96,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	John Crozier.	
Outer Bouley	96,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	John Crozier.	
Outer Notalie	94,000	....	4,000	.....	.....	2 10 0	10 0 0	10 0 0	10 0 0	John Crozier.	
Outer Dunlop North-west	96,000	....	4,000	.....	.....	.....	.....	5 0 0	10 0 0	H. B. Scott and G. M. Perry.	
Mt. M'Pherson	57,000	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	J. Chisholm.	
Anna Branch East	51,500	....	4,000	.....	.....	.....	.....	85 0 0	85 0 0	C. W. Hughes.	
New Thedagen	16,000	640	.....	.....	.....	.....	.....	10 0 0	10 0 0	William Meers.	
Balara	57,600	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	James Chisholm.	
	24	29	12	..	5	3,607,960	8,765	136,000	131 18 6	718 11 2	1,451 2 9	1,366 1 6	1,316 6 0	1,316 6 0		
THE DARLING.																
Scrub Run, Block 3	83,200	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	John Hay.	
Goonalga	54,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	Jos. Smith.	
Gurrooga	30,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	J. Smith.	
Cattigenda	30,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	J. Smith.	
Calcoo	30,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	J. Smith.	
Wangalaroo	46,000	640	.....	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	J. Smith.	
Merrowa	76,800	640	.....	.....	.....	5 10 0	11 0 0	11 0 0	11 0 0	Joseph Smith.	
Back of Turlee	32,000	....	4,000	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	Shaw and Row.	
Garnpung	86,400	....	4,000	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	Robertson and Chrystal.	
Golgollaw	65,000	....	4,000	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	John Birkott.	
Outer Dunlop South-west	96,000	....	4,000	.....	.....	5 0 0	10 0 0	10 0 0	10 0 0	George Murray Perry.	
Mallambry	76,120	640	.....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	H. and B. Jamieson.	
Parkungi	91,640	....	.....	.....	.....	20 0 0	20 0 0	20 0 0	20 0 0	H. and B. Jamieson.	
Scrub Run	44,800	....	4,000	.....	.....	15 0 0	15 0 0	15 0 0	15 0 0	Archibald Auld.	
M'Culloch's Range	51,200	640	.....	.....	.....	.....	5 2 6	10 5 0	10 5 0	Nicholas Chadwick.	
Outer Curyanyale, Back Plains	51,200	640	.....	.....	.....	.....	.....	5 2 6	10 5 0	Nicholas Chadwick.	
Birrie	16,000	....	4,000	.....	.....	.....	.....	5 5 0	10 10 0	James Scott.	
Bulabula	34,800	....	4,000	.....	.....	.....	.....	5 5 0	10 10 0	James Scott.	
Dunlop South-west, Back Run No. 3	67,000	640	.....	.....	.....	.....	.....	2 15 3	11 1 0	John M'Intosh.	
Newfoundland, No. 1	22,000	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	Julius Jeffreys.	
Darling, Block D	32,000	....	4,000	.....	.....	.....	.....	15 0 0	15 0 0	W. A. Brodribbs.	
Outer Newfoundland, No. 1	64,000	....	4,000	.....	.....	.....	.....	11 0 0	11 0 0	Julius Jeffreys.	
Outer Newfoundland, No. 2	64,000	....	4,000	.....	.....	.....	.....	11 0 0	11 0 0	Julius Jeffreys.	
	2	12	9	1,164,160	7,040	44,000	.....	.....	10 0 0	120 10 0	241 9 3	270 11 0		

WARREGO.											
Back Aripilis	22,000	640						7 10 0	10 0 0	10 0 0	Henry Drax Bloxham.
Back Boyong	46,080	640						7 10 0	10 0 0	10 0 0	Henry Drax Bloxham.
Back Polo	96,000	640						7 10 0	10 0 0	10 0 0	Henry Drax Bloxham.
Georgy East	46,000	640						11 5 0	15 0 0	15 0 0	George W. Lord.
West Warrego, No. 1	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 2	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 3	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 4	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 5	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 6	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 7	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 8	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 9	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 10	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 11	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 12	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 13	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 14	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 15	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
West Warrego, No. 16	16,000	640						7 10 9	10 1 0	10 1 0	John McIntosh.
Outer Mere	96,000	640	4,000					7 10 0	10 0 0	10 0 0	Scott and Perry.
Darling, No. 1, or Bonney	16,000	640						7 10 0	10 0 0	10 0 0	George W. Lord.
Darling, No. 2, or Thala	16,000	640						7 10 0	10 0 0	10 0 0	George W. Lord.
Georgy	16,000	640						7 10 0	10 0 0	10 0 0	Samuel Smith.
Upper Bugga Budda	24,000	640						7 10 0	10 0 0	10 0 0	G. Bather.
Coorallie East	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Goonorry	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Windara	16,000	640							5 2 6	10 5 0	Saunders and Eagar.
Mullagoonia	16,000	640							5 2 6	10 5 0	Saunders and Eagar.
Lower Coorallie West	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Lower Coorallie East	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Yundaroo	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Coorallie West	16,000	640							5 5 0	10 10 0	Saunders and Eagar.
Boimba	16,000	640							5 12 9	11 5 6	Frederic M. Hill.
Cobran	16,000	640							5 12 9	11 5 6	Frederic M. Hill.
Wallah, No. 1	18,200	640	4,000						5 5 0	10 10 0	Henry Rourke.
Wallah, No. 2	18,200	640	4,000						5 5 0	10 10 0	Henry Rourke.
Wallah, No. 3	16,000	640	4,000						5 5 0	10 10 0	Henry Rourke.
Wallah, No. 4	18,200	640	4,000						5 5 0	10 10 0	Henry Rourke.
Bannockburn	32,000	640	4,000						2 12 6	10 10 0	James Dickson.
Linchiden	32,000	640	4,000						2 12 6	10 10 0	James Dickson.
Weelwally	16,000	640							2 15 0	11 0 0	J. and J. D. White.
Booraniberra West	32,000	640							2 10 0	10 0 0	J. Boston.
Booraniberra	32,000	640							2 10 0	10 0 0	J. Boston.
Will Bill Bill	16,000	640							3 15 0	15 0 0	George Forrester.
Go Gurrilley	16,000	640							3 15 0	15 0 0	George Forrester.
Cumbarah Springs	16,000	640							3 15 0	15 0 0	J. B. Rundle.
Muckerrawca	16,000	640							2 11 3	10 5 0	J. Dowe.
Muckerrawea South	16,000	640							2 11 3	10 5 0	J. Dowe.
Paperton	16,000	640							2 16 3	11 5 0	F. G. Eggleston.
Yarrambah North	14,500	640							2 15 0	11 0 0	T. M. Hill.
Cumleucubinbah	16,000	640							2 11 3	10 5 0	T. M. Hill.
Kunreeborree East	16,000	640							2 10 0	10 0 0	George Lee.
Kieugal	32,000	640							2 10 0	10 0 0	C. M'Kenzie.
Yarrangal West	16,000	640							2 10 0	10 0 0	C. M'Kenzie.
Langboyde	16,000	640							2 10 3	10 1 0	William Picton.
Gil Gi	64,000	640							2 10 0	10 0 0	J. White.

NEW RUNS—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					AREA.	CATTLE.	SHEEP.	RENT.						NAMES OF LESSEES.	REMARKS.	
	1857.	1858.	1859.	1860.	1861.				1862.	1857.	1858.	1859.	1860.	1861.			1862.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.				£ s. d.			£ s. d.					
WARREGO—continued.																	
Boorooman North	31,360	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Mureabin	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Boogira	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Teriabola	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Cowga	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Collygo	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Waroma	16,000	640	.....	.....	.....	.....	.....	.....	2 10 0	10 0 0	J. White.	
Torwood	32,000	.....	4,000	.....	.....	.....	.....	.....	11 5 0	11 5 0	J. Eggleston.	
Lammington	32,000	.....	4,000	.....	.....	.....	.....	.....	10 10 0	10 10 0	James Dickson.	
Cartland	16,000	.....	4,000	.....	.....	.....	.....	.....	10 10 0	10 10 0	James Dickson.	
Tatala	16,000	640	.....	.....	.....	.....	.....	.....	10 10 0	10 10 0	James Dickson.	
Gurriwarra	16,000	640	.....	.....	.....	.....	.....	.....	11 5 0	11 5 0	Fredek. Wheritt.	
Kunreeberec	16,000	640	.....	.....	.....	.....	.....	.....	25 0 0	25 0 0	William J. Colless.	
The Grawin	16,000	640	.....	.....	.....	.....	.....	.....	20 0 0	20 0 0	James Evans.	
Bundabullah East, Block 1	16,000	640	.....	.....	.....	.....	.....	.....	11 0 0	11 0 0	J. B. Rundle.	
Bundabullah East, Block 2	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	A. and J. F. Doyle.	
Bundabullah East, Block 3	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	A. and J. F. Doyle.	
Bundabullah East, Block 4	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	Robert W. Vivers.	
Bundabullah West, Block 1	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	Robert W. Vivers.	
Bundabullah West, Block 2	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	A. and J. F. Doyle.	
Bundabullah West, Block 3	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	A. and J. F. Doyle.	
Bundabullah West, Block 4	16,000	640	.....	.....	.....	.....	.....	.....	15 0 0	15 0 0	Robert W. Vivers.	
Painctagabah	16,000	.....	4,000	.....	.....	.....	.....	.....	15 0 0	15 0 0	Robert W. Vivers.	
Dumdclang	32,000	.....	4,000	.....	.....	.....	.....	.....	10 0 0	10 0 0	Glass and Corrigan.	
Ticco	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	Glass and Corrigan.	
Towry	16,000	640	.....	.....	.....	.....	.....	.....	10 5 0	10 5 0	W. H. Hill.	
Birrie	16,000	640	.....	.....	.....	.....	.....	.....	10 5 0	10 5 0	W. H. Hill.	
Boggira East, Block A	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	W. L. Lees.	
Boggira East, Block B	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	W. J. M'Donald.	
Coobung	16,000	640	.....	.....	.....	.....	.....	.....	10 0 0	10 0 0	W. J. M'Donald.	
Birrie East, No. 1	16,000	640	.....	.....	.....	.....	.....	.....	35 0 0	35 0 0	Andrew M'Kenzie.	
Birrie East, No. 2	16,000	640	.....	.....	.....	.....	.....	.....	11 1 0	11 1 0	Parnell and Gaidon.	
	25	64	1,767,540	48,280	48,000	.....	.....	.....	.....	.....	191 17 0	783 8 9	1,001 5 0	

A. ORPEN MORIARTY,
 Chief Commissioner of Crown Lands.

RECAPITULATION.

NAME OF DISTRICT.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.					ARRA.	ESTIMATED GRAZING CAPABILITIES.		RENT.					
	1857	1858	1859	1860	1861		CATTLE.	SHEEP.	1857.	1858.	1859.	1860.	1861.	1862.
									£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
CLARENCE RIVER	2	9	..	1	2	208,000	6,460	16,000	17 2 9	164 17 11	174 2 6	176 10 0	90 12 6	108 10 0
NEW ENGLAND AND M'LEAY ...	1	3	..	..	..	94,000	1,920	4,000	5 10 0	30 10 0	56 0 0	56 0 0	56 0 0	56 0 0
GWYDIR	6	18	1	6	2	660,460	12,760	20,000	54 0 0	142 14 3	308 5 6	359 12 0	417 17 0	417 17 0
LIVERPOOL PLAINS	10	6	..	..	9	413,280	12,940	16,000	50 18 0	160 0 6	209 19 0	209 19 0	278 4 0	278 4 0
BLIGH	14	40	2	27	5	1,084,800	46,640	24,000	79 6 6	299 1 11	596 3 0	870 8 2	975 2 6	1,006 3 9
WELLINGTON	25	63	40	16	27	3,592,320	69,620	1,070,000	257 17 6	833 3 2	11,218 12 4	10,354 15 8	7,087 4 4	7,010 14 11
LACHLAN	17	29	15	18	14	2,584,820	33,450	147,000	106 0 3	599 3 8	990 7 6	1,626 1 9½	1,703 8 1	1,703 8 1
MURRUMBIDGEE	5	22	9	12	5	1,405,610	10,100	147,000	25 15 6	663 14 11	1,380 17 6	1,147 13 0	1,377 5 1	1,377 5 1
MONEROO	9	2	..	..	..	145,500	6,400	4,000	91 19 0	377 16 0	340 16 0	340 16 0	340 16 0	340 16 0
LOWER DARLING	15	8	24	2	2	2,813,100	14,140	100,000	59 5 0	277 10 5	422 15 6	610 16 9	637 18 0	637 18 0
ALBERT	24	29	12	..	5	3,807,980	8,765	136,000	131 18 6	718 11 2	1,451 2 9	1,366 1 6	1,316 6 0	1,316 6 0
THE DARLING .....	..	..	2	12	9	1,164,160	7,040	44,000	.....	.....	10 0 0	120 10 0	241 9 3	241 9 3
WARREGO .....	..	..	..	25	64	1,767,540	48,280	48,000	.....	.....	.....	191 17 0	753 8 9	1,001 5 0
GRAND TOTAL	118	229	105	119	144	19,861,650	278,715	1,776,000	879 13 0	4,257 3 11	17,068 11 7	17,132 10 10½	15,475 11 6	15,615 7 10

CROWN LANDS.

A. ORPEN MORIARTY,

Chief Commissioner of Crown Lands.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

TALA AND MOOLPA RUNS.

(CORRESPONDENCE RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 10 January, 1862.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 3 April, 1860, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ (1.) All Correspondence between the Government and the
“ occupants of Tala Run, and the Local Commissioner, on the
“ subject of an amended claim to lease made for that Run
“ since the year 1850.

“ (2.) All Correspondence on the subject of any tenders said to
“ clash with the amended boundaries of Tala, with the Local
“ Commissioner, or the occupants of Tala or Moolpa Run.

“ (3.) The Minutes of any proceedings held for investigating
“ these matters on behalf of the Government.

“ (4.) A Tracing, shewing the original claim to lease of Tala,
“ with its area, and shewing the amended claim with its area.”

(*Mr. Parkes.*) .

SCHEDULE.

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TALA AND MOOLPA RUNS.

No. 1.

Application for a Lease of Waste Lands of the Crown, beyond the Settled Districts, in the Colony of New South Wales.

I, WILLIAM CHARLES WENTWORTH, of Vaucluse, do hereby claim to have issued to me, under and in pursuance of Her Majesty's Order in Council, published in the *Government Gazette* of New South Wales, of the 7th day of October, 1847, a Lease of the Waste Lands of the Crown, described in the Schedule hereunder written.

The said lands are now in my licensed occupation, and at the date of the publication of the above Royal Order, and for twelve months previously thereto, the same were held under license by me.

Given under my hand, this thirty-first day of March, A.D., 1848.

W. C. WENTWORTH.

To the Honorable
The Colonial Secretary,
Sydney.

Transferred to John Black,
48/7230.

SCHEDULE.

COMMISSIONER'S DISTRICT AND GENERAL LOCALITY.	NAME OF RUN.	ESTIMATED NUMBER OF ACRES.	ESTIMATED CAPABILITY FOR GRAZING.		Description of the Lands by reference to leading Geographical features, and marked or determined boundary lines.
			CATTLE.	SHEEP.	
Murrumbidgee district. Situated on the south side of the river Mur- rumbidgee, near the junctions of the rivers Lachlan and Murrum- bidgee, and Murray and Murrumbidgee.	Tala....	Two hundred thousand acres.	Fifteen hundred, and	Thirty thousand.	Bounded upon the east by a line running south from the river Murrumbidgee, and commencing from a lagoon called Coondoora, about 5 miles above the junc- tion of the Lachlan with the Murrumbidgee, and adjoining a run held by Mr. George Hobler; bounded on the west by a line running south, and commencing at the river Murrumbidgee, from a marked tree, about 13 miles from the junction of the Murrum- bidgee and Murray, and forming a boundary with Mr. John Scott's run; the river frontage is about 40 miles in length, its general direction being north-east and south-west; and the side lines extend back about 8 miles.

(Signature of Applicant.)

W. C. WENTWORTH.

Colonial Secretary's Office,
Sydney, 7 October, 1847.

LEASES OF CROWN LANDS BEYOND THE SETTLED DISTRICTS.

1. His Excellency the Governor, in reference to his Proclamation of this date, publishing Her Majesty's Order in Council, regulating the occupation of Waste Lands of the Crown within the Colony, deems it proper to caution the licensed occupants of Waste Lands of the Crown beyond the Settled Districts, that the rights conferred on them by the 11th section of chap. 11 of the Regulations, must be exercised within the periods in that section prescribed, by relation to the date of the Proclamation above referred to publishing the said Order in Council.

2. The applications must be lodged in the Office of the Colonial Secretary, in Sydney, if the lands for which the lease is applied for be situated within the Sydney or Middle District; or of His Honor the Superintendent at Melbourne, if within the Southern or Port Phillip District; and in order to preserve uniformity, the applicants will be required to use the printed forms, copies of which may be obtained from the Commissioners of Crown Lands beyond the Settled Districts, as well as at the Office of the Superintendent at Melbourne, and at this Office.

3. All such applications must set forth the names and clear descriptions of the runs applied for, and of the boundaries of the same, as prescribed with respect to new runs, by the 13th section of chap. 11 of the Order in Council. In such descriptions it will be necessary to refer to leading geographical features, and marked or determined boundary lines, as well as to the names of the occupants of adjacent lands, and to give the length and general direction of the several boundary lines with reasonable certainty; and also to state the supposed extent of the runs, and the number of sheep, or equivalent number of cattle, which each run may be estimated as capable of carrying.

4.

4. An abstract of all applications received will, from time to time, be published in the *New South Wales Government Gazette* or *Port Phillip Government Gazette*, for the information of all parties concerned.

5. Persons who object to the claims of others, either wholly or in part, as comprising lands to the lease of which they may conceive themselves entitled, are recommended to lodge in the Office of the Colonial Secretary, or Superintendent of Port Phillip, caveats referring to such claims, and specifying the lands to which their objections extend, and the grounds on which they prefer their claims to the same.

6. It will be impossible that the issue of leases should take place immediately on demands being made for them. In many cases the Government may not be able, until the end of the year 1848, to determine whether the particular runs applied for will be included in the Intermediate or Unsettled Districts, and in all cases it will be necessary to consider and decide on the claims of applicants, to verify the descriptions of the runs, and to estimate the number of sheep or cattle which each run will carry, and the rent accordingly to be paid. His Excellency, however, desires, at the same time, to intimate, that all practicable despatch will be used, for the purpose of putting the occupants of Crown Lands in possession of the leases to which they may be entitled under Her Majesty's Regulations.

By His Excellency's Command,

E. DEAS THOMSON.

No. 2.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF CROWN LANDS.

Head Quarters,

Tumut, 14 August, 1849.

SIR,

I have the honor to state, for your information, that with reference to the application of Mr. W. C. Wentworth for a lease of the run of Tala,—

1. It is held for pastoral purposes.
2. Is not within the Settled Districts.
3. I recommend a reserve of twenty-five square miles in this locality, for the Aboriginal Natives, *vide* my Report 15th December, 1848, and 21st February, 1849.
4. Nothing included in this application that has not been hitherto previously held under license.
5. The demand is for one lease for three distinct runs adjoining each other, forming one block of land previously held under licenses.
6. Name and description correct.

I have, &c.,

HENRY BINGHAM.

No. 3.

MR. THOMAS BARKER to CHIEF COMMISSIONER OF CROWN LANDS.

Sydney, 22 June, 1849.

SIR,

I have the honor to enter my caveat against the demand made by Wm. C. Wentworth, Esq., as published in the *Government Gazette* of 30th September last, for a lease of a place called Tarlo, situated on the left bank of the Lower Murrumbidgee; his description of the boundary line dividing Tarlo from Nap Nap (recently the run of Mr. Geo. Hobler, now transferred to me), takes away about 12 miles of the river frontage of Nap Nap, and which forms the very best portion of the run.

My reasons for entering the caveat are as under:—

First—Mr. Hobler's application to the Commissioner for the run, was prior to that of Mr. Wentworth's agent.

Secondly—Mr. Wentworth's license, dated 27th August, 1845, describes his boundary as commencing on the bank of the Murrumbidgee, and running down to an oval lake called Landola, or Candola; whereas his application in the *Gazette* describes his boundary as commencing on the bank of the Murrumbidgee, at this said lake, instead of terminating thereat; this lake is about 12 miles within my boundary.

Thirdly—That Mr. Hobler accidentally hearing of Mr. Wentworth's agent going to the Commissioner, to endeavour to obtain authority to encroach on the run Nap Nap, hastened to meet him, and did so at the office of the Commissioner, when after much argument the present boundary line of Nap Nap was fixed, an agreement drawn up between Mr. Hobler and this agent of Mr. Wentworth's, witnessed by the Commissioner, and filed in his office on this occasion. Mr. Hobler stated he gave up several miles of river frontage to which he was justly entitled, because he did not like to contend with such a powerful enemy as Mr. Wentworth.

Fourthly—That Mr. Hobler and my agents have been in possession above four years; the establishment and all improvements are on the part claimed by Mr. Wentworth.

I have, &c.,

THOS. BARKER.

No. 4.

CHIEF COMMISSIONER OF CROWN LANDS to MR. W. C. WENTWORTH.

*Crown Lands Office,
Sydney, 9 July, 1849.*

SIR,

I do myself the honor to inform you, that a protest has been lodged at this office by Mr. Thomas Barker, against your claim to a lease of the Tala Run; and if the same be not withdrawn within two months from the present date, it will be duly forwarded to the Commissioner appointed under the Act of Council, 11 Victoria, No. 61, for the investigation of cases of disputed boundaries.

I have, &c.,
GEO. BARNEY.

No. 5.

CHIEF COMMISSIONER OF CROWN LANDS to MR. THOMAS BARKER.

*Crown Lands Office,
Sydney, 9 July, 1849.*

SIR,

I beg to inform you, that your protest against the claim of Mr. W. C. Wentworth, for a lease of a run called Tarlo, in the District of Murrumbidgee, has been received; and that if the same be not withdrawn within two months from the present date, it will be duly forwarded to the Commissioner appointed under the Act of Council, 11 Victoria, No. 61, for the investigation of cases of disputed boundaries.

I have, &c.,
GEO. BARNEY.

No. 6.

MR. THOMAS BARKER to CHIEF COMMISSIONER OF CROWN LANDS.

Sydney, 29 January, 1850.

SIR,

I have the honor to inform you, that having made an arrangement with W. C. Wentworth, Esq., relative to the boundary in dispute between us, I now beg to withdraw my caveat in this case.

I have, &c.,
THOS. BARKER.

No. 7.

CHIEF COMMISSIONER OF CROWN LANDS to MR. THOMAS BARKER.

*Crown Lands Office,
Sydney, 2 March, 1850.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 29th January last, intimating your wish to withdraw your caveat entered against the issue of a lease to Mr. W. C. Wentworth, for the Tala Station, in the District of Murrumbidgee.

I have, &c.,
GEO. BARNEY.

No. 8.

CHIEF COMMISSIONER OF CROWN LANDS to MR. W. C. WENTWORTH.

*Crown Lands Office,
Sydney, 2 March, 1850.*

SIR,

I have the honor to inform you, that Mr. Thomas Barker has withdrawn his caveat against the issue of a lease to you of the Tala Station, in the District of Murrumbidgee.

I have, &c.,
GEO. BARNEY.

No. 9.

TALA AND MOOLPA RUNS.

7

No. 9.

MR. JOHN BLACK to CHIEF COMMISSIONER OF CROWN LANDS.

Sydney, 10 April, 1850.

SIR,

I have the honor to send you an amended description of the run at Tala, which now stands in my name. I find the original description does not comprise much more than that portion of the run which is yearly flooded by the river Murrumbidgee, and has omitted the greater part of the run which the flocks now depasturing on it necessarily occupy during the winter months, and without which the remainder of the run for about half the year, that is during the periodical floods, is not available.

The supplemental country, indeed, which this amended description embraces, has always been occupied, and the license paid for it; and without it the grazing capabilities of the runs would not be equal to more than half the estimate of them which has been given in, as I have no doubt the Commissioner of the district will be able to testify.

Amended description of Tala.

Commencing at the Condura Lagoon, bounded on the east by a line running from that lagoon fifteen (15) miles south; on the west by a line running south ten (10) miles, and commencing at the River Murrumbidgee, from a marked tree about thirteen (13) miles from the junction of the Murrumbidgee and the Murray, and forming a boundary with Mr. John Scott's run; on the south by a line commencing at the south end of the western boundary, as described above, running east until it intersects a prolongation of the eastern or dividing boundary between Nap Nap Toogemba, which prolongation together with the western boundary of Nap Nap forms the eastern boundary of Tala. The river frontage is about forty (40) miles in length, and its general direction N.E. and S.W. The whole of the back run consists of thinly grassed plains, totally devoid of water during the greater part of the year.

Estimated area	500,000 acres.
Name of Run	Tala.
Grazing capabilities.....	1,500 cattle.
Ditto	30,000 sheep.

I have, &c.,

JOHN BLACK.

No. 10.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS,
MURRUMBIDGEE.*Crown Lands Office,*

Sydney, 18 April, 1850.

SIR,

I do myself the honor to transmit herewith the enclosed amended description of the Tala Run, in your district, lodged by Mr. John Black, and to request that you will be good enough to notify the same to all parties in your district whose interests may be affected by its adoption. For description, see No. 9.

I beg also to remind you that it will be necessary for you to report, in this case, whether the party has included in his description any vacant Crown lands to which he is not entitled.

I have, &c.,

GEO. BARNEY.

No. 11.

CHIEF COMMISSIONER OF CROWN LANDS to MR. JOHN BLACK.

Crown Lands Office,

Sydney, 18 April, 1850.

SIR,

I beg to inform you that your amended description of the Tala Run has been referred to Mr. Commissioner Bingham, for the purpose of being notified to all parties whose interests may be affected by its adoption.

I have at the same time to acquaint you, that the amendment referred to will not give any title whatever to land beyond the hitherto recognized limits of the above run.

I have, &c.,

GEO. BARNEY.

No. 12.

No. 12.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

*Camp, 350 miles from Head Quarters, near the
junction of the two main Rivers,
21 November, 1850.*

SIR,

No. 672, 18 April,
1850.
One enclosure,
No. 50-1854,
11 April, 1850.
Re-transmitted.

Adverting to your letter, as noted, transmitting one enclosure, being an amended description of the Tala Run, forwarded by Mr. John Black, and requesting my report on the points noted,—I do myself the honor to state, for your information,—

1. The run is held for pastoral purposes.
2. In the Unsettled Districts.
3. I considered the situation very eligible for a Reserve to be made by the Crown, (as previously noted), and a Town Reserve has been ordered.
4. I do not consider the applicant has made any demand to which he is not entitled.
5. The demand is for one lease for three distinct runs, forming one block, previously held under licenses.
6. The three runs are now held under the license for Tala.
7. The necessary communications have been made to the parties interested.
8. No protests lodged.

I have, &c.,

HENRY BINGHAM,
C. C. L.

No. 13.

MR. G. S. LANG to COLONIAL SECRETARY.

Gundagai, 14 January, 1850.

SIR,

I take the liberty of sending a copy of a letter which I have this day sent to the Chief Commissioner, regarding the leasing of the back country between the Moulmain and Murrumbidgee, and I hope you will approve of the view there taken of it.

I remain, &c.,

GIDEON S. LANG.

I am not aware of any intention to lease the runs in question, except tenders may be received for them under H. M. Order in Council. As this matter has been submitted, it appears, to the Chief Commissioner, request his report upon the subject.—26 January.

Chief Commissioner, 29 January, 1858.

[Enclosure in No. 13.]

Gundagai, 14 January, 1850.

Sir,

I understand that it is the intention of Government to advertise for tender as runs all the country between the Murrumbidgee and Moulmain, laying more than ten miles from water. As a settler in the district I beg most earnestly to call your attention to the following remarks upon the subject, as such a proceeding will cause the ruin of every settler upon both waters, without any corresponding advantage to Government or the community.

To make myself clearly understood, it will be necessary for me to explain the nature of the country and the system pursued in depasturing it.

The whole is one dead level plain without one drop of water, except during winter, which is from May or June to August or September, and sometimes the middle of October—that is, from four to six months. Not a drop falls during summer; clouds are seldom seen, and when they are (even though accompanied with thunder and lightning) they pass without rain; and if there is a thunder shower, let it be ever so heavy, it is completely dried up in two or three days. In fact it is a tropical climate, so hot and dry that the sheep require water at least once and sometimes twice a day. The country consists of salt bush plains, of which there are immense tracks without a tree or a bush, where you go out of sight of timber as of land upon the ocean; there is not a bunch of scrub to boil a pot of tea; when there is timber it is in broken strips running parallel to the river, at distance of from six to twelve miles from each other. Annexed are plans of my own runs, Mungadingaol and Pavensy, which are considered well timbered. The salt bush, which is very much like heather covered with hoar frost, is interspersed with grass at intervals, the whole, both grass and salt bush so thinly scattered, that infinitely more land is required to support a sheep there than in any other part of the Colony. Add to this that there are miles upon miles of the big salt bush, too old to be eaten, and among which there is no grass, where the stock never lay mouth to ground; and immense stretches of "oaten grass" which, after a few days heat, runs down like tinder, and is blown away in dust. On Pavensy there are twelve square miles of it in one block, perfectly useless except for about one month in the year, and not always for that.

To

To meet the circumstances of the case there are two or three sets of huts. (*See Plan.*) The first set are on the river, and are used only in the height of summer, when the sheep cannot feed out above two miles, and must return at mid-day to cool and drink. The second are on the first timber, and are used in spring and autumn; the sheep first feed into the river and out the same day, and then as the weather cools and a drink in two days suffices, they feed back one day and into the river the next; when the rainy season comes they shift again further back, if there is timber, and remain during the winter, shifting occasionally along the ridge. The cattle with which the country was first occupied adopted this system for themselves, and regularly leave the frontage as soon as rain falls; or even the calves, they have adopted their habits to the nature of the country. The whole of our cattle and M'Guise's feed from twenty to twenty-five miles back (*see Plan*), and so much depend upon that feed that no fat cattle are procured unless there is a wet winter; if there is not that, the cattle are not only deprived of the back feed, but never allow the frontage to spring, and in summer are absolutely starved. The same argument applies to sheep runs, and that so forcible, that last autumn when the rains were unusually late, the people, both of the Murrumbidgee and Moulmain, had to move as far back as ten miles—many of them—though the sheep had to come in that distance to water every day, and they had to carry water to the people; the pasture is so thin that, even with only one flock at a station, sheep require to be constantly shifted, and instead of gunyas in all directions, as at present, huts upon sledges or wheels are coming into general use as the stock increases. The extent of the back plains does no more than make up for the thinness and dispersion of the pasture.

From the above it must be evident that the leasing of these back plains must be ruinous to the frontage holders, without any corresponding advantage to the community.

As there is not a drop of water for six or eight months, they can only be occupied as winter runs, to which sheep must come from other parts of the Colony, and travel along the frontages in spring and autumn. In autumn they will consume the little grass that is left, and starve the sheep as well as scatter the cattle. In spring they will travel when the grass is tender and young, and will cut up thrice as much as they consume, besides scattering the cattle at the only season when they will then have a chance of fattening in a bad, that is then a dry season; they will add to the misfortune of the frontage holder by hanging on the river till the rains falls; they will always come as soon as and go as late as possible, and may make the possession of a winter run an excuse for travelling during the whole summer at the rate of four miles a day, as was done last year by the Billibong settlers when their water was dried up.

The area of the back country is about 2,000 square miles, which, allowing for the winter runs the same as is proposed for the frontage runs, 100 square miles, a miserable allowance indeed in that country, will give twenty runs of the whole as available; but that is far from being the case, as wood and folding ground are as necessary as water for a winter run, and these are only supplied by the timber ridges, which are of sand, and rise from one to two and a half feet above the plains, which are generally hard clay; there are so many immense plains without so much as a bush, that I believe the number of 100 mile blocks available will not exceed twelve or fifteen at the very utmost. Anything less than 100 miles is a perfect mockery, for at the best they will have but one strip of timber through them, it being only on the Lower Murrumbidgee, where these bare plains prevail, that there is any land beyond ten miles from water.

To counterbalance the increase of sheep from the occupation of these back plains for four or five months by the settlers of Argyle, Murray, Port Phillip, &c., instead of by the holders of the frontages, there are:—

- 1st. The inevitable spread of catarrh, from the travelling and mixing of so many stocks.
- 2nd. The reduction of the present stock of sheep, and the stop put to further increase.
- 3rd. The decrease of the present stock of cattle, which will be at least one-half, and in many cases three-quarters of their present numbers. Our neighbour, Mr. Guise, has 2,000 head of fattening (not breeding) cattle upon nine miles, an enormous stock for such a frontage, which is only supported by the back plains. Other runs are equally stocked and must be reduced to one-quarter their present number, and then will never fatten, as they will be driven off the feeding and bedding grounds to which they have been accustomed for years.
- 4th. The destruction of the frontage runs, by the travelling of the winter stocks twice a year.
- 5th. The utter expulsion from such runs as are inundated by the floods, which extend from three to fifteen miles back; among these are Nap Nap, Toogimbil, and Pavensy, opposite and above the junction of the Lachlan.

The back plains are an integral part of the frontage runs, and can be advantageously depastured by the holders of them only; for by so many sheep as the back runs will carry for five months, will the stock of the frontages be reduced for the whole twelve months, and I firmly believe that though a few more licenses may be paid Government, the Colony will lose by it.

I would humbly suggest that if Government are not satisfied that they receive the full value of the back plains, they should have them surveyed, or at least examined, so as to estimate to what extent the timber will make the back run of each available, and let each settler pay for his whole run its full value as winter and summer run combined, or allow it to be leased, as proposed.

For the correctness of the above description of the country, I can with confidence appeal to the surveyors and others who have been in the district, and particularly to Mr. Bingham, who from his experience and local knowledge is every way qualified to give a correct estimate of its grazing capabilities. Any further information that may be required on the subject I will be happy to furnish.

I remain, &c.,
GIDEON S. LANG.

Chief Commissioner
of Crown Lands.

No. 14.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

Colonial Secretary's Office,
Sydney, 29 January, 1850.

SIR,

With reference to a letter which has been addressed to you by Mr. G. S. Lang, respecting the leasing of certain portions of the country lying between the Murrumbidgee and Moulamein, I do myself the honor to request the favour of your report thereon, for the information of His Excellency the Governor.

I have, &c.,
W. ELYARD, JUNR.

No. 15.

CHIEF COMMISSIONER OF CROWN LANDS to COLONIAL SECRETARY.

*Crown Lands Office,
Sydney, 8 February, 1850.*

SIR,

Adverting to your letter of the 29th ultimo, No. 50/22, requesting my report on Mr. G. S. Lang's communication respecting the leasing of certain portions of country lying between the Murrumbidgee River and Moulamein, I do myself the honor to inform you that Mr. Lang's letter has been referred to Mr. Commissioner Bingham, on receipt of whose report I will do myself the honor of bringing the subject under notice.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

This may lie over accordingly.
Colonel Barney should perhaps call on Mr. Bingham, to expedite his report.
5 April.

No. 16.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

*Colonial Secretary's Office,
Sydney, 12 April, 1850.*

SIR,

Referring to your letter of the 8th February last, respecting Mr. G. Lang's communication relative to the leasing of certain portions of country lying between the Murrumbidgee River and Moulamein, I do myself the honor to request that you will instruct Mr. Commissioner Bingham to expedite the report which you have called upon him to make on the subject.

I have, &c.,
W. ELYARD, JUNR.

No. 17.

CHIEF COMMISSIONER OF CROWN LANDS to COLONIAL SECRETARY.

*Crown Lands Office,
Sydney, 8 June, 1850.*

SIR,

In reference to your letters of the 29th January last and 12th April, I have now the honor to submit, for the information of His Excellency the Governor, a communication from Mr. Commissioner Bingham, proposing an adjustment of a tract of country known as the Murrumbidgee Plains, lying between the Murrumbidgee River and the Billybong and Yanco Creeks, in his District, proposed to be offered to public competition. I beg also to forward that officer's report upon the representations made by Mr. Gideon S. Lang and others, holders of runs having frontage to the above river and creeks, as to the inexpediency of the proposed arrangement.

2. From the accompanying correspondence it will be seen that the tract referred to, which is estimated to contain upwards of eighteen hundred square miles, was tendered for in one block by a Mr. W. L. Morton, in July, 1848; but Mr. Morton's tender comprising also portions of land already licensed, or previously tendered for, was declined, and the Commissioner was directed to propose a sub-division of the land into separate runs, that they might be offered to competition as adjusted ones.

3. The country is stated to consist of vast open plains, which, owing to the absence of permanent water, can only be made available for a portion of the year, namely, during the winter months, and it is represented that the holders of the frontage runs have been in the habit of occupying it with their stock during that season.

4. Those parties have objected to the country being offered to competition, on the ground that such a measure will deteriorate the value of their runs, by subjecting them to be deprived of country which they have been accustomed to occupy; and moreover, that in the event of its being obtained by other parties, their frontages will be liable to intrusion during the period that the back country becomes unavailable for stock; and they therefore request that they may be permitted to extend their boundaries for ten miles backwards, so as to take in the back runs, stating their willingness to pay any extra charge that may be demanded of them, in respect of the additional area that will thereby be included in their holdings. It will be observed that this application is supported by the recommendation of the Commissioner of the District; but I am disposed to think that as it is evident that the back country has not been included in the areas returned by the Commissioner for the stations on the frontages, the holders of those stations cannot legally claim to have it included in their leases, and I apprehend that having been tendered for as a new run, and adjusted, it must be offered to public competition, in conformity with sec. 13 of chap. II of Her Majesty's Order in Council, and as directed by His Excellency's Minute upon the original tender.

5. I beg, however, to suggest that, in carrying out this view, the Commissioner be instructed to prepare a subdivision of the back country into blocks corresponding with the runs having frontage, by which arrangement the holders of those runs will have an opportunity of obtaining authorized possession of back runs; and, as the Commissioner states, that when connected with the frontages the back country will become much more valuable than it otherwise would be, it is to be presumed that it will be the interest of the applicants to tender such rates of premium as will secure them from competition, which they will be enabled to do from the increased value that the possession of back runs will give to their frontages.

6. It is of course probable that, in some instances, the tenders of the present licensed occupants will be out-bid by other parties, but I have no hesitation in stating my conviction that no individual inconvenience that would thereby be occasioned, should be weighed against the manifest impropriety of handing over to a few stockholders, without competition, a tract of country covering so vast an area as the Murrumbidgee Plains. Sketch enclosed.

I have the honor, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

I also am of opinion that the wishes of the applicant, as seconded by Mr. Bingham, cannot legally be assented to. See 13 section of chap. 11 of the Order in Council.

The suggestion, however, contained in the 6th paragraph of this letter appears to be a very good one, and if acted upon will afford the present licensees in the locality referred to an opportunity of securing the so-called back run in the only way in which it is now competent to the Government to offer.

17 June.

[Enclosure in No. 17.]

Head Quarters, Tumut,
18 April, 1850.

Sir,

I do myself the honor to acknowledge the receipt of your letter as noted, transmitting a letter of application from Mr. Gideon S. Lang, soliciting, for the reasons he sets forth, that the apparent Waste Crown Lands situated between the southern boundaries (as acknowledged) of the runs on the Lower Murrumbidgee River and the runs on the Billibong Creek may not be submitted to public competition, and requesting my opinion on the same.—I have to state, for your information, that on a very careful consideration of the grounds set forth by Mr. Lang in his statements, I am induced to recommend (under certain restrictions) that the licensees holding stations on the lower portion of the Murrumbidgee River may be permitted to amend their applications for leases to the extent of ten (10) miles back (but no more) from their present back boundaries, which are equi-distant (10) ten miles from the Murrumbidgee River, thus giving them double the extent of area they at present have, which of course would be estimated then as one entire block of country; and I may here remark that I certainly should be disposed to estimate the value of these back waste lands, isolated as they are, and without water, annexed to the present river runs, at a much higher estimate than of standing on their own present value or capabilities, and which induces me to recommend this measure. The restrictions I allude to are, that in the event of their obtaining leases for these runs, and further permitted to amend their application for lease, that a clause should be inserted that the lessees should not be permitted to subdivide these back lands without a command of river frontage; as if not so prevented by proper instructions they would be doing themselves, from speculation or other motives, when once they had the power, the very thing they so earnestly request the Government will not do now. Should they be permitted by the Executive to amend their applications, I would suggest that circulars be sent to the parties concerned, intimating to them that if they are prepared to pay the proper fees for the back country, as may be estimated, that they will be permitted to amend their applications to the extent I have specified.

Letter No. 177,
6 Feb., 1850,
with enclosure.
Enclosure
returned.

I have, &c.,
HENRY BINGHAM,
Commissioner of Crown Lands.

George Barney, Esq.,
Chief Commissioner of Crown Lands,
Sydney.

I entirely concur in the propriety of adopting the course here suggested; but as the matter has now been lying over for a considerable time, it is very desirable that the Commissioner should give his early attention to the subdivision of the runs in the manner proposed, adhering of course, as far as practicable, to the general regulations regarding the shape, size, &c. of runs.

18 June.

Approved.—19 Oct.
Expedite.—6 July.
Chief Commr.—12 July, 1850,
and of *Sept.*
Re-submitted.—10 Oct.

Shall Colonel Barney be reminded of this?
11 Oct.
Yes.—12.
Col. Barney.—16 Oct., 1850.

End of October.

No. 18.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

Colonial Secretary's Office,
Sydney, 12 July, 1850.

SIR,

I beg to acknowledge the receipt of your letter of the 8th ultimo, No. 149, forwarding a communication from Mr. Commissioner Bingham, proposing an adjustment of a tract of country known as the Murrumbidgee Plains, lying between the River Murrumbidgee and the Billibong and Yanko Creeks, in his District, proposed to be offered to public competition, together with that officer's report upon the representations made by Mr. Gideon S. Lang and others, holders of runs having frontage to the above river and creeks, as to the inexpediency of the proposed arrangements.

2.

2. In reply, I am instructed to inform you that His Excellency the Governor concurs with you in opinion that the wishes of the applicants, as seconded by the Commissioner, cannot legally be consented to.

3. With reference, however, to the 5th paragraph of your letter, in which you suggest that, in order that the country in question may be offered to public competition in conformity with section 13 of chapter II of the Order in Council of 9th March, 1847, the Commissioner may be instructed to prepare a subdivision of it into blocks corresponding with the runs having frontage, by which arrangement the holders of those runs will have an opportunity of obtaining authorized possession of back runs—I have the honor to acquaint you that His Excellency approves of your suggestion being carried into effect.

4. As this matter has now been lying over for a considerable time, it is very desirable that Mr. Commissioner Bingham should give his early attention to the subdivision of the tract of country before alluded to, in the manner proposed, adhering, of course, as far as practicable, to the general regulations regarding the shape, size, &c., of Runs.

I have, &c.,

E. DEAS THOMSON.

No. 19.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

*Colonial Secretary's Office,
Sydney, 16 October, 1850.*

(Printed letter.)

No reply has been received to my letter of the 12th July last, respecting the subdivision of the Murrumbidgee Plains lying between the Murrumbidgee River and the Billybong and Yanko Creeks.

W. ELYARD, JUNR.

No. 20.

CHIEF COMMISSIONER OF CROWN LANDS to COLONIAL SECRETARY.

*Crown Lands Office,
Sydney, 25 October, 1850.*

SIR,

In acknowledging the receipt of your letter of the 16th of October, 1850, requesting a reply to yours of the 12th of July last, on the subject of the subdivision of the Murrumbidgee Plains, lying between the Murrumbidgee River and the Billybong and Yanko Creeks—I do myself the honor to inform you that I have again written to Mr. Commissioner Bingham, drawing his attention thereto, and requesting that his answer may be expedited.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

This may perhaps lie over till the end of the year, unless sooner answered.

30 Oct.

End of Nov.

Re-submitted.—2 Dec.

Has any further letter been received?—8th.

Apparently not.—8.

M. F.

No. 21.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

*Colonial Secretary's Office,
Sydney, 11 February, 1851.*

SIR,

Referring to your letter of the 25th October last, No. 277, and to previous correspondence respecting the subdivision of the Murrumbidgee Plains, I am directed by His Excellency the Governor to draw your attention to the subject, and to request the favor of your early reply.

I have, &c.,

W. ELYARD, JUNR.

No. 22.

CHIEF COMMISSIONER OF CROWN LANDS to COLONIAL SECRETARY.

*Crown Lands Office,
Sydney, 12 February, 1851.*

SIR,

In reference to your letter of the 11th instant, drawing my attention to the proposed adjustment and subdivision of the Murrumbidgee Plains, I do myself the honor to submit the report recently received from Mr. Commissioner Bingham, accompanied by a plan

plan* and description of the several runs into which the country has been divided, and I beg to state that I have proposed to include the same in the usual course in a notice of adjusted Runs for public competition now in course of preparation.

I have, &c.,
GEO. BARNEY,
 Chief Commissioner of Crown Lands.

* Plan referred to not furnished with papers.

Mr. F.—I am not aware of any objection to the proposed scheme of subdivision.
 Approved, 18th. C. A. F.

[Enclosure 1 in No. 22.]

Head Quarters, Tumut,
 14 January, 1851.

Sir,
 Adverting to your letters as herein noted, requesting that I would prepare anew a sub-division of Waste Crown Lands named Murrumbidgee Plains into blocks corresponding with the commanding river frontage, I have now the honor to transmit you a plan and detailed description of the same, and have further to state that, in the discharge of this duty, myself and party suffered much from the arid state of the country, the water being very scarce and bad, and the feed for horses so scanty that we were compelled to leave three behind us.

George Barney, Esq.,
 Chief Commissioner of Crown Lands,
 Sydney.

I have, &c.,
HENRY BINGHAM.

No. 1279—18
 July, 1850.
 No. 2013—22
 October, 1850.
 No. 2296—11
 December, 1850.
 To be inserted in
 next publication
 23 January.

[Enclosure 2 in No. 22.]

ADJUSTMENT OF MURRUMBIDGEE PLAINS.—DESCRIPTION.

Nap Nap, block A; commencing at a point 10 miles south of the junction of the Lachlan River with the Murrumbidgee River, and extending 10 miles south from that point, thence 7½ miles east, A, 48,000 acres. thence 10 miles north, and thence 7½ miles west; forming a block of 75 square miles or 48,000 acres.

Nap Nap, block B; commencing at the north-east terminus of Nap Nap, block A, and extending south for 10 miles, thence east for 7½ miles, thence north 10 miles, and thence west 7½ miles;—75 square miles or 48,000 acres.

Nap Nap, block C; commencing at the north-east terminus of Nap Nap, block B, and extending south for 10 miles, thence east for 7½ miles, thence north 10 miles, and thence west 7½ miles;—75 square miles or 48,000 acres.

Nap Nap, block D; commencing at the north-east terminus of Nap Nap, block C, and extending south for 10 miles, thence east for 7½ miles, thence north 10 miles, and thence west 7½ miles;—75 square miles or 48,000 acres.

Toogoombie, block A; commencing at the north-east terminus of Nap Nap, block D, and extending south for 10 miles, thence east for 7½ miles, thence north 10 miles, and thence west 7½ miles;—75 square miles or 48,000 acres.

Toogoombie, block B; commencing at the north-east terminus of Toogoombie, block A, and extending south for 10 miles, thence east for 5½ miles, thence north 10 miles, and thence west 5½ miles;—55 square miles or 35,200 acres.

Pevensy, block A; commencing at the north-east terminus of Toogoombie, block B, and extending south for 10 miles, thence east by north 10 miles, thence north for 10 miles, and thence west by south 7½ miles;—75 square miles or 48,000 acres.

Munilgingergell, block A; commencing at the north-east terminus of Pevensy, block A, and extending south for 10 miles, thence east by north 10 miles, thence north 10 miles, and thence west by south 10 miles—very inferior country;—100 square miles or 64,000 acres.

Eli Elwah, block A; commencing at the north-east terminus of Munilgingergell, block A, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Eli Elwah, block B; commencing at the north-east terminus of Eli Elwah, block A, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Burrabogie, block A; commencing at the north-east terminus of Eli Elwah, block B, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Burrabogie, block B; commencing at the north-east terminus of Burrabogie, block A, and extending south for ten miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Mulberrygang, block A; commencing at the north-east terminus of Burrabogie, block B, and extending south for 10 miles, thence east for 5 miles, thence north for 10 miles, and thence west for 5 miles;—50 square miles or 32,000 acres.

Mulberrygang, block B; commencing at the north-east terminus of Mulberrygang, block A, and extending south 10 miles, thence east 5 miles, thence north 10 miles, and thence west 5 miles;—50 square miles or 32,000 acres.

Singorambah, block A; commencing at a point 15 miles south from the old yard on the Murrumbidgee River (the boundary point between the runs of Mulberrygang and Singorambah), and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Singorambah, block B; commencing at the north-east terminus of Singorambah, block A, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Singorambah, block C; commencing at the north-east terminus of Singorambah, block B, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Singorambah, block D; commencing at the north-east terminus of Singorambah, block C, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

Moulamein, block A; commencing at the south-west terminus of Nap Nap, block A, and extending south for 10 miles, thence east for 7½ miles, thence north for 10 miles, and thence west 7½ miles;—75 square miles or 48,000 acres.

Moulamein,

Moulamein, block B, 48,000 acres.	Moulamein, block B; commencing at the north-east terminus of Moulamein, block A, and extending south for 10 miles, thence east $7\frac{1}{2}$ miles, thence north 10 miles, and thence west $7\frac{1}{2}$ miles;—75 square miles or 48,000 acres.
Windouran, block A, 48,000 acres.	Windouran, block A; commencing at the north-east terminus of Moulamein, block B, and extending south for 10 miles, thence east for $7\frac{1}{2}$ miles, thence north 10 miles, and thence west $7\frac{1}{2}$ miles;—75 square miles or 48,000 acres.
Windouran, block B, 48,000 acres.	Windouran, block B; commencing at the north-east terminus of Windouran, block A, and extending south for 10 miles, thence east $7\frac{1}{2}$ miles, thence north 10 miles, and thence west $7\frac{1}{2}$ miles;—75 square miles or 48,000 acres.
Coonargo, block A, 48,000 acres.	Coonargo, block A; commencing at the north-east terminus of the Waarkinbragil run, licensed to Walter Ogilvie, and extending south for 10 miles, thence east by north $7\frac{1}{2}$ miles, thence north 10 miles, and thence west by south $7\frac{1}{2}$ miles;—75 square miles or 48,000 acres.
Coonargo, block B, 32,000 acres.	Coonargo, block B; commencing at the north-east terminus of Coonargo, block A, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Coonargo, block C, 32,000 acres.	Coonargo, block C; commencing at the north-east terminus of Coonargo, block B, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block A, 32,000 acres.	Yanco, block A; commencing at the north-east terminus of Coonargo, block C, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block B, 32,000 acres.	Yanco, block B; commencing at the north-east terminus of Yanco, block A, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block C, 32,000 acres.	Yanco, block C; commencing at the north-east terminus of Yanco, block B, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block D, 32,000 acres.	Yanco, block D; commencing at the north-east terminus of Yanco, block C, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block E, 32,000 acres.	Yanco, block E; commencing at the north-east terminus of Yanco, block D, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.
Yanco, block F, 32,000 acres.	Yanco, block F; commencing at the north-east terminus of Yanco, block E, and extending south for 10 miles, thence east by north 5 miles, thence north 10 miles, and thence west by south 5 miles;—50 square miles or 32,000 acres.

HENRY BINGHAM, C. C. L.

No. 23.

COLONIAL SECRETARY to CHIEF COMMISSIONER OF CROWN LANDS.

*Colonial Secretary's Office,
Sydney, 19 February, 1851.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 12th instant, No. 38, respecting the subdivision of the Murrumbidgee Plains, and submitting the report of the local Commissioner, accompanied by a plan and description of the several runs into which the country has been divided.

2. In reply, I do myself the honor to inform you that His Excellency the Governor General has been pleased to approve of the same, and of the country as proposed by you being included in a notice of adjusted runs for public competition now in course of preparation.

3. The documents belonging to your office are returned herewith.

I have, &c.,
W. ELYARD.

No. 24.

DESCRIPTION of the Boundaries of Tala.

Murrumbidgee District, No. 187, of 30th September, 1848. Wentworth W. C. (now J. Black.)

TALA.

Estimated area, 268,800 acres. Grazing capabilities, 28,000 sheep or 7,000 cattle.

Bounded on the north by the Murrumbidgee River, for 30 miles; on the east by a line due south for 15 miles from the marked tree above the Wogorah Hut, being a prolongation of the boundary line between this run and Nap Nap (T. Reeve's); on the west by a line due south for 10 miles from a marked tree on the river 14 miles above its junction with the Murray, being the boundary between this run and Bonongle (C. Nicholson's); and on the south by a line connecting the eastern and western boundaries.

This run is subject to a Crown Reserve.

HENRY BINGHAM,
C. C. L.

Memorandum:—The within letter was inadvertently omitted to be transmitted with the Report of the Crown Commissioner, Murrumbidgee District, No. 50-108.

HENRY BINGHAM.

*Head Quarters, Tumut,
6 May, 1850.*

No. 25.

No. 25.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS,
MURRUMBIDGEE.

*Crown Lands Office,
Sydney, 24 March, 1854.*

SIR,

With reference to your report dated 1st ultimo, upon Mr. H. Burchett's tender for the run called Yanco, block G, I do myself the honor to draw your attention to the amended description of the Tala Run sent in by Mr. Black, and referred to the late Commissioner Bingham, on the 18th April, 1850, and reported upon by his letter dated 21st November, 1850, which may interfere with the boundaries described in the tender of Mr. Burchett.

No. 50, June,
1854.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 26.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

*District of Murrumbidgee,
Crown Lands Office,
29 March, 1854.*

SIR,

As I gather from your letter of the 24th instant, No. 54-516, that the amended description of Tala, forwarded by Mr. Black on the 10th April, 1850, and reported on by Mr. Bingham on 21st November, 1850, had been favourably entertained, I do myself the honor to draw your particular attention to the circumstances of the case.

There is no copy of any letter retained in this office prior to the appointment of Mr. Mackenzie, so that I am quite at a loss to discover what Mr. Bingham's report on this proposed amendment was; nor is there any file of letters from your office by which I might discover the substance of his report.

You will, under these circumstances, excuse my forwarding a tracing* of the claim made by Mr. Black in his amended description, which shews that, if anything more than a line parallel with the river at 10 miles from it was recommended by Mr. Bingham, Mr. Black has been unusually favoured; also shewing that the amended claim forwarded by Mr. Black would take up land now leased to others. * Appendix A.

As I observed a note, in Mr. Bingham's hand, that the river runs nearly east and west, whereas it runs more nearly north and south, I am afraid that he may have sanctioned the southern boundary claimed, viz., a line east.

The land to which Mr. Black may be considered as fairly entitled I have marked on the map forwarded.

May I beg to be informed of the substance of Mr. Bingham's report on this subject?

I have, &c.,

CHARLES G. N. LOCKHART,
Commissioner of Crown Lands.

No. 27.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS,
MURRUMBIDGEE.

*Crown Lands Office,
Sydney, 11 April, 1854.*

SIR,

In reply to your letter of the 29th ultimo, No. 54-201, relative to the amended description of the Tala Run in your District, forwarded by Mr. Black, I do myself the honor to annex, for your information, a copy of the report of the late Mr. Commissioner Bingham on the subject in question.

For report, see
No. 12.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 28.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

District of Murrumbidgee,
Crown Lands Office,
24 May, 1854.

SIR,

I do myself the honor to acknowledge the receipt of your letter of 11th April, 1854, No. 757, in which, in reply to my letter of 29th March, No. 54-201, you forwarded to me the report (dated 21st November, 1850) of Mr. Commissioner Bingham, on the amended description of Tala forwarded by Mr. John Black.

In reply to your letter, I do myself the honor to state, that I am at a loss to know whether, by forwarding the report by Mr. Commissioner Bingham, you mean to shew to me that it is now too late for me to refer to the matter, or whether you mean to invite me to make any remark which I may consider necessary on the subject.

Believing the latter course to be the proper one for me to pursue, I do myself the honor to point out to you that the report by Mr. Bingham is unprecedently partial to Mr. Black, unjust in the extreme to other squatters in the District, and therefore derogatory to the honor of the Crown, if acted upon.

In my letter of the 29th March, No. 54-201, I forwarded a tracing shewing Mr. Black's amended description; but as I hesitated to believe that Mr. Bingham had recommended this amendment in full, I did not dwell upon its evident impropriety. Finding however, from Mr. Bingham's report, that this amended claim has been favorably reported on by that gentleman, I do myself the honor to point out, that if this amended claim be entertained, the run of Tala will extend back thirty miles from the Murrumbidgee, and that with a frontage to that river of thirty miles, it will include an area of 695 square miles, as nearly as I can measure on an eighth mile to the inch map.

I beg leave further to refer to a lengthened correspondence between your office and Messrs. William Macleay, John Peter Strachan, and Gabbet, and other squatters on the Murrumbidgee, in which these gentlemen were distinctly informed that the runs of settlers on the river were to be considered as only extending to ten miles back from the river, and that therefore the blocks behind the ten mile line were to be considered as open to tender. These back blocks were therefore submitted to tender, and in many instances passed into the hands of others than those persons holding the frontage; or if obtained by them, were obtained at a high premium. If other persons were so restricted, under the rule laid down by the Commissioner of the District, I do not see why Mr. Black, or Mr. Wentworth rather, should not be so restricted likewise.

I would also beg leave to point out, that the land included in Mr. Black's amended description has not been in his actual possession; Messrs. Smith and Sylvester have had sheep stations on a portion of it for the last five years; and I would also point out that Moulamein, blocks A and B, Windouran, block A, Nap Nap, blocks A, B, and C, tendered for by and leased to others, are all included in Mr. Black's amended claim; and that there are tenders under consideration for other portions of it, which have never been in Mr. Wentworth's actual possession.

Rents having been actually received for the blocks named above, I cannot see how this amended claim can be entertained.

In support of the statements made by me, I do myself the honor to refer you to the map which I forwarded in my letter of 29th March, No. 54-201.

I may also state, that I feel confident that Mr. Commissioner Bingham recommended this claim, labouring under some misapprehension. The fact of the blocks actually included in that claim being afterwards accepted by him, shews that he did not know to what the claim actually extended; and from the memorandum attached to the assessment of the grazing capabilities of Tala, it appears clear that he imagined the claim actually included only a block ten miles from the river.

Should it appear to you that this amended claim should be set aside, I do myself the honor to append a description of the Tala Run, which will meet the justice of the case.

I have, &c.,

C. G. N. LOCKHART,
Commissioner of Crown Lands.

Is there any amended description recorded on the Yanko run?
None.

[No. 1.]

EXTRACT from Mr. Bingham's Book of Records, 11th April, 1850.—John Black.—Amended Description of Tala.

Sir,

I have the honor to send you an amended description of the run of Tala, which now stands in my name. I find the original description does not comprise much more than that portion of the run which is yearly flooded by the Murrumbidgee, and has omitted the greater part of the run which the flocks now depasturing on it necessarily occupy during the winter months, and without which the remainder of the run for about half the year, that is, during the periodical floods, is not available.

The supplemental country indeed, which this amended description embraces, has already been occupied and the license paid for it, and without it the grazing capabilities of the runs would not be equal to more than half the estimate of them which has been given in, as I have no doubt the Commissioner of the District will be able to testify.

Amended

Copy of amended claim
as on files of this office
forwarded, marked 1.

Tracing forwarded,
29 March.

Copy of memorandum in
Mr. Bingham's large
book, marked D.

Amended description as
recommended, marked V.

Amended Description.

Commencing at the Conduru Lagoon, bounded on the east by a line running from that lagoon fifteen miles south; on the west by a line running south ten miles, and commencing at the River Murrumbidgee from a marked tree about thirteen miles from the junction of the Murrumbidgee and the Murray, and forming a boundary with Mr. Scott's run; on the south by a line commencing at the south end of the western boundary as described above, and running east until it intersects a prolongation of the eastern or dividing boundary between Nap Nap and Toogoombic, which prolongation, together with the western boundary of Nap Nap, forms the eastern boundary of Tala. The river frontage is about forty miles in length, and its general direction north-east and south-west; the whole of the back run consists of thinly grassed plains, totally devoid of water during the greater portion of the year.

Tala.

Grazing capabilities, 1,500 cattle.
Ditto ditto, 30,000 sheep.

Chief Commissioner of
Crown Lands.

I have, &c.,
JOHN BLACK.

Amended description, refer to Commissioner as usual.—G. B.
Referred to Commissioner, Mr. Black informed, 18 April, 1850.

[No. 2.]

EXTRACT from Mr. Bingham's large book, labelled Official Book of all matters connected with the Murrumbidgee District. Page, 107. Assessment of Capabilities.

No. 8, No. 187, W. C. Wentworth from John Black.

Name of Run—Tala.
Estimated area, 268,000 acres.
28,000 sheep, or
7,000 cattle.

Bounded on the north by the Murrumbidgee River for thirty miles; on the east by a line due south for fifteen miles from a marked tree above Wogine hut, being a prolongation of the boundary between this run and Nap Nap (Reeves); on the west by a line due south for ten miles from a marked tree fourteen miles above the junction of the Murrumbidgee and Murray, being the boundary between this run and Bonongle (Nicholson); and on the south by a line connecting the eastern and western boundaries.

I agree in this estimate and arrangement of boundaries.

Kista, 23 November, 1850.
HENRY BINGHAM.

JOHN CHRISTIE, Agent for
W. C. WENTWORTH and
JOHN BLACK, Esq.

[No. 3.]

District of Murrumbidgee,
Crown Lands Office,
24 May, 1854.

Sir,

In reference to the amended description of Tala forwarded by Mr. John Black on 11th April, 1850, and reported on favourably by Mr. Commissioner Bingham on the 21st November, 1850, I do myself the honor to point out that, by granting the description as amended by Mr. Black, a much greater area of Crown Lands will be included in the Tala Run than the rule laid down in this District and acted upon in other cases will allow of.

It appears that the late Commissioner, Mr. Bingham, in reporting favourably on the claim set up by Mr. Black must have labored under some misapprehension, as two days after the date of his approval of this claim, he, in conjunction with Mr. Black's agent, had made an estimate of the grazing capabilities of the run of Tala, and signed a description of the boundaries which reduces the area of the run to less than one-half of that claimed in the amended description. The appended document, No. 2, and a careful examination of the claim set forth by Mr. Black on the accompanying tracing (copied from the official map) shews this to be the case.

I do myself the honor to append a description of Tala Run which will meet the justice of the case, being an increase in the area as originally claimed, and throwing the usual and fair amount of back country into the run.

I have, &c.,
CHARLES G. N. LOCKHART,
Commissioner of Crown Lands.

Chief Commissioner
of Crown Lands.

Amended Description.

TALA { Estimated area, 360 square miles.
Grazing capabilities, 28,000 sheep.

Commencing at a marked tree on the River Murrumbidgee above Wagera hut; bounded on the east by a line thence south fifteen miles; bounded on the north by the River Murrumbidgee; bounded on the west by a line from a marked tree, about fourteen miles from the junction of the Murrumbidgee with the Murray and running south eight miles (or half way to the River Edward), being the eastern boundary of Bonongle Run; bounded on the south by a line east seven miles, and thence by a straight line about north-east to the southern extremity of eastern boundary.

CHARLES G. N. LOCKHART,
Commissioner of Crown Lands.

No. 29.

MR. A. MORRIS to CHIEF COMMISSIONER OF CROWN LANDS.

*Tala, Balranald,
30 October, 1857.*

SIR,

As I anticipated, when I first had the honor of addressing you upon this subject, the injury done to my interests by the alteration of the old established eastern boundary of Nap Nap, is not to be confined to the one case, but is to be extended to all my runs, by reducing their extent in accordance with the diminished frontage already effected in favor of the neighbouring station, Toogoombie.

I have before me a map, belonging to Mr. Edward Flood, M.P., furnished, I imagine, from your office, by which it appears that the position of the back blocks behind Nap Nap and Toogoombie has been materially changed. My back blocks, Nap Nap A, B, and C, have not only been pushed west about $1\frac{1}{2}$ miles to correspond with my reduced frontage, but they have been increased in size and made to encroach on my Tala station, fully three miles west. Nap Nap D of the old maps, which has been repeatedly offered for public tender, has been wholly extinguished, and Toogoombie A takes its place, occupying also that portion of Nap Nap C of which it is attempted to deprive me.

Now, as far as the disposal of my runs within themselves is concerned, I shall be willing at all times to consult the convenience of the Survey Department, if any alterations in their respective boundaries will facilitate its operations; and whenever any supposed rights of mine shall be found injurious to the interests of the public, I hope I shall always be ready to surrender those advantages; but I do protest against being deprived of any portion of my runs for the benefit of private persons. I can easily perceive that the next encroachment, if indeed it has not been already determined upon, will be attempted by pushing the blocks which lie south of the Nap Nap blocks a corresponding distance west into my Tala station, and thereby include all my main cattle camps in Moulamein A. I regret to appear so importunate, but when it is remembered that by the error of the Government my interests are being most seriously damaged, not to public but private advantage—that the boundaries of my runs, which have been well established since 1845, are being unsettled—and that differences, which were never before dreamed of, are being created amongst neighbours—I am sure I shall be sufficiently excused for pressing upon your attention the necessity and justice of at once finally adjusting these questions.

I need scarcely point out to you that should any portion of my runs be included in a lease granted to another person, I shall be wholly precluded from protecting myself by an action for trespass, as I otherwise could. Accompanying this letter is a map,* obtained by me from the Survey Office, which will, I trust, make perfectly clear the statement I have made.

I have, &c.,

A. MORRIS.

* Map not procurable—returned to writer.

No. 30.

CHIEF COMMISSIONER OF CROWN LANDS to MR. A. MORRIS.

*Crown Lands Office,
Sydney, 25 November, 1857.*

SIR,

With reference to your letter of the 30th ultimo, I beg to inform you that you are in error as to the position of the boundary between Tala and Nap Nap; it is not in the position shewn in pencil and by a red line in the map forwarded by you, and herewith returned; the boundary is described as:—"By the Wangera Creek from its junction with the river to a marked tree half a mile above Mr. Wentworth's sheep station up the creek." Another description, that of Tala, is:—"On the east by a line due south for 15 miles from the marked tree above the Wangera hut, being a prolongation of the boundary line between this run and Nap Nap"; consequently, although the back blocks of Nap Nap and Moulamein have been enlarged, they do not, as you suppose, encroach upon the Tala Run, unless you contend that the east boundary of Tala does not start from the tree a little above the Wangera hut, but from some point three miles to the east of it.

As mentioned to you by my letter of the 4th November last, Mr. Commissioner Lockhart's report is still looked for on the subject of the illegal overlapping of Toogoombie lease upon Nap Nap Run.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 31.

MR. A. MORRIS to CHIEF COMMISSIONER OF CROWN LANDS.

*Tala, Balranald,
12 December, 1857.*

SIR,

I beg to acknowledge the receipt of your letter of the 25th ultimo, and beg in reply to say, that I, in behalf of Mr. Wentworth, made application for the Tala Run on the 4th April, 1845, to the then Commissioner of the District, and I described the run as commencing at a point on the River called Cundoona, which is three miles east of the Wargoora hut, and as I was the first white person who ever saw this part of the country I received the usual permission to occupy. I am aware that my description of the run is in the Commissioner's Office at the Tumut. A difference as to boundaries afterwards arose with Mr. Hobler, who subsequently took up Nap Nap; but although, out of consideration to his family, Mr. Wentworth, on my recommendation, was willing to waive his claim to any land inside of the Wargoora Creek, he did not do so to the country outside, but always claimed three miles up the creek to another hut above what is called Wargoona hut; as, however, I find that the Moulamein blocks have not, as I supposed, and as you appear to think, been enlarged, I do not care to press the matter referred to above, but I do most earnestly protest against any enlargement of the Moulamein blocks, which would have the effect of destroying the Tala Run, inasmuch as without the back country the rest would be useless, as every year a vast portion of the frontage is totally submerged for months, the cattle and other stock retiring to the plains. No doubt the Tala Run was most imperfectly described in the application for a lease, it being generally held that the back country of right belonged to the run. Mr. Wentworth amended his description, which was not however wholly allowed, but it was always thought that the red line which appears in the map in the Survey Office shewed the east boundary of Tala. We have occupied the country for twelve years, and our claim has been undisputed. I do beg and entreat that no encroachment may be lightly made on the Tala Back Run, which will only have the effect of injuring the whole of Tala, and certainly not improve the Moulamein blocks if they lose to the east what they would gain to the west; the value of the country in itself, being poor salt bush plains without water, is very small. I hope to hear that my fears on this head are groundless.

I am anxiously awaiting the decision in the matter of the boundary between Nap Nap and Toogoombie.

My address for some three months will be "To the care of Messrs. Dal. Campbell and Co., Melbourne."

I have, &c.,
A. MORRIS.

No. 32.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS,
MURRUMBIDGEE.*Crown Lands Office,
Sydney, 5 January, 1858.*

SIR,

From a correspondence with Mr. Morris about his Nap Nap and Tala Runs, I find that he is claiming the country which you have marked as open to tender, between the proper south-east boundary of the Tala and the west boundary of Moulamein, block A, as part of Tala Run. You will remember that on the 24th May, 1854, you communicated to me very fully on the subject of an amended description of Tala, then put forth by Mr. Black, the then holder of Tala. By some oversight—some supposed clashing with a remote run, "Yanko," of which you are aware—nothing whatever was done on your reports about Tala; at least it appeared so, and I am anxious to know if anything has been done, and as to what country you have allowed Mr. Morris to occupy up to this time. Of course it would be impossible from your shewing to admit Mr. Black's amended description, nor do I see why Mr. Bingham's amended description which makes the south, or rather south-east boundary a straight line, should not be adhered to. You propose, as shewn by a sketch and amended description, to give much more land than Mr. Bingham allowed and the parties interested asserted to. I wished to be informed of your reasons for this, for I do not find any in the correspondence, unless I am to conclude that you have done so, as you state—to meet the justice of the case, by throwing the usual and fair amount of back country into the run of Tala. If nothing has transpired to shake your views, and if I am satisfied with your reason for the amendment you propose, I shall, on hearing from you, send a copy of your description to Mr. Morris, and tell him that those are the boundaries of Tala, very favourably adjusted, and that if he requires the country between Moulamein, block A, and the south-east boundary of Tala, he should tender for it.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 33.

COMMISSIONER OF CROWN LANDS, MURRUMBIGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

*Murrumbidgee District,
Crown Lands Office,
18 January, 1858.*

SIR,

57-13651.

I do myself the honor to acknowledge the receipt of your letter of the 5th instant, numbered as on margin, requesting me to inform you if anything has been done on the matter of the boundaries of Mr. Morris' Tala Run since my lengthy report on the subject on 24th May, 1854, as also to furnish my reasons for having adopted as a basis of settlement, a description including much more than Tala Run was at first apparently entitled to under the description given by the applicant for lease.

In reply, I do myself the honor to state that nothing has been done in the matter by me since the report furnished, further than by my explaining to Messrs. Lydiard and Mackinnon, of Mooka Run, and others, that the whole matter was under the consideration of the Government.

I do myself the honor further to state that the first application made was previous to any survey of the river frontage having been made, and that when such took place the frontage was so different in reality to the assumed course of the river that an amended description was forwarded by the holder of the Tala Run, which erred as much in an increased claim as the original application did in making one which did not include a fair proportion of back country. The tracing forwarded in my letter of the 24th May, 1854, shows the case very clearly.

I pointed out that Mr. Bingham had done two things quite incompatible with one another. He had recommended the acceptance of Mr. Black's *amended* description, and at the same time had assessed the run under the old description, binding the parties to the original lines.

I did myself the honor to propose a description which I then thought, and still think, fairly meets the merits of the case.

The eastern boundary is made fifteen miles back from the river, so as to bring the south-eastern corner and southern boundary out of the bend of the river. The western is eight miles back, dividing the back country with the Edward River settlers. The southern boundary runs east for seven miles, so as to include land always considered as the Tala Station, and to arrive at a point whence line to the south-eastern corner should throw into the run as much land, clear of floods, as would feed the stock fed on the flats during the summer, but which in the winter must be shifted out to unflooded land.

The question of the Tala boundaries is a subject of great anxiety to many runs, and I do myself the honor to state my hope that my description, given in the best faith, may be adopted.

I have, &c.,

CHARLES G. N. LOCKHART,
Commissioner of Crown Lands.

No. 34.

CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS AND
PUBLIC WORKS.

*Crown Lands Office,
Sydney, 29 January, 1858.*

SIR,

Referring to my letter, No. 57-481, of 26th November, relative to the application of Messrs. Mackinnon and Lydiard, for the descriptions of certain runs on the Edward River, and on which I furnished some of the descriptions, and informed you that I had written for information to Mackinnon and Lydiard about the others, and that on receiving their reply I would furnish a further report,—I have now the honor to state, for the information of the Honorable the Secretary for Lands and Public Works, that I have received a communication from Messrs. Mackinnon and Lydiard, and have furnished them with the further description they require.

I may add, in explanation of the little difficulties that have surrounded this reference, that none of these runs on the tender have been officially transferred to Mackinnon and Lydiard, and that they are in consequence not known as the holders of runs by the Government.

I have intimated to them that it is necessary they should obtain official transfers.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

[Enclosure 1 in No. 34.]

*Crown Lands Office, —
Sydney, 25 November, 1857.*

Gentlemen,

In reference to your letter of the 11th August last, addressed to the Under Secretary for Lands and Public Works, as to the boundaries of your Runs in the District of Murrumbidgee, I have the honor to request that you will be good enough to furnish me with the name of your Run adjoining Mr. Morris's, to enable me to furnish a description of the same.

I have, &c.,

Messrs. Mackinnon and Lydiard,
Moolpa,
Lower Edwards River, Deniliquin.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

[Enclosure

[Enclosure 2 in No. 34.]

*Moulpa,
Lower Edward River, Deniliquin,
20 December, 1857.*

Sir,

We beg to acknowledge receipt of your letter, bearing date November 25, 1857, requesting us to furnish you with the name of our Run adjoining Mr. Morris', to enable you to forward a description of the same, and in reply we have to inform you that we have purchased Messrs. Sylvester and Smith's interest in this Run, known as the "Moulpa" Run, the frontage of which commences eight (8) miles below the township of the Moulamein, and runs down the river as far as the junction of the Edwards and Wakool Rivers at the back; on the east side we have an addition called, we think, on the Government chart, the Winter Run; again at the back of that two blocks respectively Moulamein block A and B; but the exact position of these blocks we are unable to determine, as, in the description, the starting point commences at the corner of one of Mr. Morris' Nap Nap blocks. We have no chart of this part of the country, and are unable to procure one. We have also a block called the Moulpa Back Run, purchased from Mr. Carne, which we believe lies to the east of our Winter Run.

These runs we have been paying rent for for years; from a communication and a rough sketch we received from the Commissioner for this District, it appears that Mr. Morris claims the whole of the blocks called Moulambu A and B, and part of our Winter Run, also the whole of the Moulpa Back Run, which has caused us to apply for a description of these runs, and also the boundary between Mr. Morris and ourselves; there are also two blocks called Mustyn Hut Run and Harney's Hut Run, tendered in March, 1854. We wrote in May, 1854, to Mr. Lockhart about these blocks, and in reply he informed us that doubtless the tenders would be accepted, but at that time they were in abeyance, pending some necessary reference to Mr. Morris' back boundary, since which time we have heard nothing further about it. We believe Mr. Morris runs with us along the back boundary, and claiming the country we have mentioned, and this is what we wish settled. We trust you will be able to furnish us with it from this letter, and from the country as marked, no doubt, in the Government charts; not having a chart we are unable to give any further description.

We have, &c.,

MACKINNON & LYDIARD.

Chief Commissioner of Crown Lands.

No. 35.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

*Murrumbidgee District,
Crown Lands Office,
16 March, 1858.*

SIR,

As the fate of several tenders depends upon the decision come to by the Crown on the subject of the boundaries of Tala Run, I do myself the honor to request that I may be informed whether the boundaries which have been suggested by me for that run will be those adopted. My last letter upon the subject was on 18th January, No. 58-13, in answer to your letter of 5th January, No. 58-282, marginal number 57-13661.

I have, &c.,

CHARLES G. N. LOCKHART.

No. 36.

REPORT respecting Tala boundaries.

THERE is no question as to the extent of river frontage, and the case may therefore be disembarrassed of reference to that, and consideration confined to the real matter—the extent of back run.

As regards this, the facts are these:—The Tala Run was originally taken up for Mr. Wentworth by Mr. Morris (the present holder.) Mr. Wentworth, in March, 1848, when applying under the Orders in Council for a lease, described the run as extending back from the river eight miles.

Mr. Morris pointed out to Mr. Wentworth, as indeed did Mr. Commissioner Bingham also, that in describing the run as extending back only eight miles he had not taken into account the periodically flooded state of the land for some miles back from the river, and had omitted from his description land which he (Mr. Morris) in taking it up had contemplated including, and had in fact included, and which was indispensable to the run.

Consequent on this Mr. Black, the then legal holder, but really acting for Mr. Wentworth, distinctly and at length explaining the grounds for doing so, sent in an amended description, correctly setting forth the direction of the boundaries, but including considerably more than an extent of back run intended by Mr. Morris when taking up the country for Mr. Wentworth.

This amended description, with the explanation of the grounds for sending it in, was referred for report to the then Commissioner of the District, Mr. Bingham, and on it, under date the 21st November, 1850, he, notwithstanding the excess, reported that "the applicant had not made any demand to which he is not entitled."

Two days later, however, on the 23rd November, 1850, the Commissioner at Kyeta (the head station of the Tala Run), when actually on the spot and when formally estimating the grazing capabilities of the run, admitted and signed a description of boundaries which were intended to correct the excess included in Mr. Black's description, and estimated the grazing capabilities accordingly.

The

The object sought by amending the original description was, it will be admitted, to include, for the reason assigned, a greater extent of back run than that which Mr. Wentworth, inadvertently and from non-acquaintance with the local peculiarity and subsequent necessity, had set forth in his description; and this same object, it will be conceded, must have been that still sought by Mr. Wentworth's agent, Mr. Christie, in the modification of the amended description agreed to by him at Kyeta on the 23rd of November, 1850, and admitted by the Commissioner.

Into that modification, however, of Mr. Black's amended description, there crept an error, the effect of which would be to neutralize the clearly expressed object and intention of the amendment of the original description; the obtaining the extent of back run necessary in consequence of the periodically flooded state of the land for some miles back from the river, would be, in fact, to impair, not to amend, the original description. This, it will be admitted, could not have been intended by the Commissioner or by Mr. Wentworth's agent.

The error consists in the omission from the description of the line east from the southern extremity of the western boundary to form the south boundary, and is referable to the misconception as to the true course of the river, which was erroneously treated as running from east to west; this is obvious from the whole tenor of the modified description agreed to at Kyeta.

That such a line is indispensable is evident. Mr. Lockhart himself, in attempting to adjust the boundary, introduces such a line, but limits its length so as largely to reduce the extent of back run always claimed and occupied as part of Tala, and necessary to it from the distance to which the land is flooded.

In such circumstances surely a mere error and omission of this kind will never be insisted on to the detriment of a long occupied run, but the reasonable and equitable course will be adopted of reading descriptions of boundaries according to their true intent and real meaning, and securing the holder of the run in the possession of what he has always held and is necessary to him.

Mr. Lockhart urges against Mr. Morris' claim, that other runs on the Murrumbidgee have been restricted to an extent of ten miles back from the river, and the land behind these beyond that distance held to be open to tender. But the runs to which Mr. Lockhart refers are not as Tala is during a part of each year, flooded for miles back from the river, and the precedent therefore, the circumstances being different, does not apply.

Mr. Morris claims nothing beyond what he originally took up for Mr. Wentworth; nothing beyond what Mr. Wentworth, as long as he held the run, always occupied; nothing beyond what he (Mr. Morris) himself has, from the date of his purchase of the run from Mr. Wentworth, up to the present time, constantly occupied; he claims nothing beyond what the plain intention and object of the amended description sought, or beyond what the then Commissioner distinctly considered the holder of Tala entitled to.

On the contrary, Mr. Morris is content to forego some of this, states himself indisposed to press remonstrance against the diminution of his run by the west boundary lines given to Nap Nap, Block A, and even by Moulamein, Block A, as it stands at present described, and now claims for Tala only the land included between the river frontage of the run, the western boundaries of Nap Nap A, and of Moulamein A as at present described, and having as a southern boundary a line east from the southern extremity of the west boundary of Tala until it meets the west boundary as originally set out of Moulamein A; in this claiming only land which has always been held and occupied as part of Tala, which is necessary to it, and for which Mr. Morris never has, and does not now seek to avoid paying the full rent paid by the Order in Council.

23 April, 1858.

No. 37.

to MR. MAYNE.

Kyeta, 8 May, 1858.

MY DEAR MAYNE,

Your last letter relative to the state of my back boundaries has certainly filled me with astonishment, if not alarm. I can scarcely conceive how old Christie signed such a document as the one a copy of which you have sent me. I am indeed very thankful to you for the trouble and pains you have taken to elucidate this matter. I am glad to say, that now I feel, notwithstanding Christie's stupidity, that I have a strong, if not a perfect claim to the maintenance of the original boundaries of the Tala run. You must remember that originally I took up this country—which, as described in the original application for the run, dated 4 April, 1845, commenced on the river, at a place called Cundoora, some miles above the old Nap Nap head station—to oblige Hobler; however, I promised to use my influence with Mr. Wentworth to be content with Wargoora Creek as the commencing point, taking the line three miles from the east of our hut and running south, as it is shewn on the map with the red lines. This, although not regularly settled, was tacitly allowed; Mr. Wentworth always maintained his claim to commence at Cundoora. The east boundary of Tala was always known by certain clumps of timber (well known here); and the prolongation of the line from three miles above Wargoora pretty well keeps through those clumps, although rather more west than the old boundary. *The south boundary I marked on trees before*

before we had a neighbour; however, a line east from the south end of the ten miles west line meets the eastern boundary, upward of a mile within my original line, but I don't object to that loss. These boundaries can be proven, not only by myself, but also by Mr. Goodfellow, Mr. Walker, Wm. Clarke—our first stockman, now a cabman in Sydney, who can describe to you the eastern boundary by clumps of trees, known as Tea-tree Hill, Woody Island; besides by many others in this neighbourhood. So far I think our legal and equitable right by first possession is secure.

When Mr. Wentworth (in his block,) put in the amended tender, he was influenced by the fact that the Tala people were occupying a greater extent of land than what we first claimed. I was not aware until you told me that Bingham had recommended the adoption of the extended boundaries. I now come to the document of which I have for the first time heard.

That Christie did a stupid thing is evident, but that he did not understand the document he signed, in the light that others do, I knew. Burne, the other day, received a letter from Christie, in answer to some queries he wrote him about our boundaries, and Christie elaborately describes the very lines I contend for. The fact is, Christie thought, as you suppose, that the lines were rectangular, and he meant that the eastern boundary was to be prolonged from where the west boundary of Nap Nap and Nap Nap, block A, ends, fifteen miles; and you will find, by measuring on the map with the red lines, that fifteen miles is the exact distance from the south-western corner of Nap Nap A to the point where the southern boundary would meet a south line from it; but more than this, the area of 268,000 is enormously deficient if the quadrangular line was to be maintained, but, by the lines being rectangular it is nearly correct; this, you see, is a most important point. Further, the line connecting the east and west boundary is called the south boundary, which it is not; if the literal reading of the eastern boundary were to hold, it is south-eastern. I will write to Christie, and obtain his distinct confirmation of my views. I cannot imagine for a moment that the Government can have any desire to take away any part of the Tala Run because a slip has been made by people not surveyors in describing the run, especially as the area is deficient in the erroneous description. I trust that you will be able to have the matter satisfactorily settled without meeting much opposition, particularly as no neighbour is interfered with. As I have said, I don't mind much the moving (three miles west) the Nap Nap back blocks, except perhaps, as they give Gubbitt a part of my block C, but the east boundary of Tala must otherwise stand according to the red lines in the old map.

I may mention that I am certain that Christie had no authority to alter the boundaries of the run, either from Mr. Wentworth or Mr. Black. I know Wentworth would never have consented to the curtailment. In law, my right of possession is, I am certain, secure. Of course, if the Government grants an actual lease to some one else, that would alter the case. I forgot to say that I have spoken to Mr. Mackinnon about the attempt to push the Moulamein blocks three miles west; he says he will not consent thus to lose three miles of the very best of his block, Moulamein B, for three miles of very inferior country, and besides that he wants none of my run. Mr. Lockhart is at the bottom of all this, I suspect; he never saw this country, and cannot conceive the mischief he is doing to the Tala Run.

By the way, the quadrangular line of Christie and Bingham passes within less than 100 yards of Lake Yangar, and thus cuts off all the cattle run from the hut and stockyard, which were formerly on the south-eastern side.

Since I wrote the above I have gone more carefully into the areas; I find that if the quadrangular line was maintained, that Tala would only consist of 200,000 acres, or 68,000 short of the estimate; if the old lines were maintained, there would be 330,000 acres, or 62,000 more than Bingham's last estimate; if however, the Nap Nap block A is increased three miles west, that will take 20,000 acres off; and if I were to give up that portion of the south-east corner of my description of the run, which has been included in a block granted to J. W. Carne originally, and now held by Mackinnon & Lydiard, my area would be brought down to about 270,000 acres. Indeed, taking the lakes out, it would be much less. I consider I am entitled to my original boundaries in their integrity, and do not desire to recede from them if possible, but I leave that wholly to you.

I should be indeed sorry to yield to Gobbett an inch, either of the original run or of the block C. I have no fear of the result in your hands, as I believe my claim to be equitable.

I have again gone over the areas, and I find my quantities are correct; but that if the east line is run from only just above Walgoorah hut south until it meets a line east from the south end of the ten miles western boundary, that then Tala contains exactly 268,000 acres, which shews clearly that both Bingham and Christie understood that the lines were rectangular. Indeed, this must be considered as demonstrative,—I shall be very seriously inconvenienced by the loss of the three miles back run. Christie fell into this mistake by yielding to Nap Nap a portion above Wagoura hut, which he never would have done if Nap Nap had not come into the hands of the owners of Tala, and thus, unwillingly, he jeopardized the Tala back run. I cannot see the use or advantage to the Government by the removal of the Moulamein blocks further west. Of course, when these blocks were first put up for tender, the Tala people would at all hazards have renewed them, if their new or proposed position had been understood. I cannot indeed afford to lose this back run; all our cattle camps

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No. 38.

Mr. J. CHRISTIE to Mr. MORRIS.

Narramine, 24 May, 1858.

MY DEAR MORRIS,

I am this day in receipt of the 8th instant, when an amended description of the Runs was applied for. It included both Tala and Nap Nap, a description of which I gave to your brother James, signed by the late Mr. Bingham; if I recollect it was as follows: The upper boundary was to commence at a tree now marked, about half a mile above Rolfe's old stock-yard, and run out on the plains fifteen miles; the direction I have forgot. The lower boundary, between Mr. Phelps and you, was to commence at a marked tree (which tree you know), and run south ten miles, hence by a line RUNNING EAST, connecting the upper and lower line. I engaged a licensed surveyor to run the lines, but the river rising prevented him at the time to get along by the river, so that he did not finish the survey; but he ran the back and side lines, and I gave him my authority to occupy the country, signed by Mr. Bingham, as his guide. The back line skirted the far side of Condolpe, passed over Smith and Sylvester's Sand Hills, within a mile of the sheep station hut. I was on the hill at the time, and so near did they seem to be coming that one time I thought they should take in the hut. It passed beyond Wood Island—I should say five miles, so that I think where Mr. Linton had sheep latterly must have been within the boundary of the Tala and Nap Nap Run. I don't think this line would intersect the upper line, but the description given was that the line was to run due EAST. Before Mr. Bingham reported on the amended application of Tala and Nap Nap Runs, a description of which was sent to the proprietors of the neighbouring runs, I saw Mr. Scott's, and read it, and I am sure one was either sent to Mr. Church or Gabbott, whichever was at that time proprietor, for I remember Mr. Bingham telling me that there was no objections to it by the neighbours, so that all the run was got that was applied for. In reference to the description of the Tala Run signed by me, Mr. Bingham came to Kyrelowe about eighteen months after the run had been granted, as above described, and he wished to have the runs assessed separately. He drew the description of the Tala Run, as signed by me, for I thought it was only to show the runs had been assessed properly; any new description at that time must be useless, for it had been granted and occupied for at least eighteen months previous to this, and I know well Mr. Bingham had no intention at the time to alter the former boundary, but solely to assess the run. I had no authority either from Mr. Wentworth, Mr. Reeves, nor Mr. Black, to sign the description of Tala Run, as described by Mr. Bingham. Hoping you will find the whole I have stated correct,—

Believe me, &c.,

JOHN CHRISTIE.

No. 39.

Mr. W. C. MAYNE to CHIEF COMMISSIONER OF CROWN LANDS.

MY DEAR BARNEY,

I enclose a letter which I have this morning received from Morris, respecting the Tala case. You will oblige me by reading it carefully when going into that case. You will find that it exactly and fully bears out and greatly strengthens the position, as I have put it before you in my memorandum with the papers.

Morris' argument, as to the area given by Bingham and Christie (268,000 acres), appears to me clear and irresistible as to the real intention to give to Tala all that I have claimed for it in my memo., and which, though less than his original claim, Morris, you will see by his letter, will be satisfied with. I have underlined, and marked in margin with red ink, the important passages in Morris' letter; but, in fact, it is all of importance as elucidating and confirming every word I have placed before you in my memo. You will really oblige both Morris and myself by expediting this matter.

Return me his letter when you have gone into the case.

Truly yours,

W. C. MAYNE.

No. 40.

CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

Crown Lands Office,
Sydney, 10 March, 1859.

SIR,

I have the honor to submit, for the consideration of the Honorable the Secretary for Lands and Public Works, several documents relating to the occupation of Tala Run in the District of Murrumbidgee.

2. The question at issue is the extent of run to be authorized.

3. On reference to the documents herewith, it will be observed that in the original application for a lease, dated 31st March, 1848, by Mr. Wentworth, under the Order in Council of 9th March, 1847, Tala was stated to embrace an area of 200,000 acres, capable of depasturing 1,500 head of cattle and 30,000 sheep.

4.

4. The application was referred to the Commissioner of the District, Mr. Bingham, who, under date 30th September, 1848, estimated the area at 268,000 acres, grazing capabilities, 28,000 sheep or 7,000 cattle, and afforded a definite description.

5. A letter from the Commissioner, dated 14th August, 1849, in reference to the same application, states that "nothing is included in this application that has not been hitherto held under license."

6. The demand is for one lease for three distinct runs, adjoining each other, and forming one block of land, previously held under license. A caveat was entered by Mr. Black, dated 22nd June, 1849, but withdrawn 29th January, 1850.

7. By letter, dated 10th April, 1850, the representative of Tala (Mr. Black) supplied an amended description, stating, "I find that the original description does not comprise much more than that portion of the land which is yearly flooded by the Murrumbidgee, and has omitted the greater portion of the run, which the flocks now depasturing on it necessarily occupy during the winter months, and without which the remainder of the run for about half the year, that is during the periodical floods, is not available. The supplementary country which the amended description embraces has always been occupied and the license paid for it, and without it the grazing capabilities of the runs would not be equal to more than half the estimate of them which has been given in, as I have no doubt the Commissioner will be able to testify." The area of the run under this description is estimated at 500,000 acres, grazing capabilities 1,500 head of cattle and 30,000 sheep; and the Commissioner reported on the 21st November, 1850, that he did not consider the applicant had made any demand to which he was not entitled.

8. At this stage of the proceeding Mr. Commissioner Lockhart was supplied, agreeably to his request, with a copy of the report of the previous Commissioner of the District (Mr. Bingham), which was favourable to the applicant as already alluded to; and I beg to refer to Mr. Lockhart's letter, dated 24th May, 1854, which is as unfavourable as the report of Mr. Bingham was favourable, and to draw attention to the following extract from Mr. Lockhart's letter:—"It appears that the late Commissioner, Mr. Bingham, in reporting favourably on the claim set up by Mr. Black (500,000 acres) must have laboured under some misapprehension, as two days after the date of his approval of this claim, he in conjunction with Mr. Black's agent, made an estimate of the grazing capabilities of the run of Tala, and signed a description of the boundaries which reduces the area of the run to less than one-half of that claimed in the amended description, which Mr. Lockhart estimates at 695 square miles."

9. Mr. Lockhart now submits an amended description reducing the area to 360 square miles, and he has, on the accompanying tracing, marked in *red ink* the boundaries he considers it advisable to adopt.

10. Here I may observe, that Mr. Bingham could not have been aware of the extent of country he had recommended for the Tala Run, which embraced both Nap Nap A and B, and Moulamein A and B, and which were subsequently recommended by him for acceptance under distinct tenders. It is clear, however, that the present occupier of Tala Run does not contemplate the occupation of either the Nap Nap or Moulamein country, but considers himself entitled to all the land embraced within the 40 miles of river frontage and the western boundary of Nap Nap A and Moulamein A, the southern boundary commencing at 14 miles above the junction of the Murrumbidgee and Murray, running east until it meets the western boundary of Moulamein A. This area is claimed under the plea that during the winter months a large portion of the land is flooded, necessitating the removal of stock to the back land, which is stated to have been occupied twelve years without dispute.

11. I may now observe that, by an instruction dated 12th July, 1850, it was decided that the runs having frontage to the Murrumbidgee should be confined to depths of 10 miles, and that the land between that river and the Edward and Billabong should be divided and put up to competition. (See Nap Nap A and B, and Moulamein A and B, and others.) The survey of these squattages was made by Mr. Surveyor Townsend, (who generally was extremely correct in his work), and as back country was not marked out for Tala, it may be presumed that the lessee was considered to occupy the country from the river on the west to the eastern boundary of Nap Nap, Nap Nap A, and Moulamein A, and that it may have been so considered may be assumed from the occupier of the runs above alluded to never having interfered with or objected to the occupation of Tala.

12. I may observe that Nap Nap and Nap Nap A and B, as well as Tala, are now in the occupation of one person, Mr. Morris; and I may further observe that tenders have been received for portions of the country claimed by Mr. Morris, which tenders are now awaiting the settlement of the claim now submitted.

13. Mr. Commissioner Bingham evidently was not positive as to the extent of Tala's boundary, having *first* reported it to embrace 200,000 acres, affording pasturage for 1,500 head of cattle and 30,000 sheep; *secondly*, having increased the area to 268,800 acres, capable of depasturing 28,000 sheep or 7,000 cattle; and *thirdly*, in his reporting favourably on the amended description by Mr. Black (the then occupier of the run); and to this description and report I beg particularly to refer, as appearing to me to be decisive of the question.

The estimated area in this amended description is 500,000 acres, capable of grazing 1,500 head of cattle and 30,000 sheep, (the capability being precisely the same as that embraced in Mr. Wentworth's tender under an area of 200,000 acres only); and from this circumstance it appears evident that the area stated was a mere guess, but in Mr. Black's amended description, clearly made upon a better knowledge of the country.

14. The important point in this description is on the *south*, by a line commencing at the south end of the western boundary, as described above, *running east until it intersects a prolongation or eastern boundary between Nap Nap and Toogoombie, which prolongation together with the western boundary Nap Nap forms the eastern boundary of Tala, and this is the matter of dispute.*

15. A reference to the accompanying sketch will show that the land alluded to embraced the entire area, as marked by red lines, including Nap Nap A and B, and Moulamein A and B, already under licenses, in obedience to the instructions before quoted, dated 12th July, 1850. Now, it is understood that the holder of Tala is desirous that the run should embrace the land within the blue line on sketch, with the exception of a portion on the south boundary, some time in possession of Mr. Carne, which, as near as can be measured, embraces 294,400 acres, from which should be deducted 16,000 acres for a reserve, leaving 278,400 acres, being for three runs, originally held under three licenses.

Allowance should likewise be made for the land stated to be flooded during the winter, rendering necessary a back run sufficient to sustain 1,500 head of cattle and 30,000 sheep; and it should be borne in mind that there is no water on the back lands.

16. Having now afforded a statement as to the tenders for Tala, and the reports of the late Commissioner, Mr. Bingham, in their favour, I must advert to the report of the present Commissioner, Mr. Lockhart, and again I beg to refer to the sketch before alluded to. This sketch shews, by a *dotted* line, the original east boundary line of Tala, that is confining it to ten miles in depth; but the Commissioner does not consider this boundary a correct one, and proposes a *curved line*, embracing an area of 360 square miles, being an increase on the area originally claimed, and throwing the usual and fair amount of back country into the run. Now, I would observe that the dotted line, supposed to show the original boundary, must have been made in error; in fact, Mr. Lockhart admits that the greater portion of it is flooded during the winter, requiring the removal of the stock to the back country.

17. I trust that I have now afforded as *clear* a statement of the question as the reports by the late, as well as present Commissioner, in addition to the claim of the holder of Tala, as shewn by the correspondence, admit of. The question for decision is one of extreme importance, not only to the holder of this run, but as forming a precedent in future similar cases, which possibly may be numerous.

18. Before concluding this report, I may be permitted to state that Mr. Lockhart's amended description, which accompanied his report on Mr. Black's amended description, recommends for adoption an area of 360 square miles, or 230,400 acres, and submits a rough sketch shewing the land; the sketch, however, does not embrace the area recommended; a rough measurement of the area considered by the holder of Tala to be necessary to depasture their stock—1,500 cattle and 30,000 sheep—and which embraces all the vacant land within the boundaries shaded blue on sketch, deducting the reserve, gives 272,400 acres.

19. In conclusion, I confess *myself unwilling to offer any recommendation* as to the course to be pursued; but as I may probably be expected to do so, I submit that Tala should embrace all the vacant land, as stated in the foregoing paragraph; and I am strengthened in this opinion by the knowledge that other original runs in the same District contain, comparatively, with respect to number of stock, as large an area as that herein proposed.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

No. 41.

CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS AND
PUBLIC WORKS.

*Crown Lands Office,
Sydney, 5 August, 1859.*

SIR,

I do myself the honor to invite your attention to my communication of the 10th March last, No. 110, and to request that I may be favoured with the decision of the Honorable the Secretary for Lands and Public Works, as early as may suit his convenience, as several other questions are depending thereupon.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

This case has now been referred back to the Surveyor General.—Acting Surveyor General, B. C., 24 Aug.

No. 42.

(No. 15, of March, 1859.)

TENDER for a Lease of a New Run of Crown Lands—Intermediate or Unsettled Districts.

In accordance with the provisions contained in Her Majesty's Order in Council published in the New South Wales *Government Gazette*, of the 7th October, 1847, and of the Regulations of the Local Government published in pursuance thereof, I, Robert Lynch, of Tumut, do hereby propose to take a lease for seven years, of the Crown Lands known as East Yangar, in the District of Murrumbidgee; which lands are particularly described in the Schedule annexed to this Tender.

2. And in consideration of such lease, I am willing, and hereby offer to pay in advance, the minimum rent, below which it is provided by the said Order in Council that no run shall be let, namely, ten pounds per annum, with two pounds ten shillings per annum added thereto for every thousand sheep or their equivalent in cattle beyond four thousand sheep or their equivalent, which the run shall, under the provisions of the said Order in Council, be estimated as capable of carrying; and also, in consideration of such lease, and by way of premium for the same, I do offer to pay yearly in advance, the further sum of two pounds ten shillings in addition to the amount of the said minimum rent.

3. And I do agree that in the event of this Tender being accepted by His Excellency the Governor General, and of such acceptance being notified in the New South Wales *Government Gazette*, I will within sixty days after such notification pay into the hands of the Colonial Treasurer, at Sydney, as and for the first year's rent of the said run, notwithstanding that the lease of the said run may not have been executed, the sum of twelve pounds ten shillings being the amount according to my computation of the grazing capabilities of the run, of the payments which I have above offered to make, viz. :—

Minimum yearly rent below which no run can be let	£10	0	0
Further payment at the rate of £2 10s. per thousand for the number of stock above four thousand sheep or their equivalent which the run applied for is esti- mated to be capable of carrying	}		
Additional yearly payment offered by way of premium .....				2	10	0
Total	£12	10	0

Such payment nevertheless to be without prejudice to the subsequent adjustment of the rent according to the second and third sections of the second chapter of the above-mentioned Order in Council.

4. And in consideration of this Tender being accepted, and in the event of such payment not being made within the before mentioned period of sixty days, I further agree to forfeit to Her Majesty the sum of twenty pounds by way of liquidated damages, and to forfeit any right acquired by virtue of this Tender, and such acceptance thereof as aforesaid.

Given under my hand, this 27th day of February, A.D. 1859.

ROBERT LYNCH.

To the Chief Commissioner
of Crown Lands, Sydney.

Schedule referred to in the foregoing Tender.

Commissioner's District and General Locality.	Name of Run.	Estimated number of Acres.	Estimated Capability.		Description of the Lands by reference to leading Geographical Features, and marked or determined Boundary Lines.
			Cattle.	Sheep.	
East of Lake Yangar, District of Murrumbidgee.....	East Yangar.	20,000.	....	4,000	Bounded on the east by a line south, being western bound- ary of the run tendered for under name of "East Tala;" bounded on the north, north- west and west by the eastern boundary of Tala station; bounded on the south by the northern boundary of the accepted tender of Sylvester Smith.

ROBERT LYNCH.

No. 43.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF CROWN LANDS.

Murrumbidgee District,
Crown Lands Office,
11 August, 1859.

SIR,

I do myself the honor to report, that the tender No. 15, of March 1859, being by Mr. Robert Lynch, for a block of country named by him "East Yangar," should be accepted, it being for land not held under lease or promise of lease by any one.

The same remarks as to the locality of East Yangar obtain, as in the case of East Tala. The run now recommended with four others, held under license, and with three others recommended, form a block of land, to which the occupant of Tala attempted to obtain a title by including it in a so called amended application.

I have, &c.,

CHARLES G. L. LOCKHART,
Commissioner of Crown Lands.

No. 44.

(No. 16, of March, 1859.)

TENDER for a Lease of a New Run of Crown Lands—Intermediate or Unsettled Districts.

In accordance with the provisions contained in Her Majesty's Order in Council, published in the New South Wales *Government Gazette* of the 7th October, 1847, and of the Regulations of the Local Government published in pursuance thereof, I, Robert Lynch, of Tumut, do hereby propose to take a lease for seven years of the Crown Lands known as East Tala, in the District of Murrumbidgee, which lands are particularly described in the Schedule annexed to this Tender.

2. And in consideration of such lease I am willing and hereby offer to pay, in advance, the minimum rent below which it is provided by the said Order in Council that no Run shall be let, namely—ten pounds per annum with two pounds ten shillings per annum added thereto for every thousand sheep or their equivalent in cattle beyond four thousand sheep or their equivalent, which the run shall, under the provisions of the said Order in Council, be estimated as capable of carrying, and also in consideration of such lease, and by way of premium for the same, I do offer to pay yearly, in advance, the further sum of five pounds (£5) in addition to the amount of the said minimum rent.

3. And I do agree that in the event of this Tender being accepted by His Excellency the Governor General, and of such acceptance being notified in the New South Wales *Government Gazette*, I will, within sixty days after such notification, pay into the hands of the Colonial Treasurer, at Sydney, as and for the first year's rent of the said run, notwithstanding that the lease of the said run may not have been executed, the sum of fifteen pounds, being the amount according to my computation of the grazing capabilities of the run, of the payments which I have above offered to make, viz. :—

Minimum yearly rent below which no run can be let	£10	0	0
Further payment at the rate of £2 10s. per thousand for the number of stock above four thousand sheep or their equivalent which the run applied for is estimated to be capable of carrying			
Additional yearly payment offered by way of premium	5	0	0
Total.....	£15	0	0

Such payment nevertheless to be without prejudice to the subsequent adjustment of the rent according to the second and third sections of the second chapter of the above-mentioned Order in Council.

4. And in consideration of this Tender being accepted, and in the event of such payment not being made within the before-mentioned period of sixty days, I further agree to forfeit to Her Majesty the sum of twenty pounds by way of liquidated damages, and to forfeit any right acquired by virtue of this Tender, and such acceptance thereof as aforesaid.

Given under my hand, this 27th day of February, A.D., 1859.

ROBERT LYNCH.

To the Chief Commissioner
of Crown Lands, Sydney.

TALA AND MOOLPA RUNS.

29

Schedule referred to in the foregoing Tender.

Commissioner's District and General Locality.	Name of Run.	Estimated number of Acres.	Estimated Capability.		Description of the Lands by reference to leading Geographical Features, and marked or determined Boundary Lines.
			Cattle.	Sheep.	
Open plains between Moulamein and Tala, Murrumbidgee	East Tala..	32,000	....	4,000	Bounded on the east by the western boundary of Moulamein, block A; bounded on the west by a line south of Tala Station; bounded on the north by a line west to back boundary of Station; bounded on the south by the northern boundary of Moolpa Back Run.

ROBERT LYNCH.

No. 45.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF CROWN LANDS.

Murrumbidgee District,
Crown Lands Office,
11 August, 1859.

SIR,

I do myself the honor to report that the tender of Mr. Robert Lynch, being No. 16 of March, 1859, for a block of land named "East Tala," should be accepted, it being for land not held under lease or promise of lease by any one.

The land now tendered for, is a portion of that land which I have done myself the honor more than once to point out, had been attempted in an unprecedented manner to be included within the claim to lease of Tala, by putting in an amended description, which increased the side lines from 8 miles to 30 miles in length, and the original claim from 200,000 acres to about 512,000 acres.

The runs named in the margin, having been formed out of this extra claim, have been licensed or recommended for license.

Moulamein, A., 67,000 ac.
Moulamein, B., 54,000 ac.
Windouran, A., 44,000 ac.
In part do. B., 12,000 ac.
Mostyn's Hut Run, 30,000 acres.
Hervey's Hut Run, 30,000 acres.
East Tala, 320,000 acres.
East Yangar, 20,000 acs.
Eight Runs, 289,000 acs.

I have, &c.,

CHARLES G. L. LOCKHART,
Commissioner of Crown Lands.

No. 46.

MR. ROBERT LYNCH to CHIEF COMMISSIONER OF CROWN LANDS.

Tumut, 25 April, 1860.

SIR,

I have the honor to draw your attention to two tenders of mine of March, 1859, being for East Tala, and East Yangar, relative to which I have, up to this time, received no communication from you.

I beg further to inform you that I have written to Mr. Commissioner Lockhart on this subject, and the reply of that gentleman states "that it lays in your office, he having reported favourably on the same in August last past." May I therefore venture to solicit your reply as to what impedes the acceptance of those tenders, and my occupation of the land?

I have, &c.,

R. LYNCH.

This awaits the final adjustment of the Tala claim. Applicant may be so informed. 5 May.
Inform Mr. Lynch.

No. 47.

CHIEF COMMISSIONER OF CROWN LANDS to MR. ROBERT LYNCH.

Crown Lands Office,
Sydney, 4 October, 1860.

SIR,

In reply to your letter of the 25th ultimo, I have to inform you that you will receive a reply to your tenders therein alluded to, when the Government shall have arrived at a decision upon them, and that, as a servant of the Government yourself, you are not justified either in assuming that any unnecessary delay is likely to take place, or in urging a decision upon a matter in which your personal interests are opposed to those of other claimants.

My

My attention being thus directed to the circumstance that you, an Assistant Gold Commissioner and Commissioner of Crown Lands, are an applicant by tender for land in the same pastoral district as that within which your own duties are discharged, and in charge of an officer with whom you have been in close official relationship, I cannot but express my disapproval of a state of things so likely to suggest inferences unfavourable to the Department and prejudicial to the public service.

I have, &c.,
A. O. MORIARTY,
C. C. C. L.

No. 48.

MR. ROBERT LYNCH to CHIEF COMMISSIONER OF CROWN LANDS.

Tunut, 25 September, 1860.

SIR,

East Yangar.
East Tala.

I have the honor to again draw your attention to the subject of my letter, of the 25th April last past, in reference to two tenders of mine, made in *March, 1859*, to your reply thereto of the 15th May, and to the fact that such tenders have now been *eighteen months under consideration*.

I have, &c.,
R. LYNCH.

No. 49.

ACTING CHIEF COMMISSIONER OF CROWN LANDS to MR. ROBERT LYNCH.

*Crown Lands Office,
Sydney, 15 May, 1860.*

SIR,

I have the honor to inform you that your tenders for the runs mentioned in your letter of the 25th ultimo are still undisposed of, and are withheld pending the final adjustment of Tala Run boundaries, now under the consideration of the Government.

I have, &c.,
A. G. McLEAN,
Acting Chief Commissioner of Crown Lands.

No. 50.

MR. G. A. MEIN to SECRETARY FOR LANDS.

*Moolpa, Deniliquin,
8 August, 1859.*

SIR,

I do myself the honor of addressing you on the subject of the boundaries of the Tala Run, in the Lower Murrumbidgee District.

I was informed very lately, by Mr. Morris (the owner of the Tala Run), that these boundaries were under investigation by you, and you had decided that the original Tala line was to be adhered to, with the exception, perhaps, of part of a portion of country known as Moolpa Back Run. I can scarcely believe, however, you would arrive at any such conclusion on an *ex parte* statement. I take the liberty, therefore, of informing you that the original boundary line claimed for Tala embraced, not only a portion of Moolpa Back Run, but also very nearly the whole of Moolpa Winter Run, and considerable portions of Moulamein, blocks A and B, on all of which assessment has been paid by the licensees of Moolpa for many years. I hold letters from the Chief Commissioner of Crown Lands (Colonel Barney) and the District Commissioner (Mr. Lockhart), stating that Mr. Morris has no claim on the blocks above mentioned, nor even on the country contiguous to them; but I may state that, in consequence of your supposed having decided the matter, he is making a claim to portions of all the above blocks; and I would therefore beg most respectfully, if these boundaries have been, or are now under investigation by you, that you will not give a decision without hearing both sides of the case.

If you have already come to a decision, you will do me the honor to inform me whether the Tala boundary line, as laid down by you, interferes with the lines of the Moulamein blocks A and B, Moolpa Winter Run, and Moolpa Back Run.

I may also inform you that I am acting as agent on the station for Charles F. Mackinnon, the licensee of Moolpa, Moolpa Winter Run, Moolpa Back Run, and Moulamein, blocks A and B.

I have, &c.,
G. A. MEIN, M.D.

The Acting Surveyor General is requested to report. M. F. B. C., 22 August.
Informed, 23 August, 1859.

Mr. Morris does not in the papers lay claim to any of the runs herein mentioned as part of Tala; although it appears from Mr. Lockhart's letter of the 22nd Aug. last that he has threatened to impound sheep feeding over Moulamein, block A. A. G. McLEAN, A.C.C.C.L.

B. C., 3 October, 1859.

No. 51.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS,
MURRUMBIDGER.

*Crown Lands Office,
Sydney, 10 August, 1859.*

Sir,

In acknowledging the receipt of your duplicate report of the 18th December, 1858, No. 341, upon the tender of Messrs. Sylvester and Smith, noted in the margin, of which you advise the acceptance, under the assumption that the adjustment of the boundaries of Tala Run suggested by you will be acted upon,—I have the honor to inform you that the boundaries recommended by you of that run have not been adopted, the question being still under reference to the Minister for Lands and Public Works, whose decision will be communicated to you immediately on its receipt.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 52.

ACTING CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS.

*Crown Lands Office,
Sydney, 16 January, 1860.*

Tala Run, respecting boundaries of.

Forwarded in reference to my B.C. communication of the 5th October, respecting the boundaries of the Tala Run.

A. G. McLEAN,
Acting Chief Commissioner of Crown Lands.

*Murrumbidgee District,
Crown Lands Office,
14 August, 1859.*

Sir,

I do myself the honor to acknowledge the receipt of your letter of the 10th instant, in which you inform me that in recommending tender 184, of March, 1854, for acceptance, I assume that Tala boundaries would be marked as recommended by me, whereas the matter was still under the consideration of the Honorable the Secretary for Land and Public Works.

As the matter appears to be still under consideration, I do myself the honor to recapitulate the leading features of the case, and to forward a copy of the assessment of the capabilities of Tala Run, extracted from the records of this office, and which I think shews that my recommendation meets the just merits of the case, as also that from the first, the occupants of Tala have received a consideration, in entertaining the question of their boundaries, which has not been accorded to others in this district who have been similarly situated.

In the original application by Mr. Wentworth, the side lines of Tala were claimed only as extending 8 miles back, thus including, according to the calculation of 40 miles frontage, about 320 square miles. The claim of frontage was found to interfere with the run of Nap Nap, and Mr. Wentworth, or his agents, finally gave way to the claim of Nap Nap. In doing this, however, the starting point of the eastern boundary was fixed in a bend of the river Murrumbidgee, out of which an 8 mile line would not have cleared Mr. Wentworth, in the manner originally anticipated. I therefore never wished that this line should be held to the original application.

Mr. Wentworth had a confidential manager at Tala, a Mr. John Christie. The run was transferred to the Bank of New South Wales, in the name of its manager, Mr. John Black, on the 24th November, 1850. Mr. Commissioner Bingham, at Tala, called upon Mr. Christie to proceed to the assessment of the grazing capabilities of Tala Run. Mr. Christie, who had formed the station I think, but at all events, who was quite conversant with its boundaries, acted as valuator for Mr. John Black. Mr. Commissioner Bingham, in coming at these grazing capabilities, always caused to be inserted a description of the runs so assessed. The value of this precaution recently adopted throughout the department is in this case made evident, inasmuch as we have a pretty clear definition of what Mr. Christie considered to be Tala Run, and on which definition the rent was fixed, and has continued to be paid ever since. The description thus drawn out I do myself the honor to append. Certainly, in some particular, there is an increase in the original claim, but not in any great degree to be cavilled at. At all events rent has been paid upon it for 9 years, and in all essentials it should be adhered to in a final description for lease.

It will be observed, therefore, that in my recommendation of the boundaries of Tala for lease, I have only departed from this description in one particular, that is, I recommend the original claim of 8 miles to be adhered to on the western boundary. This gives the claim exactly over half way to the river Edward. This principle has been constantly acted upon in dividing country between two water-courses, in this district at least; to make up for this, however, I propose the line to run thence east, and not straight to the extremity of the eastern boundary. Thus I bring Mr. Wentworth's claim out as nearly as possible parallel with the general course of the river, and prevent Tala being lessened by the great re-entering curve of the river.

This assessment and description of boundaries by Mr. Bingham was made on the 23rd day of November. The date has originally been written 23rd, but altered to the 24th subsequently, and again re-entered 23rd, as I have shewn in the copy. On this date, or about this date, Mr. Bingham, evidently considering it to be the same amendment as he had concluded with Mr. Christie, is stated to have recommended an amendment proposed by Mr. John Black, which increases the original run to double its area, runs the side lines back 30 miles, and which, if granted, would incorporate in the run a great area to which Mr. Wentworth originally laid no claim, and part of which had already been submitted to public competition as adjusted runs, and continues so to be held to this day.

When the Government consented to allow claimants of leases to amend their descriptions, it was certainly not contemplated that the favour would be so abused as it has been attempted to be in this instance. This principle has been again and again laid down. Had it not been enforced there would have been no end to confusion.

Notwithstanding

Notwithstanding that their stock has increased and occupied land beyond their applications, persons holding under promise of lease have been always held to their original applications, or a liberal interpretation thereof at all events. I may mention the case of Mr. Howell, at Yanco Creek, who was held to his applications of 2½ miles back, and the country behind leased by tender, though actually occupied by him; that of Moulamein, where Oak Forest has been lately leased by tender; the case of Mr. Forlonge's run, or Yanko Creek, where the application was for 5 miles, and the back country leased by tender, although occupied by Mr. Forlonge. The Honorable John Hay was obliged to tender lately for country at the back of Berengar, which he had purchased, which land was always meant to be included in Berengar. Mr. Broadribb, at Wanganella, has been obliged to obtain his back country, beyond the application, by tender.

I may also mention that many of the runs on the Murrumbidgee were actually shortened of their claims, although they had always occupied the land so claimed. In every case except one the leases were restricted to a depth of 10 miles back from the river bank; the one exception was 15 miles back.

I can see no reason why Tala should form any exception to these general rules, nor why its occupant, although they always have been and continue to be persons of influence and high standing, should be more favoured in their efforts to secure for themselves vacant Crown lands than have been others above referred to, who have been kept to the very letter of their original demands for leases; nor why lands should be thrown into Tala, for which, for the last nine years, on the face of the documents, no rents have been paid, but on the contrary, for which other persons have been paying rent.

It may indeed be said that the area estimated by Mr. Bingham, viz., 268,800 acres, is not within the boundaries proposed by me. How Mr. Bingham came to estimate the area is very clear; he imagined the river to run east and west; one side-line 10 miles, the other about 20, would give a mean depth of 15 miles, at 30 miles frontage would give 450 square miles, from which a reserve has to be taken, bringing the estimate down to 420 square miles. The points are fixed, but the river does not run as supposed.

I have, &c.,

CHARLES G. N. LOCKHART.

W. C. WENTWORTH (now JOHN BLACK). TALA. 268,800 acres.

Estimated area, 268,800 acres. 28,000 sheep, or 7,000 cattle.

Bounded on the north by the Murrumbidgee River for 30 miles; on the east by a line due south for 15 miles from a marked tree above the Wogara hut, being a prolongation of the boundary between this run and Nap Nap (Reeves); on the west by a line due south for 10 miles to a marked tree on the river 14 miles above its junction with the Murray, being the boundary between this run and Bonongle (Nicholson's); and on the south by a line connecting the eastern and western boundaries.

I agree to this estimate and arrangement of boundaries.

Kiata,
23 November, 1850.

JOHN CHRISTIE,
Agent for W. C. Wentworth, Esq. and John Black, Esq.
HENRY BINGHAM, J.P., C.C.L.

Witness—H. J. A. TAYLOR.

This run is subject to a Crown Reserve The general directions of the river being east and west.

MEMO.—Estimated from Mr. Bingham's travelling book. I certify the above to be a true copy. The erasures are marked by me in red ink. The original is faint. The erasures dark ink, evidently the same as that with which Mr. Christie signs. The pencil line is an original.

CHARLES G. N. LOCKHART,
C. C. L.

No. 53.

COMMISSIONER OF CROWN LANDS, MURRUMBIDGEE, to CHIEF COMMISSIONER OF
CROWN LANDS.

Murrumbidgee District,
Crown Lands Office,
22 August, 1859.

SIR,

Since I did myself the honor to address you on the subject of Tala boundaries on the 14th instant, letter 59-201, I do myself the honor to state that I have received a letter from the occupant of Moulamein, block A, in which he informs me that Mr. Morris, the licensed occupant of Tala, has given him notice that he will impound the sheep feeding over what Mr. Morris acknowledges to be Moulamein A.

The writer (who has not been long in New South Wales) wishes me to explain to him the anomaly of the Government receiving rent on one hand, and yet allowing on the other no means by which the interests so arising may be protected.

This letter has caused me to go through the former correspondence on the subject of Tala, commencing in March, 1854. I find that I have made one leading mistake in my letter of the 14th instant; I have placed the matter in much too favourable a light for Mr. Morris of Tala.

The report furnished by Mr. Bingham on Mr. Black's amended description (the only shadow of a claim by Mr. Morris) was dated the 21st November, 1850. The assessment of run and description of boundaries was on the 23rd or 24th of the same month. From this I conceive that any idea of any claim arising from approval of Mr. Black's amended description must be given up. If there were any inherent value in the Commissioner's acquiescence in Mr. Black's preposterous claim, which, however, I totally deny such value, must be held to be removed by the immediately subsequent adjustment of boundaries between the Commissioner and Mr. Christie, acting as agent for Mr. Black. That Mr. Bingham also held this opinion is proven by his preparing for tender adjusted runs within the boundary of that amended description. I have for years also recommended the acceptance of tenders within these limits, and my recommendations have been acted upon.

Since

Since my letter of the 14th instant, I have constructed a map shewing all the runs in the locality indicated, and the various proposed lines for Tala. I find that Mr. Black's amended description extends to 720,000 acres, or nearly $\frac{2}{3}$ of a million. I do not object to any person occupying millions of acres. The objectionable feature in this case is, the manner in which the possession was sought to be obtained, unjust in the extreme towards all other squatters, and contrary to all regulations, which should not be one thing to one man and another thing to a second. Of these 720,000 acres, 350,000 are held by accepted tender by various parties, amongst others by Mr. Wentworth or his representatives. 150,000 more are recommended by me for acceptance. Tala retains its full frontage and area of 275 square miles.

Messrs. Mackinnon hold a letter from the Chief Commissioner, stating that the land west of and adjacent to their block, Moulamein A, is open to tender, and ignoring any amended claim of Tala.

In now closing the correspondence about Tala, I feel that I am in the most degree to blame. It must be my deficiency in composition which prevents me from stating fully and clearly the particulars of this case, otherwise the Government would long ago have defined Mr. Morris' limits as those for which he has been paying rent for nine years, and those only.

I have, &c.,

CHARLES G. N. LOCKHART.

The area of 720,000 is probably calculated from an erroneous conception of Mr. Black's boundary, which is somewhat vague at the north-eastern portions of the run. The area which I believe to be embraced is 433,000 acres only.

A. G. McLEAN.
Oct. 5

No. 54.

MR. G. A. MEIN to SECRETARY FOR LANDS.

*Moolpar Station,
Lower Edward River,
Deniliquin, 3 October, 1859.*

SIR,

I do myself the honor to call your attention to my letter of the 8th August, and to request you will do me the honor of a reply at your earliest convenience. In order to facilitate this, I may take the liberty of stating that Col. Barney, Chief Commissioner for Crown Lands, addressed a letter to Messrs. Mackinnon and Lydiard, bearing date the 29th January, 1858, in which he described the boundaries of the Tala Run.

I am most urgent to know the exact boundaries of Tala, in order to avoid very serious disputes with Mr. Morris, the licensee thereof, believing as I do that there is a very considerable quantity of country untaken up between Moolpar and Tala.

I have, &c.,

G. A. MEIN, M.D.

No. 55.

UNDER SECRETARY FOR LANDS to ACTING SURVEYOR GENERAL.

TALA RUN.

Retransmit this case to the Acting Surveyor General, with reference to the further memo. of the Premier enclosed. Request that he will regard the reference as urgent, as copies of the correspondence have been ordered by Parliament.

M. F.

B. C. 24 April.

This case is so important, that I cannot determine it without a fuller examination. I understand that Mr. Morris alleges—

- 1st. That the land, the grazing capabilities of which were assessed by Messrs. Bingham and Christie, under the name of "Tala," contained 268,000 as per assessment paper, and that this quantity was determined by measurement. While the area embraced by the description of boundaries of the land, as stated in the assessment papers, and admitted by the Survey Department to belong to Tala, is only some 160,000 acres land, he maintains, as he has done all along, that the description on the assessment papers is erroneous.
- 2nd. That the assessment of grazing capabilities of the run of Tala is 7,000 head of cattle, and that notwithstanding the grazing capabilities of that run, have been largely increased by considerable expenditure of money in making water dams. The maximum grazing capabilities of the run now, even including the 128,000 acres disputed, is only 8,000 head of cattle, and hence that the 128,000 acres was evidently intended to be included in the Tala Run. These and other matters that may occur to the A. S. General, should have the careful consideration of that officer, who will please furnish his report thereon, for my information.

It will be well also to say what improvements (if any) have been made by Mr. Morris, or his predecessors, in the run, and the cost thereof, of course only if they can be obtained.

JOHN R.

12 April.

Surveyor General's Office,
Sydney, 5 October, 1859.

Sir,

I have given to this case the long and careful consideration which the magnitude of the interests at stake seemed to demand; and I now beg to submit, in reference to your blank cover minutes of 22nd and 24th August last, a report for the information of the Honorable the Secretary for Lands, with illustrative sketch.*

* Appendix B.

2. As Mr. Lockhart's report and sketch contain a misapprehension of the extent of Mr. Wentworth's original demand, and as the letter dated 10th March last, of the late Chief Commissioner of Crown Lands, also contains some errors, I have thought it best to embrace in my report a history of the case from its commencement, by Mr. Wentworth's demand, dated 31st March, 1848, for a lease.

3. This demand embraced a frontage of 40 miles of the Murrumbidgee River, at either extremity of which side lines, bearing south, and 8 miles in length, formed the ends of the run, and a line joining their extremities, the back boundary. The area estimated by Mr. Wentworth was 200,000 acres; and the area really embraced by the boundaries, about 186,000 acres. The western side line commenced at a point 13 or 14 miles above the confluence of the Murrumbidgee and Murray Rivers, (and about which there is no question or dispute); and the eastern boundary at a lagoon known as Condoora Lagoon, about 4 or 5 miles above the confluence of the Lachlan with the Murrumbidgee.

4. Mr. Thomas Barker, the holder of the adjacent Run of Nap Nap, having entered a caveat against Mr. Wentworth's claim, an amicable adjustment of the difference was arrived at; Mr. Wentworth giving up about 10 to 12 miles frontage, and about 57,000 acres at the upper or eastern end of the run claimed by him, and adopting Wangorah Creek as a boundary, in lieu of the line from Condoora Lagoon. Mr. Barker withdrew his caveat in consequence of this arrangement, by letter dated 29th January, 1850.

5. At this stage of the report it should be mentioned that the Government, in the years 1850-1, and after a lengthy correspondence with the Commissioner of the District and persons interested in runs on the Lower Murrumbidgee and Edward Rivers, determined that these runs should be made of a uniform average depth of ten miles (with one exception), and that a series of Murrumbidgee back blocks and a series of Edward River back blocks should be thrown open to tender. The correspondence treats of this country to be thrown open as the Murrumbidgee Plains, and does not very clearly define its extent easterly and westerly, but the existence of the blocks as tendered for, and laid down on paper by Mr. Surveyor Townsend, shews that it did extend westerly to include the land at the back of Nap Nap, and that the back blocks Nap Nap and Moulamein are the western blocks of the two series.

6. Reverting to the Tala case, Mr. Wentworth, by Mr. Black, in whose name the run at that time stood, sent in an amended description of the Tala Run, embracing an area nominally of 500,000 but really of 443,000 acres, the run having, as above stated, been reduced, by the cession to Mr. Barker, to 129,000 acres. This amended description was dated 10th April, 1850, and on the 21st of November following Mr. Commissioner Bingham made the very extraordinary report, that the description "did not embrace any land to which the applicant was not entitled," notwithstanding that it did embrace nearly six of the runs subsequently thrown open to tender as the Murrumbidgee Plains.

7. Two days, however, subsequently to the date of this report, Mr. Bingham proceeded to assess the capabilities of Tala, in concert with Mr. Christie, acting and signing as agent for Mr. Black and Mr. Wentworth, and as is usual in such cases, drew up and signed a description of the run under assessment, which description is very clear and perfect, and by which a depth of about two miles, and an area of 30,000 acres, were added to the portion of Tala remaining after cession to Mr. Barker. The area was stated in this description to be 268,000 acres, but the boundaries embraced only about 160,000 acres.

8. Mr. Morris, representing Tala, now contends that Mr. Christie was not authorized to act for Mr. Wentworth in relation to the run boundaries; that in the description signed by Bingham and Christie, a line east from the south-west corner of the run must have been omitted by accident, and that this is proved by the great discrepancy between the area contained by the boundaries (160,000 acres) and that estimated, 218,000 acres.

9. Mr. Morris waives his claim to the Nap Nap and Moulamein blocks, which although forming a recognized portion of the Murrumbidgee Plains, were embraced by Mr. Black in the amended description, and also to a small portion of Moolpar back run, which falls within Mr. Black's description; and his claim now under consideration is for an addition of 123,000 acres to the 160,000 acres above mentioned by Messrs. Bingham and Christie.

10. The grounds on which Mr. Morris bases his claim appear to be,—

1. Commissioner Bingham's report on Mr. Black's description.
2. The alleged or supposed error in Bingham and Christie's description.
3. The deficiency of area within the boundaries described in Bingham and Christie's description.
4. The want of authority to Christie from Mr. Wentworth.
5. The actual occupation of the land claimed.

And in regard to these grounds of claim—

11. I would observe:—

1st. That Mr. Bingham's report on Mr. Black's claim must have been made under a misapprehension of the case, for the claim embraced a large extent of the Murrumbidgee Plains, respecting the leasing of which by tender a correspondence was then in progress. That while Commissioners are permitted to make adjustments of and otherwise modify boundaries of runs claimed, within reasonable limits, the proposed addition of 314,000 acres to an original run of 129,000 acres is an amendment of an extent never contemplated, which no Commissioner could have been justified in recommending, and which would doubtless have been at once questioned by the Chief Commissioner of Crown Lands, had it not been so immediately set aside by the description signed by Messrs. Bingham and Christie.

2nd. The description of Messrs. Bingham and Christie is very clear and perfect, and I can see no grounds for supposing that it contains any error, or that there is any omission in it as is suggested by Mr. Morris.

3rd. Were Mr. Christie not authorized by Mr. Wentworth to act on his behalf, the arrangement of the boundary being entirely beyond that originally claimed would be adopted on the recommendation of the Commissioner, and the authority under which Mr. Christie acted is immaterial.

4th. The actual occupation of the land is denied by Mr. Lockhart, is certainly not authorized by Government, and can therefore confer no claim.

12. This leaves the deficiency of the area stated as 268,000 acres as the only ground on which Mr. Morris can claim anything beyond Bingham and Christie's boundary; and although the nominal deficiency is great—when it is considered that these estimates are made without the guidance of survey, and are almost always very erroneous, it seems to me that this statement of area must simply be considered as an error having no material bearing on the question, where the boundaries are clear and definite.

13. The conclusion at which, therefore, I arrive, is, that Mr. Morris has no claim, as the owner of Tala Run, beyond the boundary described by Commissioner Bingham and Mr. Christie; and I think it

it is much to be regretted that the case should have been allowed to remain so long unsettled, and an apparent admission thus made by Government, that there were grounds for question as to the boundaries of Tala Run.

14. I have purposely abstained from burdening this report with any reference to tenders which have been made for the country which I propose should not be conceded to Tala Run, leaving these to be determined on their merits, after the final decision in this case; but I think it worthy of consideration, whether, as this land has not been known to be vacant, or even generally supposed to be so, it should not, if not conceded to the Tala Run, be advertised for tender in the form of adjusted runs.

The Under Secretary for Lands.

I have, &c.
A. G. M'LEAN,
A. C. C. L.

P.S.—I also enclose a letter of comparatively recent date from Mr. Commissioner Lockhart, in which he reiterates his opinions as regards the boundaries of the Tala Run, and from this letter it appears that Mr. Morris has recently laid some claim to Moulamein, block A. See No. 20.

I entirely concur with the Surveyor General, in his report upon this case.—M. F. 29 Oct.

No. 56.

MR. G. A. MEIN to SECRETARY FOR LANDS.

Moolpa Station, Edward River,
Deniliquin, 2 January, 1860.

SIR,

I have the honor to address you regarding two tenders for runs in the Murrumbidgee District, known as Mostyn's Hut and Harvey's Hut Runs, sent in by Messrs. Sylvester and Smith, in January, 1854. They were recommended for acceptance in December, 1858, by Mr. Commissioner Lockhart, but as yet they have not been gazetted. The reason given for this delay by the late Secretary for Lands being, that an investigation was going on concerning the boundaries of the Tala Run. Messrs. Sylvester and Smith, who originally took up Moolpa Station, erected these huts, and occupied the country round them with sheep. As the investigation into the boundaries of the Tala Run will now in all probability be conducted by you, I would most respectfully beg to call your attention to a letter addressed by Mr. Commissioner Lockhart to the Chief Crown Lands Commissioner, bearing date the 29th March, 1854; also two other letters from the same to the same, dated 24th May, 1854, and to these I would most particularly request earnest attention, which state the case so fully and clearly as to require no further comment from me. I would also beg your careful perusal of a letter addressed by the Chief Commissioner of Crown Lands (Col. Barney) to Messrs. Mackinnon and Lydiard (who purchased Messrs. Sylvester and Smith's interest in their right to a lease of Moolpa Back Run, Moolpa Winter Run, and Moulamein blocks A and B,) dated the 29th January, 1858, in which, after describing the boundaries of Tala Run as follows:—"A line south for 15 miles from a marked tree half a mile above the Wagora Hut on the Wagora Creek;" this is the western boundary of Nap Nap and of Nap Nap back block A, and divides the Nap Nap Run from Tala Run. At the end of 15 miles the south-east boundary of Tala is a line running parallel to the river, and meeting the west boundary of Tala, which is a line 8 or 10 miles south from a point on the river 14 miles above its junction with the Murray. He says: "Thus having a considerable vacant space between Moulamein block A and the Tala Run, now in part included in the tenders for Mostyn's Hut and Harvey's Hut Runs, about reporting upon which I have urged Mr. Lockhart." So the boundaries at that time appear to have been settled. I am well aware that considerable influence was used to get Messrs. Sylvester and Smith's tenders rejected, and not only these tenders, but also to set aside the license for country upon which assessment and license has been paid for years, as well as occupation. I refer to Moolpa Back Run and Moolpa Winter Run, which are in great part included in Black's amended boundary claim, as well as Moulamein blocks A and B. I look to you for a speedy settlement of this boundary question, for otherwise it cannot be long before Mr. Morris and I must try the case in a Court of law. He lately put forward a claim upon Moolpa Back Run and Moolpa Winter Run as being included in Black's amended claim. I will call your attention to the peculiar hardship and injustice it would be to me, who purchased from Mr. Mackinnon his interest in Moolpa, to be deprived of any of those lands, relying on the integrity of the Government of New South Wales, and that licenses issued would be considered sacred and binding for the terms of 14 years as specified.

I would also beg to be informed if the subject for investigation by you extends to any part of Moolpa Back Run, Moolpa Winter Run, or Moulamein block A. Mr. Morris, of Tala, informed me that the investigation was finished some months ago, and gave the name of a gentleman who occupies a high Government appointment, Capt. Mayne, and that he was to get all the so-called "vacant space" mentioned in Col. Barney's letter. If this is so, he has been shown a degree of partiality gross in the extreme, and dishonorable to the late Government, and most unjust to other settlers. I hope this, however, is not the case, and I look forward with hope and confidence that you will settle this matter according to the justice and merits of the case. All I want in this case is that the Government will not attempt to break the promise of a lease for the countries known as Moulamein blocks A and B, Moolpa Back Run, and Moolpa Winter Run, and a speedy settlement of the boundaries of Mostyn's Hut and Harvey's Hut Runs.

I have, &c.,
G. A. MEIN, J.P.

No. 57.

ACTING CHIEF COMMISSIONER OF CROWN LANDS to MR. G. A. MEIN.

*Crown Lands Office,
Sydney, 19 January, 1860.*

SIR,

In reference to my communication of the 25th November last, respecting the boundaries of the Tala Run, I do myself the honor to inform you that the matter is still under the consideration of the Government.

I have, &c.,

A. G. McLEAN,
Acting Chief Commissioner of Crown Lands.

No. 58.

ACTING SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

THE enclosed letter from Dr. Mein is forwarded, for the consideration of the Secretary for Lands, with reference to my communication of the 3rd of October last, on the subject of the boundaries of the Tala Run.

The papers will, I believe, shew that the lessees of the Tala Run make no claim to any land for which tenders have already been accepted, or which are, in fact, licensed to others.

A. G. McLEAN.

B. C.—18 Feb., 1860.—60/73.

[Enclosure in No. 58.]

*Moolpa Station, Edward River,
29 January, 1860.*

Sir,

I do myself the honor to acknowledge the receipt of your communication of the 19th instant, and to request you will inform me if it is meant as an answer to a letter I sent to the Secretary for Lands in the beginning of this month. If you will take the trouble to look over the correspondence relating to the tenders for Mostyn's Hut and Harvey's Hut Runs, you will find the boundaries of the Tala Run have now been under the consideration of Government upwards of six years. It is now a point of most serious annoyance and trouble, the unsettled state of these boundaries—I most respectfully pray for a settlement of them at an early date. If I may judge from your letter of the 25th November last, it seems in contemplation of the Government to add some portion of the Moolpa back run or alter its boundaries to suit the enlarged Tala claim; I cannot see how this can be done in justice to others; Mr. Mackinnon, the licensee of Moolpa, is now in Melbourne, and is prepared to prove his possession with sheep of that country and uninterrupted in it. I would particularly request to be informed if Government has the right to alter the boundaries of any back block, and more particularly Moolpa Back Run, after having granted certain definite lines as its boundaries, and received license fees from it for upwards of six years.

The subject is of vital importance to myself, and cannot be allowed to rest much longer in the present unsatisfactory state.

Mr. Christie was examined relative to the Tala boundaries, why not examine Mr. Mackinnon and conduct the investigation fairly to both parties? I am not afraid of an investigation, if conducted publicly, and if any encroachment on Moolpa Back Run is contemplated, nothing short of a public investigation will satisfy me.

I have, &c.,
G. A. MEIN, M.D.

The Acting Surveyor General.

No. 59.

ACTING CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS.

*Crown Lands Office,
Sydney, 28 April, 1860.*

SIR,

With reference to your blank cover letter of the 24th instant, transmitting a memorandum of the Honorable the Secretary for Lands, requiring a further report in the case of the Tala Run, I have the honor to inform you, in reply thereto, that the assessment paper of Tala Run, signed by Messrs. Bingham and Christie, does state the area at 268,000 acres, while the description embraces 160,000 acres only. This discrepancy is noticed by my report of the 5th October, 1859, but it is therein assumed that the statement of area must be erroneous. The description, however, as I have already mentioned, is very clear and complete, and I do not perceive how any addition could be made to it to embrace, without alteration of the existing boundary, the land now claimed by Mr. Morris.

No doubt the fact alleged, and Mr. Christie states in his letter of the 24th May, 1858, to Mr. Morris, that he did employ a licensed surveyor, that the area is not merely the estimate of Messrs. Bingham and Christie, but the result of actual survey gives to it much more weight than my report concedes, and leads to the suggestion that Mr. Christie may have misunderstood the tenor of the description which he was signing, and may have believed the interests of his employers to be safe in the statement of the area.

The

TALA AND MOOLPA RUNS.

37

The Tala Run was assessed by Messrs. Bingham and Christie as capable of carrying 7,000 head of cattle, or 28,000 sheep; and if it can be shewn that the whole area occupied, including that in question, notwithstanding the improvement of its capabilities by expenditure in dams, &c., will now carry only 8,000 cattle, this would appear to be a strong ground of assumption that the description does not embrace the area the grazing capabilities of which were intended to be assessed.

The estimate for the sheep, on the other hand, is, however, only 28,000—a number which the run, as defined by the description, would, I presume, fully support; and therefore, although Mr. Morris might be invited to shew the nature and extent of the improvements which may be supposed to increase the capabilities of the run, and also the average number of cattle depastured on it during some three years past, as having some bearing on the case, this estimate for sheep would appear to me to render valueless any argument which may be based on the insufficiency of the whole area claimed to support more than 8,000 cattle.

The only matter not hitherto touched on, and which appears to me to be worthy of notice is, the original estimate of grazing capabilities in Mr. Wentworth's claim to lease, which is 1,500 head of cattle and 30,000 sheep, or by the accepted proportions of cattle and sheep, nearly 60,000 head of cattle.

This estimate was, however, inclusive of the 91 square miles, nearly one-third of the whole claimed, which was given up by Mr. Wentworth to Mr. Barker, and, reducing the capabilities in proportion, the run held after the cession to Mr. Barker would only have carried about 4,000 head of cattle. This consideration, then, for whatever it may be worth, is opposed to the recognition of Mr. Morris' claim.

I have, &c.,
A. G. McLEAN,
Acting Chief Commissioner of Crown Lands.

Submitted, 2 June.

No. 60.

MR. G. A. MEIN to SECRETARY FOR LANDS.

Moolpa Station, Deniliquin,
11 August, 1860.

SIR,

I have the honor of addressing you on the subject of the Tala boundaries, and would most respectfully beg an early settlement of them. I am at present suffering very much from the non-adjustment of these boundaries, and labouring under great disadvantage in the management of Moolpa in consequence. If it be the intention of Government to include in the area of Tala all the vacant country alluded to in the Surveyor General's (Col. Barney's) letter, dated 28th January, 1858, I have not the slightest objection, excepting however the Mostyn's Hut and Harvey's Hut Runs, tendered for by Messrs. Sylvester and Smith. If Government find a difficulty in settling these boundaries in Sydney, I am clearly of opinion that that would disappear entirely if a duly authorized and disinterested person were appointed to do so on the ground. The line of Moolpa huts and sheep-yards would be some guide. I suffer great loss, insult, and annoyance, in consequence of the unsettled state of Tala boundaries; and I would once more earnestly beg a speedy settlement. It is now a considerable time since you pledged the Government should do this, and I most respectfully hope that it will be speedily fulfilled.

I have, &c.,
G. A. MEIN, M.D.

Submitted.

Refer to Chief Commissioner of Crown Lands, for report and recommendation.

JOHN R.,
20 Sept.

No. 61.

CHIEF COMMISSIONER OF CROWN LANDS to UNDER SECRETARY FOR LANDS.

Minute, Tala case.

I HAVE bestowed upon the examination of this case the best attention of which I am capable, and I really find some hesitation in stating my views with respect to it, lest I should render it less clear than the reports of the Acting Chief Commissioner have made it. I cannot do otherwise than adopt the statement and recommendations submitted in those reports, and anything that it is left for me to submit must be in entire unison with their purport. Avoiding, therefore, a needless recapitulation, I would observe, first, with respect to the amended description (referred to in the correspondence) forwarded by Mr. Black, in 1850, and the late Mr. Commissioner Bingham's report thereupon, that neither can now be admitted as a reliable ground for the claim now asserted by Mr. Morris, inasmuch as the description is shewn to have embraced, in addition to the land now in dispute, six other runs which have been occupied under lease for the last nine years, having been granted under Mr. Bingham's own recommendation, contained in a letter dated 14th January, 1851, or about six weeks subsequently to the date of his report above mentioned. It follows, that

Mr. Bingham's statement that the amended description did not embrace any land to which the applicant was not entitled must have resulted from a misapprehension as to the effect of the amended claim. Deprived of the support of the Commissioner's statement, with respect to its bearing upon adjacent Crown lands, Mr. Black's description is resolved into an intimation of the extent of his claims, not by any means involving the extent of his rights.

The time for determining the latter was when the Commissioner, acting under instructions from the Government, which were most pointed in requiring the curtailment of any claims encroaching upon Crown lands, went upon the run, to define its limits and assess its capabilities. At *this time*, the Commissioner prepared the description adopted by the Acting Chief Commissioner as the basis of his recommendation; it has already been stated that the "arrangement of boundaries" then made was agreed to by the agent of the licensed occupant; but it is my duty to state, that it would have been quite as effectual without any such consent, having been one of those acts of authority generally enforced by orders from the Government, which were called for by many attempted encroachments made in the demands for leases over lands not previously licensed to the claimants.

The Acting Chief Commissioner has also pointed out that Mr. Bingham's description was very clear and perfect, although the extent of land comprised within the boundaries described was very much over estimated. I cannot do better than invite attention to the following explanation of the cause of the error, extracted from a recent report of Mr. Commissioner Lockhart, and supported by evidence:—

"It may indeed be said that the area estimated by Mr. Bingham, viz., 268,800 acres is not within the boundaries proposed by me. How Mr. Bingham came to estimate the area is very clear,—he *imagined* the river to run *east and west*; one side line 10 miles, the other about 20, would give a mean depth of 15 miles, at 30 miles frontage would give 450 square miles, from which a reserve has to be taken, bringing the estimate down to 420 square miles; the points are fixed, but the river does not run as supposed."

I will add that, for my own part, I should have been very much surprised if the number of acres estimated to be comprised in a tract of country, having 30 miles frontage to a river whose course had not been laid down, had not proved very wide, whether on one side or the other, of the reality. I am nevertheless quite willing to admit that the error may have induced the valuer, on the part of the occupant, to assent to a larger estimate of capability than under other circumstances he might have done, and shall return to this part of the question.

For the reasons which I have stated I must recommend, as already recommended by the Acting Chief Commissioner of Crown Lands, that the Tala Run should be confined to the limits set forth in the description prepared by the Commissioner, when the run was assessed as indicated in the accompanying tracing. With respect to the disposal of the vacant land claimed by the present holders of that run, I submit that, as it certainly cannot be regarded as coming within the meaning of the definition of a "new run of land which has never been occupied before," and as the whole of the adjoining lands similarly situated and circumstanced have been offered to competition as adjusted runs, it cannot now with any justice, or indeed legality, be granted in new runs to any of the applicants who, during the progress of the inquiry, have, upon information howsoever derived, sent in tenders for it. I have therefore to recommend that this land be now offered to public competition in adjusted runs, a course which, if adopted, will have this advantage amongst others—that it will give to the present occupants of Tala an opportunity of competing for it.

I have now only to revert to the valuation of the capabilities of Tala, which, it is alleged by Mr. Morris will be excessive if the estimated area be not allowed. As before stated, I am willing to admit that the valuer on the part of the licensee may have been misled by the Commissioner's error, and the fact of so great an error having occurred is, I think, quite sufficient to justify me in recommending the Government to consent to a re-assessment of the run (should such be desired by Mr. Morris), without reference to any improvements which may have been made upon it, and in order that the rent during the remainder of the lease may without question be proportioned to the quantity of land to the occupation of which the lessees will in future be confined.

A. O. M.

B.C. 15 October, 1860.

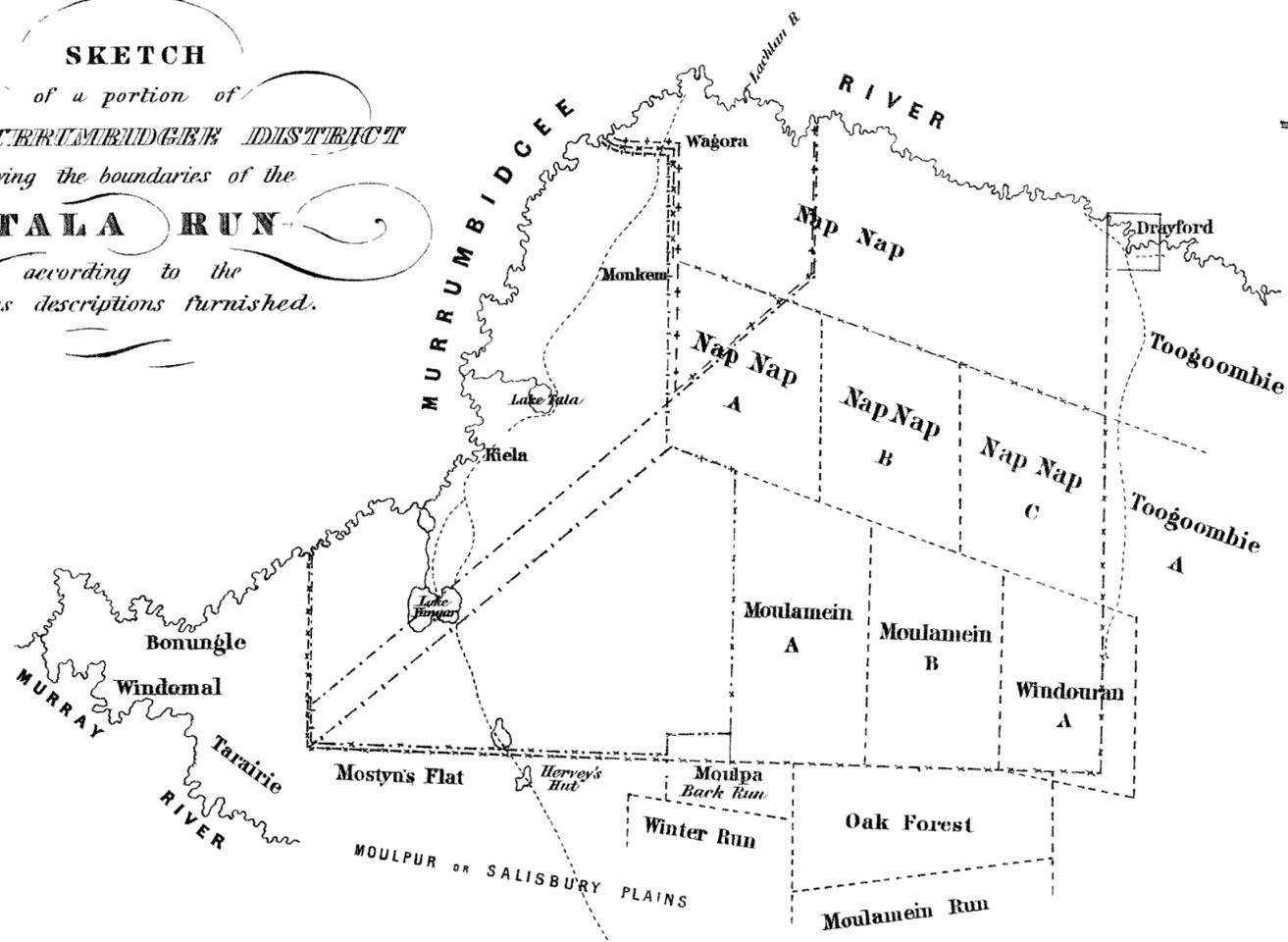
This report is entirely in one with the report of the Acting Chief Commissioner (Mr. McLean), and with that report I have already expressed my entire concurrence.

M. F.

15th October.

APPENDIX B

SKETCH
of a portion of
THE MURUMBIDGEE DISTRICT
showing the boundaries of the
TALA RUN
according to the
various descriptions furnished.



- Shows the boundaries of Tala Run as originally claimed and advertised in Gov. Gaz. Sep. 20 1848 containing 186,240 ac. (291 square miles.)
- Shows the arrangement agreed to by J. Christie as agent for W.C. Wentworth 23 Nov 1850. contains 150,000 ac. (250 square miles.)
- - - - - Portion given up to Nap Nap. contains 57,160 ac. (94 square miles.)
- Shows the Country described by M. Black in his letter of 10 April 1850 and contains 443,000 ac. (692 square miles.)
- Contains 128,000 ac. (200 square miles.)

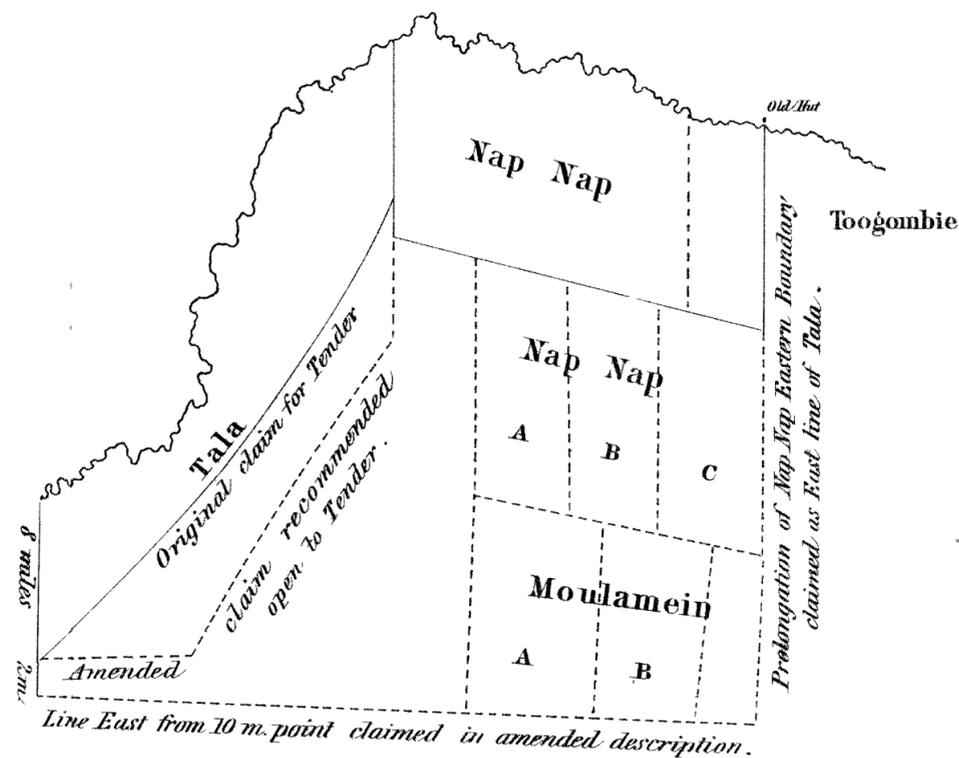
SCALE
8 Miles to an Inch

Tracing taken from Sketch forwarded to the Under Secretary for Lands in the Acting Surveyor General's letter of the 5th October 1859

(Sig 287)

APPENDIX A

TRACING taken from SKETCH
forwarded in Com^r Lockhart's letter of 29th March 1854
N^o 14 alluded to throughout the correspondence.



(Sig. 287)

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

FIELD OF MARS COMMON.

(CERTAIN CITIZENS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

To the Honorable the Members of the Legislative Assembly.

The humble Petition of certain Citizens of the City of Sydney,—

RESPECTFULLY SHEWETH AS FOLLOWS :—

That your Petitioners have learnt, with great satisfaction, that the Government is of opinion that it is very desirable that more direct communication between the lands on the north side of the Parramatta River and the City of Sydney should be obtained, and that it is the intention of the Government to submit to your Honorable House, during the ensuing Session of Parliament, a Bill to empower the Government to sell the Field of Mars Common, and out of the proceeds of such sale to apply a sufficient sum in the formation of Roads and the construction of Bridges, so as to connect the land on the north side of the Parramatta River with the Metropolis.

That your Petitioners feel assured that very great advantages must of necessity accrue, not only to them, but to the Colony at large, by the connection of the Northern Districts with the City of Sydney.

Your Petitioners therefore humbly pray that your Honorable House will take the premises into your consideration, and pass an Act authorizing and enjoining the sale of the said Field of Mars Common, and appropriation of the proceeds to the construction of Roads and Bridges, so as to connect the lands on the north side of the Parramatta River, by the shortest route, with the Metropolis.

And your Petitioners will ever pray.

[Here follow 13 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

FIELD OF MARS COMMON.

(PETITION FROM THE TRUSTEES OF.)

Ordered by the Legislative Assembly to be Printed, 25 October, 1861.

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

The humble Petition of the Trustees of the Field of Mars and Hunter's Hill Common,—

RESPECTFULLY SHEWETH:—

That your Petitioners are Trustees of the said Common, appointed under the Act of Council, passed in the eleventh year of the reign of Her present Majesty, Queen Victoria, No. 31.

2. That your Petitioners have been informed and believe that a petition, emanating from certain persons residing in Sydney and its Suburbs, praying that the said Common may be resumed and sold, and the proceeds applied towards the erection of certain Bridges, has been presented to your Honorable House.

3. That your Petitioners have been further informed, and believe it is the intention of the Government to lay before your Honorable House a Bill, having reference to the resumption by the Crown of the said Common.

4. That your Petitioners, as Trustees of the said Common, and also on their own behalf as Commoners, respectfully object to and protest against, any measure having for its object, the resumption by the Crown of the said Common.

5. That your Petitioners hold the said Common under a Deed of Grant from the Crown upon certain Trusts, for the benefit of persons residing within the districts therein named.

6. That those persons, or the greater part of them, are not willing to surrender their rights under the said grant, and that they object to the sale of the said Common for the purpose detailed in the said Petition, or for any other purpose.

7. That your Petitioners can shew that the Common Lands are of great advantage to those who wish to claim a right of Common, and to deprive such persons of their rights and privileges would inflict a grievous injury.

8. That the persons who signed the said Petition, or the greater part of them, are not Commoners, nor possessed of any right or interest in the said Common.

Your Petitioners humbly pray, that your Honorable House will not sanction any measures, having for its object the resumption of the said Common, and thereby deprive them individually, and the rest of the Commoners, of their rights, under the said grant.

And your Petitioners will ever pray, &c.

ISAAC SHEPHERD,
EDWD. DRINKWATER, } Trustees.
JAMES BELLEMY,

1861.

Legislative Assembly.

NEW SOUTH WALES.

FIELD OF MARS COMMON.

(TRUSTEES.)

Ordered by the Legislative Assembly to be Printed, 31 December, 1861.

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

The humble Petition of the undersigned Trustees of the Field of Mars and Eastern Farms Common,—

RESPECTFULLY SHEWETH :—

That your Petitioners have heard and believe that a Petition has been presented to your Honorable House, which purports to emanate from persons who allege that they are Commoners of the Field of Mars Common, for whose benefit the said Common was originally granted. The said Petition further states that parts of the Common are the haunts of vagrants, runaway sailors, and the most abandoned prostitutes of Sydney.

That the Common is useless for pasturage—cattle, as it is generally believed, being slaughtered, or re-branded, and taken away by the vagrants aforesaid.

That it prevents the establishment of Municipalities, makes Churches and Schools few, and obstructs the formation of Schools of Arts, &c., and prays that your Honorable House will pass an Act authorizing the sale of the said Common.

That your Petitioners, feeling assured that only a few of those persons who signed the said Petition are entitled to the use of the Common, and that many of the allegations made therein are false, and others grossly exaggerated, and intended, as your Petitioners verily believe, to mislead,—pray that your Honorable House will cause due inquiry to be made before any action is taken, and—

Your Petitioners will ever pray,—

ISAAC SHEPHERD.
E. DRINKWATER.
JAS. BELLEMY.

1861.

Legislative Assembly.
NEW SOUTH WALES.

FIELD OF MARS COMMON.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 29 October, 1861.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 20 September, 1861, praying that His Excellency the Governor would be pleased to cause to be laid upon the Table of this House,—

“ Copies of all Correspondence between the Executive Govern-
“ ment and any person or persons, and of all Applications,
“ Memorials, or Petitions, with the names of the persons
“ attached, made since January, 1860, having reference to the
“ Field of Mars and Hunter’s Hill Common.”

(*Mr. Shepherd.*)

SCHEDULE.

NO.	PAGE.
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2. D. N. Joubert to Secretary for Lands. 20th February, 1861	3
3. Under Secretary for Lands to Messrs. Lyons, Blaxland and others. 26th February, 1861..	3
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10. Under Secretary for Lands to Messrs. Lyons, Blaxland, and others. 10th July, 1861 ..	6
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13. Messrs. Drinkwater, Shepherd and Bellamy (Petition). 28th June, 1861	7
14. Isaac Shepherd to Clerk of the Executive Council, forwarding Memorial of Inhabitants and Residents in the vicinity of the Field of Mars Common. 21st August, 1861 ..	7
15. Secretary to Crown Law Officers to Under Secretary for Lands, enclosing draft copy of a Bill for improving the Districts of which the Field of Mars Common forms part. 13th September, 1861	9

FIELD OF MARS COMMON.

No. 1.

To His Excellency SIR WILLIAM THOMAS DENISON, Knight Commander of the most Honorable Order of the Bath, Governor General in and over all Her Majesty's Colonies, and Captain General and Governor-in-Chief of the Territory of New South Wales and its Dependencies, and Vice Admiral of the same, &c., &c.

The Petition of the undersigned persons having a right of Commonage to the Field of Mars Common.

That your Petitioners believe that the Field of Mars Common has not in any way answered the end for which it was intended, and your Petitioners believe that it could be made available for better and more important purposes than that of a Common; and for it to continue as such would be subversive of the prosperity and general interests of the district. That those persons who have a legitimate Common right are the least benefited, and we think it more desirable that the said Common should be alienated to an industrious class of freeholders. Therefore, your Petitioners earnestly recommend that your Excellency's Government will initiate such measures as may be necessary to empower the Crown to resume the said Common, and to sell and dispose of the same, the proceeds of which to be applied for the purposes of forming a road, and the construction of bridges, so as to connect the north side of the Parramatta River more directly with the City of Sydney. And lastly, your Petitioners urgently recommend a compliance with their prayer at as early a period as possible, as your Petitioners are suffering great inconvenience from the present impracticable mode of transit.

And your Petitioners will ever pray.

WILLIAM TUNKS, CHAIRMAN,
 JAMES SQUIRE FARNELL,
 GABRIEL DE MILHAU,
 JAMES DEVLIN, JUN.,
 W. G. BURGIS,
 JOHN FOIHARD,
 WILLIAM JEVITT,
 JAMES STANLEY,
 JAMES GORDON,
 MAURICE CROTLY,
 BLAIR KERR,
 JAMES BILLINGTON,
 GEORGE DUNNE,
 STEPHEN FACE,
 JOHN ROSS,
 M. D. WOODHOUSE,
 HENRY COLLIS,
 THOMAS COLLIS,
 ROBERT SHEPHERD,
 JONAS + GRATREX,
 JOHN + BARBER,
 HENRY WALTON,
 EDWARD GROCOTT,
 JOHN TYRRELL,
 JOHN BATEMAN,
 GEORGE WINTER,
 RICHARD ALLAN,
 JOHN GOULD,
 JAMES LEE,
 ALFRED HARE,
 SAMUEL OGDEN,
 DANIEL SWEENEY,
 JAMES HICKS,
 E. DARVALL,
 JAMES CANAGH,
 JOHN BARBER,
 MICHAEL DOUDELL,
 MR. MILLER,
 JAMES GOODWIN,
 WILLIAM COWELL,
 EDWARD GOODWIN,
 JOHN DRUMMOND,
 REUBEN TAWYER,
 JOHN WATTS,
 ROBERT BATEMAN,
 THOMAS BROOKS,
 WILLIAM CLARK,
 JOB CARPENTER,
 R. P. ABBOT, FOR TRUSTEES OF
 JOHN ABBOTT,
 ROBERT M. PEARSON,
 JULES JOUBERT,
 EDYE MANNING,
 D. N. JOUBERT,
 J. A. MANNE,
 G. WATSON,
 W. WEAVER,
 JAMES CLIFORD,

B. F. MANNE,
 JAMES STANNER,
 FREDERIC THURSTON,
 V. POUPINES,
 C. M. JOLY,
 J. CAMPBELL,
 FRED. W. VINCENT,
 JOHN JENNER,
 DAVID POWELL,
 CHARLES LITTLE,
 CHARLES WALLER,
 JAMES WALLER,
 EDWIN YOUNG,
 JOHN REEVES,
 J. K. HEYDON,
 C. E. ROBINSON,
 JOHN W. STREET,
 HENRY WILLIAMS,
 W. W. BILLYARD,
 JOHN E. MANNING,
 JOHN LE GAY BRERETON, M.D.
 CHARLES JEANNERET,
 G. O'BRIEN,
 A. BONDIETTI,
 GOZEPPE CONIRD,
 J. CANOVA,
 ROSE SCEALES, PER D. N. JOUBERT,
 RICHARD FRY,
 JACOB ARNOTT,
 G. H. BAKER,
 F. MADER,
 EDWARD CAMPBELL,
 LOUIS LASBIES,
 H. H. GRATTIS,
 J. B. JACKSON,
 G. R. HUNTLEY,
 JAMES MILSON, SEN.,
 ARCH. CAMPBELL,
 THOMAS WILLIAMS,
 J. BLAXLAND,
 T. K. ABBOTT,
 ROBERT MILSON,
 JOHN HARDIE,
 W. BLAND,
 ALEXANDER HUNTER,
 THOMAS MAKINSON,
 JAMES SLATER,
 W. CLARKE,
 W. BURGE,
 C. E. BURGE,
 R. V. GALE,
 EMMA EDWARDS,
 WALDRON,
 HENRY ISLER,
 ANDREW McMAHON,
 JOHN DUGAN,
 THOMAS HAWKLESS,
 HENRY SHEATHEN,

FIELD OF MARS COMMON.

3

A. F. MILLER,
E. WOARE,
VIAL D'ARAM,
JOSEPH KIRCHEN,
HENRY C. BROOKES,
J. DUNNING,
A. W. DOAK,
WILLIAM POLLIT,
A. J. DOAK,
WILLIAM MILES,

THOMAS BELLAMY,
G. F. BAKER,
ELIZABETH GLADE,
LUKE ROBINSON,
WILLIAM WRIGHT,
JAMES HALL,
RICHARD FRY,
JOHN MAUGHAN,
THOMAS CRAMPTON,
T. BELLINGHAM.

No. 2.

D. N. JOUBERT, Esq., to SECRETARY FOR LANDS.

Sydney, 20 February, 1861.

SIR,

At the request of a large number of influential residents of the Parish of Hunter's Hill, and of Five Dock, I beg leave to submit for your consideration, a few observations in support of a Petition which has been this day addressed to the Government, on behalf of the Commoners of Field of Mars.

The inhabitants of the north side of the Parramatta River have petitioned the Government for the construction of two bridges, one over the Parramatta River at Five Dock, the other at some convenient place across Iron Cove, so as to establish a direct line of communication with Sydney, *via* Glebe Island and Pyrmont.

The cost of these two bridges, and of the roads leading thereto, has been estimated at £35,000 sterling, and would certainly not exceed £40,000.

To meet this expenditure it is proposed that the Government should issue a sufficient amount of Debentures, payable in ten, fifteen, and twenty years; and as a security for the payment of these Debentures, the inhabitants of the north side of the Parramatta River offer to surrender to the Crown the Field of Mars Common, which contains upwards of six thousand acres, and could be cut up into farms and sold, in order to meet the payment of the Debentures, as they fall due. Unimproved land adjoining the Common has been sold lately, in several localities, at the rate of £30 per acre; it is therefore natural to think that the Common would sell, even now, at an average price of £10 per acre, and realize a sum of at least £60,000. If, however, instead of selling it at the present depressed state of the market, it was held by the Government for a few years, it appears very probable that the value of this land would be considerably enhanced by the establishment of this new line of communication, which would bring it within six miles of Sydney, and that it might realize upwards of £120,000.

The cost of constructing these roads and bridges would thus be borne entirely by the inhabitants of the north side of the Parramatta River, who would be the first benefited by them; while, on the other hand, it cannot be denied that the Colony would derive certain advantages from the establishment of a direct line of communication with that important district.

The farmers of the fertile lands of Ryde, Pennant Hills, Field of Mars, Dural, &c., would turn their attention to the cultivation, on a larger scale, of vegetables, fruit, hay, and other produce, which could easily be brought to the Sydney market in a few hours.

The immense tract of country situated between the Parramatta River and the Hunter, containing about 1,500 square miles, or 960,000 acres of Crown lands, now totally useless and unavailable, because they are inaccessible either by land or by water, would then be brought within reach of Sydney by a few hours drive. A large proportion of it, which is fit for cultivation, might be surveyed, and put up to sale from time to time.

A shorter and more direct line of road would be established for the fat cattle and sheep coming from the northern districts to the Sydney market; and the bridges might be constructed so as to be made available, at some future period, for the use of a railway connecting Sydney with the northern districts.

The growing importance of the Lunatic Asylum at Tarban Creek demands also that something should be done to render it of easier access; and the construction of this line of road would place the establishment within four miles from Sydney, instead of eleven, as it is at present, and would do away with the inconvenient and dangerous practice of crossing the Parramatta River in the punt at Bedlam Ferry.

I have, &c.,
D. N. JOUBERT.

No. 3.

UNDER SECRETARY FOR LANDS to MESSRS. LYONS, BLAXLAND, AND OTHERS.

*Department of Lands,
Sydney, 26 February, 1861.*

GENTLEMEN,

Referring to the Memorial presented by you from certain persons holding a right of commonage to the Field of Mars Common, I am directed to inform you that the same has been referred to the Acting Surveyor General for his report as to the value of the Common.

2. When the necessary information shall have been obtained, a further communication will be made to you on the subject.

I have, &c.,
MICHL. FITZPATRICK.

No. 4.

No. 4.

REPORT of Acting Surveyor General.

THE Field of Mars Common contains 6,235 acres, inclusively of the various encroachments which have been made upon it, and which may be sold for at least the unimproved value of the land.

A careful survey of the boundaries of the Common was made in 1847, and the general character of the land noted; and from this plan it would appear that probably five-sixths of the land is poor sandstone rocky land, and that the remainder is good well-timbered soil. The survey being, however, merely of the boundaries, there is no reliable information as to the proportions of good and bad land.

Considering the importance of the question practically at issue, whether the money which would probably be realized by the sale of the Common would pay for the erection of bridges across the Parramatta River and Long Cove, and the construction of a road to Sydney, I would suggest the desirability of the Government employing, as valuers, one or more of the auctioneers who have the largest business in disposal of land, and the most experience and knowledge of its value, such as Mr. Gorman, of Mort & Co., and Mr. Richardson, of Richardson and Wrench; these gentlemen to be accompanied by a surveyor, who would make such surveys of the boundaries of the good land as would enable him to determine appropriately its extent.

I have reason to believe that Mr. Richardson would at once undertake the valuation, and Mr. Gorman would probably do so too.

A. G. McLEAN.

*Surveyor General's Office,
Sydney, 23 March, 1861.*

No. 5.

ACTING SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

*Surveyor General's Office,
Sydney, 23 March, 1861.*

SIR,

With reference to the petition received from the persons having a right of commonage to the Field of Mars Common, praying that the land included in the Common may be disposed of, and the proceeds applied to the construction of bridges across the Parramatta River and Long Cove, and the formation of a road from Sydney to those bridges; and with reference also to my B.C. of this date, suggesting the employment of two auctioneers in the valuation of the land within the Common, I have now the honor further to suggest, on the other side of the question, that the probable cost of the bridges and road should be estimated perhaps by the Engineer for Docks and Harbours, and I therefore enclose tracings* from Mr. Licensed Surveyor Langley's plans and sections of the proposed crossing-places of the Parramatta River and Long Cove, with such information as Mr. Langley has already afforded in regard to the sites.

* Appendix.

2. Any additional information which may be required may be at once obtained.

I have, &c.,

A. G. McLEAN.

No. 6.

E. DRINKWATER, ESQ., to UNDER SECRETARY FOR LANDS.

Kissing Point, 9 April, 1861.

SIR,

I have the honor to inform you that I called a meeting of Commoners, in accordance with the Act of Council for regulating Commons, &c. (to take place at Cowell's Inn, Ryde, on Monday, the 8th instant), for the purpose of electing two Trustees in the room of Isaac Shepherd and James Bellamy, who had resigned as Trustees of the Field of Mars and Hunter's Hill Common; when Isaac Shepherd, Esq., and James Bellamy, Esq., were unanimously re-elected Trustees for the Field of Mars and Hunter's Hill Common.

I have, &c.,

EDWARD DRINKWATER,
Sole Trustee.

FIELD OF MARS COMMON.

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No. 7.

UNDER SECRETARY FOR LANDS to E. DRINKWATER, ESQ.

*Department of Lands,
Sydney, 15 April, 1861.*

SIR,

I am directed to acknowledge the receipt of your letter of the 9th instant, notifying the re-election of Messrs. Isaac Shepherd and James Bellamy as Trustees for the Field of Mars and Hunter's Hill Common.

I have, &c.,
MICHL. FITZPATRICK.

No. 8.

ACTING SURVEYOR GENERAL to MR. LANGLEY.

*Surveyor General's Office,
Sydney, 5 April, 1861.*

SIR,

Referring to* your letter of the 20th December last, I have now to request that, adopting Mr. Galloway's plan of the Field of Mars Common as the representation of its boundaries, you will make such surveys as may be necessary to determine the relative extents generally of the three qualities,—1st class, 2nd class, and inferior lands; the 1st class to be land equal in character to the best in the neighbourhood of Ryde; the inferior, poor rocky sandstone land, wholly unsuitable for agricultural purposes; and the 2nd class, of course, a medium.

2. The results of your survey you will first plot on a copy of Mr. Galloway's map, which will be prepared in the office for that purpose; and you will supply a valuation of each of the three qualities, at the present market rates of lands similar in character and situation, making due allowance for the value of timber still remaining on the Common—the extent and quality of which should be noticed in your Report—and valuing encroachments on the Common as if unimproved.

3. For the performance of this duty you will be paid at the daily rate regulated, without special charge for valuation, viz., £3 3s. while engaged in the field, and £2 2s. for office work.

I have, &c.,
A. G. McLEAN,
A. S. G1.

No. 9.

ACTING SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

THE enclosed valuation of the Field of Mars Common by Mr. Langley is forwarded for the information of the Secretary for Lands.

Mr. Langley's estimate is £5 per acre (average), or a little over £30,000.

Mr. Langley has spent some days in the examination of the Common, and considers that about five-eighths of it is good land; and if this be the case, if the bridges referred to be constructed, and the Common were brought into the market gradually, I am of opinion that a higher average than that estimated by Mr. Langley would be realized, perhaps £6.

A. G. M.,
B. C., 22nd May, 1861.

[Enclosure in No. 9.]

Sydney, 14 May, 1861.

SIR,

I have the honor to transmit herewith a valuation of the Field of Mars Common, in accordance with your instructions, contained in your letter of the 5th ultimo. It would have been sent in before this, but it was impossible to get over the Common, it being so much flooded by the late heavy rain.

A. G. McLean, Esq.,
Acting Surveyor General.

I have, &c.,
CHAS. LANGLEY.

[Sub-Enclosure in No. 9.]

Sydney, May, 1861.

SIR,

I have the honor to inform you that, in pursuance of instructions conveyed in your letter of 5th April, 1861, No. 61-486, relative to the valuation of the Field of Mars Common, requesting me to mark off, upon a copy of Mr. Galloway's plan, furnished from your office, the different classes of land, as mentioned in your letter,—

I beg leave to state that it is utterly impossible to define the boundaries of the classes of land which you desire, without an actual survey of the entire Common, as after examination I find that no actual internal survey has been made of the several creeks, watercourses, ranges, and other important features connected with it.

I am of opinion that about five-eighths of it consists of good land, which, for agricultural purposes, will prove equal, and in some instances superior to the adjoining lands of Kissing Point, &c. The remaining portion consists of stony ridges and rocky gullies, not available for agriculture, but in many instances suitable for building sites, vineyards, &c.

Should

Should the Common be judiciously laid out with roads, giving means of access to various points on the Kissing Point and North Roads, and the property sub-divided so as to combine good and bad land together, it would realize a very considerable sum. Portions of the good land would, at the present time, sell for £25 to £30 per acre; other portions are nearly valueless, except for building sites, as before mentioned.

The timber on the eastern end of the Common is of little value, except for firewood; but on the western side there is some excellent timber, well suited for building purposes, fencing, shingling, &c.

Should the new line of road, proposed to be opened from Gladesville through the Asylum Reserves, across the Parramatta River, through the Five Dock Estate, over Long Cove, and the Balmain Estate, in connection with the Pyrmont Bridges, be carried out, it will enhance the value of this property to a very great extent.

I have no hesitation in giving it as my opinion that, taking the property altogether, "if judiciously laid out in connection with the line of road above mentioned," it will sell, on an average, from £4 to £5 per acre; the great desideratum being the opening of lines of communication, so as to render the whole property available.

This Report is based upon the supposition that an approximate, and not an actual, delineation of the different classes of land, requested by you to be reported on, was what you required.

Should you require an actual internal survey made, I shall feel honored in carrying out your further instructions.

Hoping this Report will prove satisfactory,—

I have, &c.,

CHAS. E. LANGLEY,

L. S.

A. G. McLean, Esq.,
Acting Surveyor General.

No. 10.

UNDER SECRETARY FOR LANDS to MESSRS. LYONS, BLAXLAND, AND OTHERS.

Department of Lands,

Sydney, 10 July, 1861.

GENTLEMEN,

Referring to my letter of the 26th February last, respecting the Petition presented by you from certain persons holding a right of commonage over the Field of Mars Common, I am now directed to inform you, that a Report having been received from the Acting Surveyor General, as to the value of the land, Mr. Secretary Robertson consulted his colleagues on the matter, and they concur in the desirability of obtaining legislative powers to enable the Government to sell the land as prayed for in the Petition under reference, and to apply the money derivable therefrom to the formation of a road and the construction of bridges, so as to connect the north side of the Parramatta River more directly with Sydney, as proposed by the petitioners; any surplus funds to be expended in other public works of general advantage to the people having a right to enjoy the Commonage Reserve in question.

2. I am to add, that the necessary communication has been made to the Crown Law Officers for the preparation of the requisite Bill for this purpose.

I have, &c.,

MICHL. FITZPATRICK.

No. 11.

UNDER SECRETARY FOR LANDS to D. N. JOUBERT, ESQ.

Department of Lands,

Sydney, 10 July, 1861.

SIR,

Referring to your letter of the 20th February last, submitting, on behalf of some residents at Hunter's Hill and Five Dock, observations in support of the Petition presented by Messrs. Lyons, Blaxland, and others, from certain persons holding a right of commonage over the Field of Mars Common,—I am directed to inform you, that a Report having been received from the Acting Surveyor General, as to the value of the land, Mr. Secretary Robertson consulted his colleagues on the matter, and they concur in the desirability of obtaining legislative powers to enable the Government to sell the Common as prayed for in the Petition under reference, and to apply the money derivable therefrom to the formation of a road and the construction of bridges, so as to connect the north side of the Parramatta River more directly with Sydney, as proposed by the petitioners; any surplus funds to be expended in other public works of general advantage to the people having a right to enjoy the Commonage Reserve in question.

2. I am to add, that the necessary communication has been made to the Crown Law Officers for the preparation of the requisite Bill for the purpose.

I have, &c.,

MICHL. FITZPATRICK.

FIELD OF MARS COMMON.

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No. 12.

UNDER SECRETARY FOR LANDS to SECRETARY TO CROWN LAW OFFICERS.

*Department of Lands,
Sydney, 10 July, 1861.*

SIR,

I am directed to forward to you the enclosed papers, respecting the proposed sale of the Field of Mars Common, and the application of the money derivable therefrom to the formation of a road and the construction of bridges, so as to connect the north side of the Parramatta River more directly with Sydney; any surplus funds to be expended in other public works of general advantage to the people having a right to enjoy the Commonage Reserve.

2. And I am to request that you will have the goodness to move the Crown Law Officers to cause a Bill to be prepared for submission to Parliament, to enable this Government to carry out the objects proposed.

I have, &c.,
MICHL. FITZPATRICK.

No. 13.

PETITION from Trustees.

To His Excellency the Governor-in-Chief, and His Executive Council, &c., &c.

The respectful Petition of Edward Drinkwater, Isaac Shepherd, and James Bellamy, Trustees of the Field of Mars and Hunter's Hill Common,—

SHEWETH:—

That during the administration of His late Excellency Sir Charles Augustus Fitz Roy, certain lands, situated within the parishes of Field of Mars and Hunter's Hill, were granted to certain persons therein named Trustees, as Common Land, subject to conditions and reservations therein named; and that the said land should be held by the said Trustees and their successors as a body corporate, for the use and benefit of persons therein described.

That your Petitioners were severally elected Trustees, in accordance with the stipulations contained in the Act of Council 11 Vic., No. 31, 1847, intituled, "*An Act to enable Trustees of Commons in New South Wales to have perpetual Succession,*" &c., &c.

That your Petitioners have, and continue to exercise the functions of Trustees of the said Commons.

That it has been represented to your Petitioners, that certain persons, some of whom have no right of commonage, have applied to the Honorable the Secretary for Lands, urging upon him the desirability of the said Common Lands being resumed by the Government, and appropriated to other uses than that stipulated in the grant thereof, which, if carried out, would deprive the Commoners, and those interested therein, of the enjoyment of the said land and the advantages accruing therefrom.

Your Petitioners respectfully submit, that the majority of those persons having a right of Common are opposed to any surrender of their commonage right; and that those persons who are anxious to give up the Common Lands advocate its surrender with a view to benefit themselves individually, without regard to the Commoners generally, and that it would be unjust to deprive those entitled to the Common Lands of the advantages to be derived therefrom, contrary to their will and against their interest.

Your Petitioners feel called upon to state, that they will by every constitutional means maintain the rights of the Commoners under the grant thereof.

Your Petitioners pray, that your Excellency and Honorable Council will not sanction any measure that would tend to inflict so great a wrong as the alienation of the Common Lands would to the residents of this district.

And your Petitioners will ever pray.

*Kissing Point,
28 June, 1861.*

EDWARD DRINKWATER.
ISAAC SHEPHERD.
JAMES BELLAMY.

No. 14.

ISAAC SHEPHERD, ESQ., to CLERK OF EXECUTIVE COUNCIL.

SIR,

I beg to forward the accompanying Petition, and request that you will have the goodness to lay the same before His Excellency the Governor and His Executive Council.

*Helenie,
21st August, 1861.*

I am, &c.,
ISAAC SHEPHERD.

This should have been addressed to the Honorable the Secretary for Lands, and is now forwarded accordingly.

B.C.—August 24th, 1861.

EDWARD C. MEREWETHER,
Clerk of Executive Council.

[Enclosure]

[Enclosure in No. 14.]

To His Excellency the Right Honorable Sir JOHN YOUNG, Bart., Knight Commander of the Most Honorable Order of the Bath, Knight of the Grand Cross of the Most Distinguished Order of St. Michael and St. George, Captain General and Governor-in-Chief of the Colony of New South Wales, and Vice-Admiral of the same; and the Executive Council in Council assembled, &c., &c., &c.

The humble Petition of the undersigned Landholders and other resident Inhabitants, having an interest in the Field of Mars and Hunter's Hill Common,—

Respectfully Sheweth:—

That your Petitioners have heard with much concern, that certain persons have represented to the Government that the lands granted as a Common, for the landholders and other inhabitants of the districts of the Field of Mars and Hunter's Hill, do not afford the advantages which were originally contemplated; and such individuals suggest that the lands should be resumed by the Government and disposed of, with a view of devoting the proceeds towards constructing a bridge across the Parramatta River and making roads in certain places.

That your Petitioners would observe, that the formation of roads and bridges tend to enhance the value of property contiguous to such improvements, and therefore your Petitioners are of opinion that the individuals who take a prominent part in suggesting the resumption of the said Common, are influenced rather by private interests than any consideration for the public good.

That your Petitioners consider that the resumption of the Common Lands would be prejudicial to their interests, inasmuch as such a measure would deprive them of their commonage right, as well as the advantages arising from depasturing cows, and procuring firewood and timber for building and fencing; whilst at the same time, a number of those tenants to whom the Trustees have leased portions of the Common, in accordance with the Act of Council, would be deprived of their subsistence by the proposed resumption.

That the commonage right extends to a great number of persons who convey their produce to market through Parramatta by railway, as they consider that means of transit the best; and therefore such persons are altogether opposed to the sale of the said Common, and the appropriation of the proceeds to purposes inconsistent with the objects for which the Common was granted.

That your Petitioners trust your Excellency and Honorable Council will take into their consideration the facts to which your Petitioners have alluded, and not sanction any measure that will deprive a large number of persons of their rights.

And your Petitioners, as in duty bound, will ever pray.

James Byrnes, Field of Mars, landowner.	Henry Moore, North Road.
George Oakes, ditto, ditto.	Robt. Napier, Field of Mars.
W. Byrnes, ditto, ditto.	Thomas Napier.
Edmund Mason, ditto, ditto.	Samuel Small, ditto.
J. Brown, ditto, ditto.	William Parsons.
Malcolm Macpherson, do., ditto.	Robert Small, Ryde.
Neil Stewart, ditto, ditto.	Robert Beedam, ditto.
James Bellamy, senr., Pennant Hills, freehold.	John Tucker, ditto.
John Dengote, Field of Mars, freehold.	Thomas Bawdon, ditto.
Fredk. Cox.	Charles Stratford, ditto.
Robert Smith, Field of Mars, leasehold.	Robert Butterfield, ditto.
George Ward, ditto, resident.	Isaac Shepherd, ditto.
Thomas Smith.	Mary Hay, Field of Mars, freehold.
William Cruse, Field of Mars, freehold.	Thomas Fitzgerald, Field of Mars.
James Gilmore, ditto, resident.	Thomas Smith, North Road, Ryde.
Joseph Snape, North Rocks, resident.	Charles Smith, ditto, ditto.
James Trye, Field of Mars, freehold.	William Smith, ditto, ditto.
James West, ditto, ditto.	Robert Worarter, ditto, ditto.
William Osborne, ditto, ditto.	Thomas M'Keon, Ryde.
Thomas Wilkinson, ditto, ditto.	Joseph Hatton, ditto.
Robert Wilkinson, ditto, ditto.	James M'Man, ditto.
Thomas Wilkinson, junr., ditto, ditto.	James Adams, Field of Mars.
Edward Atkins, ditto, leasehold.	William White, ditto.
William Smith, ditto, freehold.	James Stephenson, ditto.
William Carter, ditto, ditto.	George Hicks, Ryde.
Samuel Small, junr., ditto, resident.	Henry Heard, ditto.
John Dale, ditto, freehold.	Nickel Roch, ditto.
Isaac Mobbs, senr., ditto, ditto.	William Martin, junr., Field of Mars.
George Mobbs, ditto, ditto.	William Martin, senr., ditto.
William Mobbs, ditto, ditto.	Richard Allen, senr., ditto.
Edward Williams, ditto, resident.	Richard Allen, junr., ditto.
James Hutchinson, ditto, ditto.	James Richards, ditto.
Daniel Robinson, ditto, ditto.	Antino Morear Luis, ditto.
David Dengate, ditto, ditto.	Michael Tracy, Field of Mars, resident.
Isaac Scotts, ditto, leasehold.	Stephen Cyle, Field of Mars.
James Weeks, junr., ditto, ditto.	Charles Mathews, ditto.
Henry Johnston, ditto, landholder.	Alexander Pol, ditto.
James Weeks, ditto, leasehold.	Robert M'Clure, ditto.
Charles Cook, ditto, ditto.	William Baker, ditto.
Richard Marshall, ditto, freehold.	George Baker, ditto.
Henry Small, Ryde.	Henry Hughes, ditto.
John Small, ditto.	James Mulcahy, ditto.
Thomas Small, ditto.	George Scott, ditto.
John Peck, Field of Mars.	John Wilson, ditto.
John Procter, ditto.	Peter Cloudy, ditto.
John Thornton, ditto.	William Small, Ryde.
Frank Gallard, Ryde.	William Hale, ditto.
Edward Gallard, North Road.	John M'Roberts, Field of Mars.
James Kernahan, Field of Mars.	James M'Roberts, ditto.
William Frost, Ryde.	Richard Greenup, M.D., ditto.
James Long, ditto.	Henry Crouch, ditto.
James Stanley, ditto.	Henry Harness, ditto.
George Dunn, ditto.	Samuel Gilbert, ditto.
James Hyllard, ditto.	Thomas Gilbert, ditto.
William Murray, Field of Mars.	James Pye, ditto.
A. Coffin, Ryde.	James Jamsett, ditto.
Thomas Small, ditto.	Joseph Craig, ditto.
Timothy Small, ditto.	Samuel Tuckwell, ditto.
Thomas M'Keown, ditto.	G. R. Sutter, ditto.
William Henry Moore Hill, ditto.	Robert Turnbull, ditto.

Frederick

FIELD OF MARS COMMON.

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Frederick Cnane, Field of Mars.	John Aitken, Field of Mars.
W. H. Smith, ditto.	William Aitken, ditto.
John Williams, ditto.	George Naylor, ditto.
John Pearce, South Colo.	Richard Porter, senr., ditto.
Richard Fowler, ditto.	Richard Porter, junr., ditto.
Michael Madigan, ditto.	James Allen, ditto.
Patk. M. Duffy, ditto.	James Shields, ditto.
John Duffy, ditto.	Robert Gallard, South Colo.
William Pollard, ditto.	William Curtis, Field of Mars.
Joseph Patterson, ditto.	John Hackett, ditto.
John Stanton, ditto.	Charles Leck, South Colo.
Thomas Pollard, ditto.	John Bellamy, Field of Mars.
James Haynes, ditto.	Edward Mar, ditto.
William Lutherlower, senr., South Colo.	Ephraim Ochley, South Colo.
William Lutherlower, junr., ditto.	George Watts, Field of Mars.
Thomas Thompson, ditto.	John Dogson, ditto.
Henry Thompson, ditto.	Martin M'Carty, ditto.
William Harvey, ditto.	James Crane, ditto.
Richard Worthing, ditto.	John Crane, ditto.
Thomas Thompson, ditto.	George Richard Tuckwell, ditto.
Henry Pagson, ditto.	John Munro, ditto.
Oliver Osborn, ditto.	Richard Webb, junr., ditto.
James Aulezark, ditto.	James Grimes, ditto.
Samuel Huett, ditto.	Devaney High, ditto.
John Annetts, ditto.	Henry Curtis, South Colo.
James Right, Field of Mars.	Robert Allen, Field of Mars.
Thomas Brett, ditto.	James Bellamy, junr., South Colo.
Bartholomew Allen, ditto.	Francis Allthorpe, Field of Mars.
Daniel M'Bride, ditto.	Patrick M'Lenaghan, Ermington, Field of Mars
Isaac Mobbs, ditto.	Richard Martin, Pennant Hills Wharf.
James W. Ex. Tho. Pwight, ditto.	William Charles Smith, ditto.
Henry Mobbs, ditto.	James Spurway, Pennant Hills.
C. Berry, ditto.	George Brewer, Pennant Hills Wharf.
James Jarrett, ditto.	George Spurway, Field of Mars.
James Weeks, ditto.	Thomas H. Hughes, Pennant Hills.
Charles Cook, ditto.	George Spurway, junr., Field of Mars.
Samuel Bailey, ditto.	Michael Ryan, Pennant Hills Road.
William Kitley, ditto.	John Thomas Still, Ryde.
John Shaw, ditto.	W. Spurway, Pennant Hills.
John Moobs, ditto.	William Dosken, ditto.
William Lloyd, ditto.	William Logan, ditto.
J. Larkin, ditto.	Robert Goldrich, Field of Mars.
Richard Farmer, ditto.	Mrs. R. Green, ditto.
David Souter, ditto.	George Gordon, River-side, Ryde.
Jabez Dangate, ditto.	Samuel Small, junr., Ryde.
Joseph Danman, ditto.	James Devlin, ditto.
Thomas Smith, ditto.	George Buckham, ditto.
John Maguire, ditto.	John Herrewell, Field of Mars.
James Alsop, ditto.	J. M. Gould, landholder, ditto.
Henry Bevan, ditto.	Francis Oakes, ditto, ditto.
Richard Barman, ditto.	Isaac Shepherd, ditto, Ryde.

No. 15.

SECRETARY TO CROWN LAW OFFICERS to UNDER SECRETARY FOR LANDS.

Crown Law Offices,
Sydney, 13 September, 1861.

SIR,

In returning the accompanying papers received with your letter of the 10th of July last, No. 61/1629, I am directed by the Attorney General to forward also herewith two copies of "A Bill for improving the Districts of which the Field of Mars Common forms part."

I am also desired to observe, that it will be necessary that the Surveyor General be invited to supply the requisite Schedules.

I have, &c.,
W. E. PLUNKETT.

[Enclosure in No. 15.]

25th VICTORIA, 1861.

A BILL

For improving the Districts of which the Field of Mars Common forms part.

WHEREAS it is expedient and for the public advantage that the lands now composing the Field of Mars Preamble Common should be sold and the proceeds applied to the general improvement of the districts of which the same form part Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and the Legislative Assembly of New South Wales in Parliament assembled and by the authority of the same as follows:—

1. It shall be lawful for the Governor with the advice of the Executive Council by Proclamation to declare the resumption by the Crown for the purposes of this Act of all the lands in the County of Cumberland called and known by the name of the "Field of Mars Common" as described in the first Schedule hereto And upon publication of such Proclamation in the *Gazette* such lands shall without other assurance in the Law become absolutely vested in the Crown for such purposes.

- Survey and plan to be made.** 2. The Governor with the advice aforesaid shall cause a survey and plan of the said lands to be made on which shall be marked out for reservation such roads and public ways as shall be deemed best for the settlement and occupation of the said lands and for the districts of which they form part and on the said plan shall also be marked the division of such lands into convenient allotments for sale as hereinafter enacted. And such plan shall when completed be open for inspection by the public without fee at the office of the Surveyor General in Sydney. Provided that it shall be lawful for the Governor with the like advice to reserve and dedicate any portions of such lands not exceeding in the whole acres for any public purposes as defined by the Crown Lands Alienation Act of this Session.
- Lands to be sold.** 3. The said lands shall at such times not less than one month after the completion of such plan as may be fixed by the Minister for Lands be sold by public auction either at the Government Sale Room in Sydney or upon the said lands *fourteen days* notice at the least of every such sale being published in the *Gazette* designating the allotments to be sold in accordance with the said plan. And the Crown shall have all powers of sale and grant in respect of such lands as are incident by law to the sale of Crown Lands.
- Proceeds of sale to form separate fund in Treasury.** 4. The proceeds of every such sale after deducting therefrom all costs charges and expenses of and incident thereto shall be paid to the Colonial Treasurer and shall be by him carried to a separate fund at the Treasury to be called the "Field of Mars Fund" and such fund shall be only applicable and be from time to time applied to the purposes hereinafter mentioned by warrants under the hand of the Governor.
- Bridges and roads to be made.** 5. The Minister for Public Works shall cause a bridge suitable for general public traffic to be constructed across the Parramatta River at the points specified for that purpose in the second Schedule hereto and shall also cause to be constructed any other bridge which may be deemed advisable together with all other necessary works incidental to any such bridge and also cause to be laid down such roads to and from each such bridge as shall be recommended by the Surveyor General and approved by the Governor with the advice aforesaid.
- Costs out of fund and Debentures may be issued.** 6. All costs charges and expenses of and attending the works aforesaid and such other or incidental works as may be found necessary and otherwise incurred by the Government under this Act shall be defrayed and paid out of the said separate fund when certified by the said Minister for Public Works and approved by the Auditor General. And the Colonial Treasurer may at any time by order of the Governor with the advice aforesaid issue Debentures for raising the necessary amount which shall be paid off from time to time as they become due out of the said fund and until so paid off shall be and continue a charge thereon.
- Compensation to Lessees and Commoners.** 7. Any person at the passing of this Act holding a lease of any part of the said lands or entitled to any right of commonage in or over the said Common may at any time not later than *three months* after the passing of this Act transmit a petition under his hand to the Governor with a copy of his lease or describing his claim to commonage and the grounds thereof as the case may be and praying such compensation for the relinquishment of his lease or for the loss of such right of commonage as he may think just. And it shall be lawful for the Governor with the advice aforesaid after due inquiry into each such case to comply with or wholly decline to grant such prayer or to offer such other compensation as may be deemed fair and reasonable. And the compensation in any such case agreed to be granted and accepted shall be paid out of the separate fund aforesaid by warrant under the hand of the Governor.
- Difference may be decided by arbitration.** 8. In the case of any such petitioner dissenting from any decision or offer as aforesaid the question may if so wished by such dissenting party be decided by the arbitration of two arbitrators one being appointed by him and the other by the said Minister for Public Works or an umpire appointed by such arbitrators before commencing such arbitration. And such arbitrators and umpire shall have all powers incident to arbitrations and their decision respectively shall be final and binding on all parties.
- Application of surplus of fund.** 9. When and so soon as the sales of the said lands and all the works contemplated by this Act shall be completed the surplus of the "Field of Mars Fund" if any shall be paid over by way of endowment to or among the Municipality or Municipalities then in existence within the Districts aforesaid.
- Short Title.** 10. This Act shall be styled and may be cited as the "Field of Mars Improvement Act of 1861."

FIRST SCHEDULE.

[Description and boundaries of Lands composing Field of Mars Common.]

SECOND SCHEDULE.

[Description of Land on the Southern boundary of the Common with corresponding portion of Parramatta River and specifying the points for Bridge.]

TRACING

from *M^r Langley's Plan of Road from*

GLEBE ISLAND TO GLADESVILLE

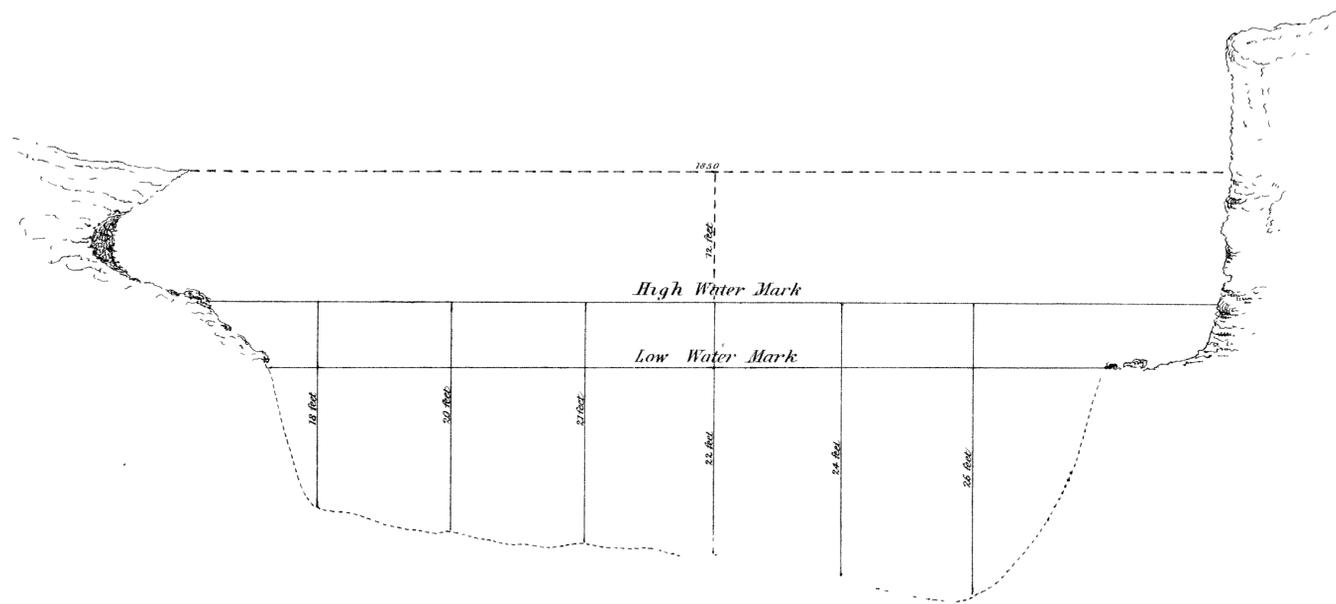
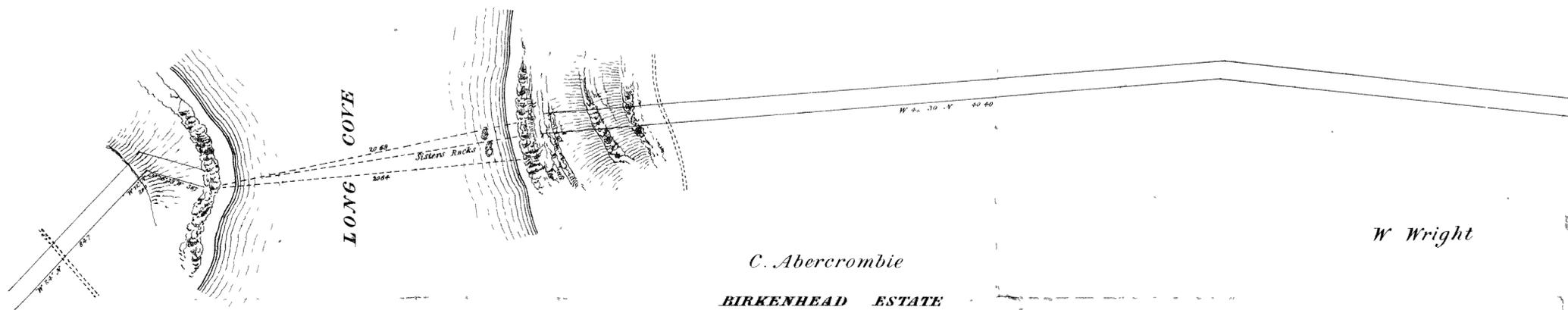
shewing Sections at the Crossing Places on

LONG COVE AND THE PARRAMATTA RIVER

F i v e D o c k E s t a t e

S. Lyons

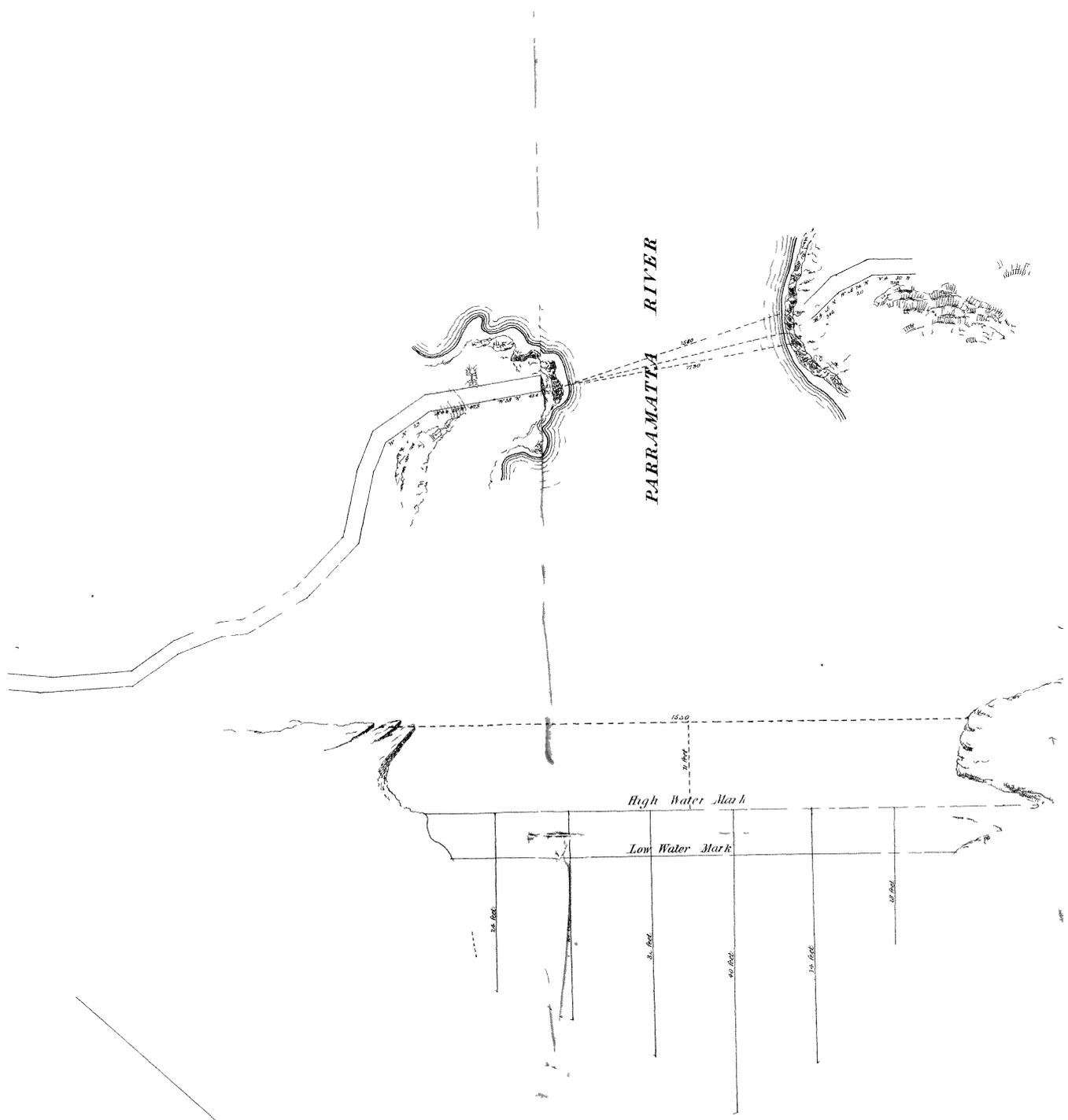
SOUTH HYTHE



CROSS SECTION OF LONG COVE.

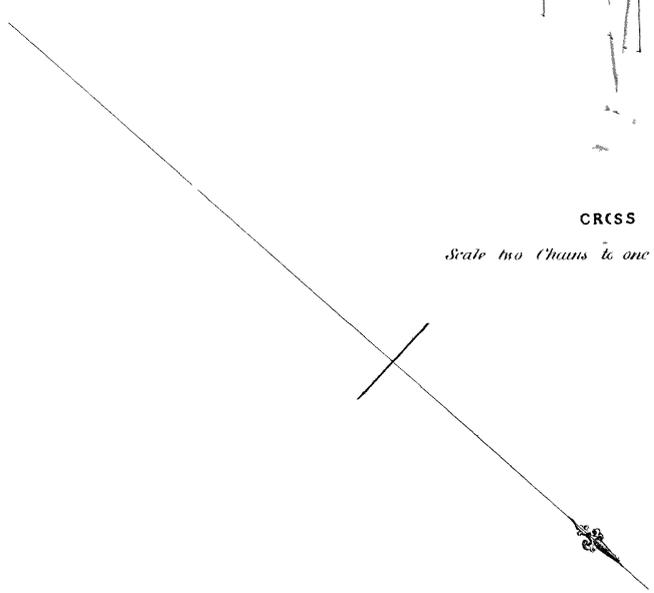
Scale two Chains to an Inch Longitudinal. Ten feet to one Inch Vertical

Scale of Road 5 Chains to one Inch.



CROSS SECTION OF PARRAMATTA RIVER

Scale two Chains to one Inch Longitudinal Ten Feet to one Inch Vertical



1861-2.

Legislative Assembly.

NEW SOUTH WALES.

FIELD OF MARS COMMON.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON THE

FIELD OF MARS COMMON;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
14 *January*, 1862.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1862.

1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 68. TUESDAY, 31 DECEMBER, 1861.

12. Field of Mars Common:—Dr. Lang moved, pursuant to notice, "That" leave be granted to bring in a Bill for improving the Districts of which the Field of Mars Common forms part.
- Mr. Shepherd moved, That the Question be amended by the omission of all the words after the word "That", with a view to the insertion in their place of the words, "a Select Committee, with power to send for persons and papers, be appointed, to inquire into the subject matter of various Petitions, and other matters relating to the Field of Mars and Eastern Farms Common, and to recommend as to the desirability or otherwise of its being resumed and disposed of by the Crown.
- "(2.) That such Committee consist of the following members:—Dr. Lang, Mr. Cowper, Mr. Forster, Mr. Smart, Mr. Laycock, Mr. Lackey, Mr. Sutherland, Mr. Stewart, Mr. Lucas, and Mr. Shepherd."
- Question,—That the words proposed to be omitted stand part of the Question,—put and negatived.
- Question,—That the words proposed to be inserted in the place of the words omitted be so inserted,—put and passed.
- Whereupon Question,—
- (1.) That a Select Committee, with power to send for persons and papers, be appointed to inquire into the subject matter of various Petitions and other matters relating to the Field of Mars and Eastern Farms Common, and to recommend as to the desirability or otherwise of its being resumed and disposed of by the Crown.
- (2.) That such Committee consist of the following Members:—Dr. Lang, Mr. Cowper, Mr. Forster, Mr. Smart, Mr. Laycock, Mr. Lackey, Mr. Sutherland, Mr. Stewart, Mr. Lucas, and Mr. Shepherd,—put and passed.

VOTES, No. 74. THURSDAY, 9 JANUARY, 1862.

6. Field of Mars Common:—Mr. Dick presented a Petition from J. Blaxland, as Chairman of a Committee appointed "to further the project of Bridging the Parramatta River in connexion with the North Shore," praying that the Select Committee of the said House, now sitting on the subject of the said Common, may be instructed to receive, in the capacity of Agent for the Promoters of the said project, some authorized person, who shall be allowed to question and cross-examine witnesses, and otherwise to represent the said Promoters.
- Petition received.
- Whereupon, Mr. Dick, *with the concurrence of the House*, moved, *without notice*, That it be an instruction to the Select Committee appointed to inquire into certain matters relating to the Field of Mars Common, and to report thereon, to hear Mr. J. Blaxland, or such Agent as he may appoint, in opposition, with power to examine witnesses.
- Question put and passed.

VOTES, No. 77. TUESDAY, 14 JANUARY, 1862.

2. Field of Mars Common:—Mr. Shepherd, as Chairman, brought up a Progress Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee appointed on the 31st December last, on the Field of Mars Common.
- Ordered to be printed.

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1861-2.

FIELD OF MARS COMMON.

PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 31st December last, “*to inquire into the subject matter of various Petitions and other matters relating to the Field of Mars and Eastern Farms Common, and to recommend as to the desirability, or otherwise, of its being resumed and disposed of by the Crown,—with power to send for persons and papers*”; and instructed on the 9th January instant, “*to hear Mr. J. Blaxland, or such Agent as he may appoint, in opposition, with power to examine witnesses,*”—have agreed to the following Progress Report,—

In the consideration of the matter referred to them, your Committee have taken the evidence of the Surveyor General, Mr. Jules Joubert, and Mr. J. S. Farnell; but as the advanced period of the Session will render impossible the completion of the inquiry, they deem it expedient at once to submit this Progress Report, with a view to an early resumption of the inquiry during the next Session.

ISAAC SHEPHERD,
Chairman.

Legislative Assembly,
Sydney, 14 January, 1862.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 3 JANUARY, 1862.

MEMBERS PRESENT:—

Dr. Lang,	|	Mr. Shepherd,
Mr. Lackey,		Mr. Stewart,
Mr. Sutherland.		

Mr. Shepherd (on motion of Mr. Stewart) called to the Chair.

Resolution of the House appointing the Committee, read by the Clerk.

The Chairman stated to the Committee the course he desired to adopt in carrying out this inquiry.

The following Petitions read by the Clerk:—

1. Petition from certain Inhabitants of Sydney, Pyrmont, Glebe, Balmain, and Five Dock, praying that a Bill may be passed authorizing the sale of the Field of Mars Common, and appropriating the proceeds to the construction of Roads and Bridges, so as to connect the lands on the north side of the Parramatta River, by the shortest route, with the Metropolis.
2. Petition from Trustees of the Field of Mars and Hunter's Hill Common, against the resumption and sale of the said Common for the purpose of erecting certain Bridges.

Committee deliberated.

By direction of the Chairman, the Commons Trustees Act, 11 Vic., No. 31, together with Copy of Deed of Grant to Trustees of Field of Mars Common, and By-laws,—read by the Clerk.

Committee further deliberated, and—

[Adjourned to Tuesday next, at *half-past Ten* o'clock.]

TUESDAY, 7 JANUARY, 1862.

MEMBERS PRESENT:—

I. Shepherd, Esq., in the Chair.

Mr. Piddington,	|	Mr. Lackey,
Dr. Lang,		Mr. Stewart.

Return to address, in reference to the Field of Mars Common, laid upon the Table of the House, on 29 October, 1861,—before the Committee.

Portions of the same read.

The following documents also before the Committee:—

Original Grant given under the hand and seal of Governor King to David Brown, Francis Oaks, and James Squires, and their successors, as Resident Trustees of the Field of Mars and Eastern Farms Districts.

Commons Trustees Act, 11 Vic., No. 31. Copy of Deed of Grant under the same Act, with By-laws.

Copy of plan of the Boundaries of the Field of Mars Common.

Committee examined the same.

Ordered,—That a letter be written to the Surveyor General, requesting him to forward plans of the Districts originally designated as "Field of Mars," and "Eastern Farms"; also,—maps and charts of the country intervening between Ryde and the Hawkesbury River, shewing what portions are available for agricultural purposes.

Mr. Jules Joubert to be summoned to attend at the next meeting.

[Adjourned to Friday next, at *Eleven* o'clock.]

FRIDAY, 10 JANUARY, 1862.

MEMBERS PRESENT:—

I. Shepherd, Esq., in the Chair.

Mr. Piddington,	|	Mr. Lackey,
Mr. Smart,		Mr. Stewart,
Dr. Lang.		

Petition from J. Blaxland, as Chairman of a Committee appointed "to further the project of Bridging the Parramatta River in connection with the North Shore," presented to the House on the 9th instant, and praying that the Select Committee of this House, now sitting on the subject of the Field of Mars Common, may be instructed to receive, in the capacity of Agent for the Promoters of the said project, some authorized person, who shall be allowed to question and cross-examine witnesses, and otherwise to represent the said Promoters—*read*.

The

Mr. Smart again objecting to a question put to witness by Mr. Heydon,—

Strangers were ordered to withdraw.

Committee deliberated.

Motion made (*Mr. Smart*) and Question—That the Question be not put—*agreed to*.

The witness and agent were again called in, and the Chairman informed Mr. Heydon of the resolution of the Committee, and

Mr. Smart objecting to another question put to witness by Mr. Heydon,—

Strangers ordered to withdraw.

Motion made (*Dr. Lang*) and Question—“That the examination of witnesses be not proceeded with any farther”—*agreed to*.

The witness and agent were again called in and informed of the resolution of the Committee, and withdrew.

The Committee then proceeded to consider Draft Progress Report submitted by the Chairman.

The same read and agreed to.

Motion made (*Dr. Lang*) and Question—“That the draft, as read, be the Progress Report of the Committee,—*agreed to*.”

The Chairman, on motion of Mr. Stewart, requested to bring up the same.

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1861-2.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

THE FIELD OF MARS COMMON.

FRIDAY, 10 JANUARY, 1862.

Present:—

MR. LACKEY,	MR. SHEPHERD,
DR. LANG,	MR. SMART,
MR. PIDDINGTON,	MR. STEWART.

ISAAC SHEPHERD, Esq., IN THE CHAIR.

Mr. G. K. Heydon appeared, by permission of the House, as Agent for Petitioner, J. Blaxland, Esq.

A. G. McLean, Esq., Surveyor General, called in and examined:—

1. *By the Chairman:* Have you any charts in reference to the Field of Mars and the Eastern Farms, as originally laid out? I have here two maps—(producing the same)—one being an engraved map, published 22nd November, 1814, purporting to be a plan of allotments of land granted by the Crown in New South Wales. I have also the MS. original of this engraved plan, with which it accords. A. G. McLean, Esq.
2. What is its date? The date I have not got; the date of the publication was 22nd November, 1814. In these plans New South Wales extends only to the Nepean and Hawkesbury River—in fact only the County of Cumberland, and not even the whole of that—and it is divided into several districts indicated by letters from A to Z, Æ, AB, C, D, E, and O C; within these divisions the farms or lands granted are indicated by a series of numbers, and the boundaries of the district are also indicated by colour, very faintly on the original map, and the colouring on the engraved map, evidently done by hand, is somewhat carelessly done; but the series of numbers shew very clearly the divisions of the districts. The districts of the Eastern Farms and Field of Mars are represented by the letters L and M, and by reference to the numbers and colouring in the plans, the whole of the lands in this district can be accurately traced, and I have shewn them, for convenience, by rough pencilling on the existing plans, the general maps of the parishes of Hunter's Hill and Field of Mars. I find that the whole parish of Hunter's Hill falls within the united districts of Eastern Farms and the Field of Mars; part of the parish of the Field of Mars falls within the district of the Field of Mars. The districts, as will be seen by the engraved map, are very irregular in shape; the district of the Field of Mars extending up the Parramatta River, to within a short distance of Parramatta, while it excludes land very much nearer to the common. I shall have no difficulty in preparing a map on the scale of the present parishes.
3. Perhaps you will have the goodness to do so? I shall be happy to do so. In the meantime, if the Committee wish to see the boundaries, they will have no difficulty in tracing them here. (The Committee referred to the map.) I may mention that there was a book published at the time this engraved map was published, entitled "An accurate list of the Names of the Landholders in the Colony of New South Wales, pointing out the number of acres in each District, as granted from the Crown—Corrected to 1813." In this book the names of the grantees are alphabetically arranged

A. G. M'Lean, Esq. arranged by the districts in accordance with the engraved map. The districts are shewn opposite to every name by the letter which appears upon the map—thus, "Augustus Alt, 100 acres, Liberty Plains, letter B, No. 2;" "Archer Isaac, 80 acres, Field of Mars, M, 14." Therefore, I think no doubt can exist as to what was meant by the district of the Field of Mars. Copies of this book are very scarce. This is the only one perfect that I know of in existence. I have another, part of which has been completed in MS.

10 Jan., 1862.

4. Independently of the number of grants mentioned in that book, a considerable quantity of land has been granted subsequently? Subsequently to the publication of this plan a large amount of Crown land has been alienated.

5. *By Mr. Piddington*: Have you any map of the land between the village of Ryde and the Hawkesbury? The engraved map shews it, but vaguely; the whole of the ranges have been traversed, and the other features have been sketched in, but I find very little descriptive writing as to the quality of the land. The original plans shew, however, that it is a hilly, broken country; and although I have no personal knowledge of the country from actual observation, I am pretty well acquainted with it from the information I have derived from others of the character of the country.

6. Have you those charts here? No; they will convey no information as to the quality of the land.

7. With regard to the acreage, my object was to ascertain the acreage of the land that has not been sold yet? The acreage is very extensive.

8. The quantity of unsold Government land between the village of Ryde and the Hawkesbury is very considerable? Very considerable.

9. Have you any idea of the number of acres? I should think twenty miles square.

10. Twenty miles square of unsold Government land between the village of Ryde and the Hawkesbury? Yes.

11. Do you think if the proposed bridge were constructed over the Parramatta River at Five Dock, the probability of selling this land would be increased? I think it would be somewhat increased.

12. Would not that district be brought into much easier communication with Sydney than it is at present? I do not think the facility of communication would be very much increased, because there is a road now on the northern side of Lane Cove, called the Lane Cove Road, which is a tolerably good road, and leads to a ferry to Sydney direct, and which affords access to the eastern portion.

13. I am now speaking of the increased facility of communication between these Crown lands and Sydney that would be afforded by a bridge over Parramatta River—say at Tarban Creek, or that neighbourhood? I do not think land at that distance would be benefited to a like extent that alienated lands would be by the construction of this bridge, because, as I say, the eastern portion of the twenty miles square has more direct communication by Lane Cove Road than they would by bridges.

14. My question is not directed to the comparative advantage of lands in the immediate neighbourhood and lands at a distance, but I ask whether, if a bridge were erected, the land would not be more likely to be sold than it would be without the bridge? Unquestionably they would be more likely to be sold.

15. There is no bridge across the Parramatta River at present? There is none below Parramatta.

16. Do you not think a bridge over the Parramatta River would facilitate communication between the northern shores of Parramatta River and Sydney? Very materially; but the facility would be very much increased by the erection of the other contemplated bridge at Lane Cove.

17. I speak of the two bridges as one? Yes.

18. *By the Chairman*: In giving your opinion in reference to the quantity of unalienated land, do you speak to the quantity shewn upon the plan or the actual quantity now? The quantity remaining; I have a very fair general impression of what has been alienated since, but it does not bear a large proportion.

19. Have you any knowledge of your own, or derived from plans, as to the quantity of that land which is adapted for agricultural purposes? I have, perhaps, no definite knowledge upon the subject; but I have of course, in my position, a very general knowledge of the character of the land throughout the Colony, and of the desire of the public to possess itself of land belonging to the Crown; and I know in this district I allude to, the only tract some years since in the possession of the Crown which is available is at a place called Dural. I know from the surveyors who had instructions to measure the whole of the available land, that there was no more in that vicinity; and I know from my experience, which extends over a good many years, that there has been very little application for the land alluded to between the Field of Mars parish and the Hawkesbury.

20. What is your conclusion in reference to the quality of the land, from the small number of applications made for purchase? I believe that there is no considerable extent of land adapted for cultivation.

21. Between the northern portion of the Field of Mars Common and the Hawkesbury River? Exactly, in a northerly direction.

22. If it were to come round Pittwater and the coast, there are portions of good land there? Yes, tolerably good.

23. Consequently, supposing there were additional facilities of transit across this river, you would not increase the quantity of Crown land open for selection? It would not increase the quantity, but it might increase the demand; it would to some extent—to what extent it is difficult to say.

24. Suppose the land were not adapted for agricultural purposes, is it a situation desirable for building purposes? It is rather remote for mere building purposes.

SELECT COMMITTEE ON THE FIELD OF MARS COMMON.

25. Is there any access by water to it? By creeks of the Hawkesbury, Berowra Creek, A. G. McLean, Esq. and Cowan Creek.
26. Then in fact there is access to that portion of the country by the Hawkesbury River? The access by the Hawkesbury is not very convenient, as the banks are generally very precipitous; but by these creeks joining the Hawkesbury there is access. The access by the Hawkesbury is not very convenient. 10 Jan., 1862.
27. These creeks would be more desirable than the Hawkesbury itself? Yes.
28. *By Dr. Lang:* What is your opinion as to the desirableness of having large portions of Crown lands existing in a state of common in the midst of an agricultural and advancing population? I think the lands are not put to such beneficial uses as if they were in private hands. I think if they were sold they would be more beneficially employed.
29. If the commoners received compensation for their individual interests? Yes.
30. Supposing there were such access provided by the construction of the contemplated bridges to the large portion of land still in the Crown, is it your opinion that facility of access would give increased value to that inferior land of twenty square miles? Undoubtedly it would give an increased value, but not a very materially increased value, in my opinion.
31. *By Mr. Stewart:* In the correspondence published I see a letter from Mr. D. N. Joubert to the Secretary for Lands, in which he states, "The immenso tract of country situated between the Parramatta River and the Hunter, containing about 1,500 square miles, or 960,000 acres of Crown Lands, now totally useless and unavailable, because they are inaccessible either by land or water." Is there that quantity? I think that quantity must be over-estimated. It is probable that he has estimated all the way to the sea on the one hand, and to the Hawkesbury River westward on the other. I must mention, as one ground for my opinion, that there is not much demand for land, and that the land is not of a very available nature; that some time ago a road was opened by Captain Perry, by Peat's Ferry, over the Hawkesbury to Brisbane Water, and with a branch to Wollombi, and a considerable sum of money was spent by Government upon that road. This road is accessible from roads coming into Ryde, and also from the Lane Cove Road, but I do not think a single portion of land, certainly not above one or two portions of land, have been sold on that road, although a ferry has been established on the Hawkesbury. No settlement has taken place, and no quantity of land has been sold, and from what I have heard from Captain Perry himself and others, of the character of the country through which this road passes, there is no available land in the vicinity. I am now speaking of the road crossing at Peat's Ferry, leading to Gosford; there was a branch opened from that to the Wollombi.*
32. From your knowledge of this part of the country you do not think this could be realized, that a large proportion might be surveyed and put up for sale? I do not think a large proportion would be disposed of.
33. *By Mr. Lackey:* Could you form any estimate of the price this land would be likely to average, supposing it were sold to-morrow—I see in the letter to which reference has been made, it is stated that it (I allude to the common land) would sell "even now, at an average price of £10 an acre, and realize a sum of at least £60,000?" I think Mr. Langley made an estimate; he spent several days in inspecting the land of the common; he considers that about five-eighths of it is good land.
34. Do you know the common? I have been on it, but I know very little from my personal knowledge. In forwarding the letter of Mr. Langley, I stated—"Mr. Langley has spent some days in the examination of the common, and considers that five-eighths of it is good land." I had previously said, from an examination of the surveys of the department, "that probably five-sixths of the land is poor, sandstone, rocky land"—but Mr. Langley, who was specially engaged to go over it, and who had had great experience in the City of Sydney and its suburbs, says five-eighths consists of good land. I say—"if this be the case, if the bridges referred to, be constructed, and the common were brought into the market gradually, I am of opinion that a higher average than that estimated by Mr. Langley would be realized, perhaps £6."
35. You are of that opinion? Yes; if he is right in his estimate that five-eighths are good land.
36. You say that differs materially from the information you had in the office? The information I had was derived from surveys of the boundaries only of the common—as the surveyor, in marking the boundaries of the common, became acquainted to some extent with its character, he recorded it on the plan, and it appears from this record that something like five-sixths was poor land; but Mr. Langley's business was to traverse the common, and to ascertain to what extent approximately there was good land.
37. *By the Chairman:* Did he make an actual survey in order to ascertain the contents? No, he did not make an actual survey, but he had this plan and he traversed it.
38. Who estimated the quantity of good land at one-sixth? The estimate is made from Mr. Galloway's plan.
39. He estimated it at one-sixth? No, I estimated it from his plan that five-sixths was bad; but I could not form a correct estimate from that, as it was merely a plan of the boundaries.
40. You do not speak from your own knowledge, but gain your information from Mr. Langley and from Mr. Galloway? Yes, I speak from my own knowledge, as far as regards the value of the land, for I see what Crown Lands sell for in the County of Cumberland.
41. *By Mr. Stewart:* As far as I understand you, you are now speaking upon the supposition of a bridge being formed—What would it be worth in its present state? That can be

* NOTE (on revision):—In making this reply I did not understand that Mr. Joubert's estimate extended to the river Hunter, and to that river the quantity is not over-estimated. I do not, however, consider that the opening of the road and bridges would have any effect on the sale of land north of the Hawkesbury River.

A. G. M'Lean, Esq. be only matter of opinion; but I think the value of the land would be doubled by the erection of the bridges.

10 Jan., 1862. 42. If the land would be worth £6 then it would be worth £3 now? Yes, I know that land on the other side of Lane Cove, of the most indifferent character, which I have some personal knowledge of, and which I know from the reports of various surveyors, is of the most indifferent character, has gradually been sold by the Government at £10 an acre.*

43. On this side of Lane Cove? Yes, within the last seven or eight years, several portions have been frequently put up, and only one or two have been sold at a time; but from time to time a great deal has been sold in that vicinity.

44. That would be probably close to Parramatta River? No, it is close to Lane Cove, and it is accessible by the steamer from the North Shore to Sydney; but I know it is the refuse of the land, all the best having been sold or granted years ago.

45. How long is it since it has been sold? Some within the last two or three years. I suppose it has been under sale from ten years ago until about two or three years since.

46. Have you had any of this description of land for sale within the last twelve months or two years? I do not think any of that has been put up within the last twelve months or two years. I think almost the last must have been put up about two years ago.

47. *By the Chairman*: The object of my question was to ascertain, from your knowledge of the general features of the country, your impression of what the land would realize now? I think the value, if the bridges—

48. I am not speaking of the bridges? I should say then about £3. I do not think if it were all put up to-morrow £3 would be realized, or that it would be all sold.

49. *By Mr. Piddington*: Do you think if bridges were erected, and some period of time were to intervene between the sale, this land would produce £6? Yes. I should not say that all could be sold within two years; but for some distance from the river a large extent might be thrown into the market and would sell easily.

50. If the Government had authority to sell the land, and exercised discretion, do you think it would produce £6 an acre, if bridges were erected? Yes, assuming Mr. Langley's estimate to be correct.

51. *By the Chairman*: You base your opinion upon Mr. Langley's estimate, and not upon your own knowledge? Yes.

52. *By Mr. Heydon*: Have you any confidence in Mr. Langley's report to you—do you know enough of Mr. Langley to enable you to place confidence in the returns he makes? I do not say that I entirely want confidence in Mr. Langley's estimate, but I have the impression that he has over-estimated the extent of good land. He does not himself profess it to be an accurate estimate.

53. It is of course all surmise on his part, and as you do not know anything about it, you cannot attempt to correct his estimate from your own knowledge? No.

54. You were speaking just now of land sold on the north side of Lane Cove River, on the opposite bank to the common—was that frontage to the Lane Cove River? Not entirely.

55. How large a district did you speak of when you referred to the land put up within the last ten years? I should think it extended back from Lane Cove River some two miles or two miles and a-half.

56. And up this river from its mouth at the Parramatta River, how far? It goes up to the creek called Blue Gum Creek. The land I particularly allude to is possibly four miles up from the mouth of Lane Cove River.

57. On the opposite bank of where the common extends? Yes, the common extends far beyond.

58. This land is precisely similar to the land of the common, so far as its distance from Sydney is concerned? No, it possesses the advantage that it has access to what is called the Lane Cove Road, and therefore the people residing there can come to Sydney with a vehicle across the Ferry at Billy Blue's Point.

59. There is no bridge for them any more than for the Ryde people? No, but they can come right into Sydney, while the other ferry leaves the people of Ryde above eight miles from it.

60. But the ferry at the North Shore, at Billy Blue's, is a steam ferry? Yes.

61. Along the Parramatta River there are wharves where the people can stop, who go in the steamer, so that the facilities are the same—as regards vehicles there is a punt established at the Parramatta River? There is a punt at Parramatta River, and a steamer at Billy Blue's Point. The advantage on this side of Lane Cove is that people can come into Sydney with their carts and vehicles, and bring in their produce.

62. You were asked as to the time within which sales of this land at Lane Cove had been effected—will you be kind enough, when you correct your evidence, to state whether some land was not sold there last year? I will. Land has been sold higher up Lane Cove, but not I think at that place, more recently than I have stated.

63. Do you remember the highest price realized for that land? I am speaking of land put up at £10 an acre, and sold at that.

64. Do you know of your own knowledge the quality of that land? It was very indifferent.

65. You know something of the Ryde district? Yes.

66. Was it worse or better than land in the district of Ryde? Very inferior to the land at Ryde generally.

67. We have been speaking about ferries, and the bringing of produce to Sydney—do you not think it makes a great difference to these settlers—their being able to come with their own vehicles,

* NOTE (on revision):—I find by reference to records that the land referred to in this statement extends back from Lane Cove scarcely one mile, and that it has been sold from March, 1855, to March, 1859; and that, although some of it has realized upwards of £16 per acre, it has not averaged above £5. My statement that it realized £10 is therefore erroneous, my memory having misled me.

vehicles, and to return without using the steamer? That is the advantage of these people who come by Billy Blue's Point, over those on the other side. A. G. McLean, Esq.

68. Do you not think if there were a punt, even at that particular spot, even with the present road, the people would be greatly benefited as far as Dural, Wiseman's Ferry—do you not think they would prefer coming by that road to going round by Parramatta? I do not think the people at Wiseman's Ferry would benefit much. 10 Jan., 1862.

69. Would it not be shorter and more convenient for them to come to Sydney by the present north road across in the punt, than to go round by way of Parramatta? It would be shorter to do so; whether they could do it in less than they could by Parramatta, coming by railway, is a question.

70. I am not speaking of the railroad? If the railroad did not come to Parramatta, that would make all the difference in the world.

71. You are aware that this scheme of bridges across Parramatta River and Long Cove has been thought of for some time by the authorities? Yes.

72. Have any steps been taken by the Government in reference to that end? The road has been surveyed by the Government from the Glebe to what used to be called the Great North Road, in the vicinity of Tarban Creek, and the first notice has appeared—the preliminary notice under the Road Act. Certain claims for compensation, or, more properly speaking, objections to the road unless compensation were made, have been under the consideration of the Government, and the result is, that pending the determination of Parliament on the sale of the common and the erection of bridges, the road should not be proceeded with; but should Parliament determine that the common should be sold, and the bridges should be constructed, the objections to the road are not such as to raise any difficulty to its opening.

73. Supposing these bridges to be built and the roads to be made, will you be kind enough to tell the Committee what will be the shortening of the distance—say from Tarban Creek Asylum to Sydney—as compared with the present north road by the punt? I do not remember the precise difference of distance. I think something like five or six miles.

74. Do you know of any Government land having been sold on the south side of Lane Cove River within the period we have been speaking of—the last ten years—between the common and Parramatta River? I think there has been no land sold there.*

75. Then there is no means of ascertaining what such land would fetch under Government regulations, of course? No land similarly situated.

76. You began your evidence by giving us some idea about the boundaries of the district; have you seen the grant for the common? I have seen the grant for the common. The boundaries I gave to the Committee were the boundaries of the district of Field of Mars and the Eastern Farms.

77. Do you know whether any mention was made of the district of Hunter's Hill, or of the parish of Hunter's Hill, in that grant? I am not aware; I think it is highly improbable, for the district of Hunter's Hill was then in what is now the parish of Willoughby.

78. Is that between North Head and Middle Harbour? Yes.

79. The name of Hunter's Hill was never applied to the neck of country west or south of Lane Cove? In my experience, it has always been applied as a parish to that country west and —

80. I am aware of the difference between the district and parish; I am speaking now of the district of Hunter's Hill. (*The witness referred to the original grant which was handed to him by the Chairman*)? I do not see in this old grant any mention of Hunter's Hill.

81. It is confined to the district of the Field of Mars and the Eastern Farms? Yes.

82. Does your map shew the common as it existed under that grant? I am not prepared to say that there is no change whatever in the boundaries of the common, as held under the present grant.

83. Are you aware whether, when the second grant was issued, consequent upon the lapsing of that one, there was any alteration in the boundaries of the common? I do not believe there is any material alteration, but I cannot say positively there was no alteration.†

84. Will you give us that information when you are correcting your evidence? The common is described in this grant at 5,060 acres; it is now estimated at 6,200.

85. I suppose you are aware that these descriptions were often contrary to facts? Yes.

86. Are you able to give the Committee any information of the fact that that grant did lapse? No, I cannot say positively.

87. The land we were talking of as having been sold on the north of Lane Cove River, within the last ten years, at £10 an acre—this inferior land is not all sold, I presume? I think the land to which I refer is nearly all sold.

88. Then, if I understand you, the land for two miles back is sold? Yes, and the land at the back of that was sold or granted long since.

89. If the proposed bridges should be built, and the proposed roads in connection with them used, the land you speak of now, although on the other side of the Lane Cove River, and on the other side of the common, would not be much benefited by these bridges and roads? The land on the other side of the river?

90. That you say has been sold within the last ten years—would not these bridges benefit these

*NOTE (on revision):—In reference to this reply, I may add that land near the north-west end of the common, and which was noted by Mr. Galloway, in his survey of the common, as "soil and timber very good," was sold in 1856 at about £5 per acre, some having realized as little as 25/-; some land which had been cultivated and built on sold at the same time, of course at higher rates.

†NOTE (on revision): I find that the only change in the new common grant from the old common is the exclusion of 30 acres of the latter, which was sold, by mistake, by Government.

A. G. McLean, Esq. these people? I do not think they would materially benefit the proprietors of land to which you allude, though it would benefit the people higher up the Lane Cove River, as they would have to cross by a punt.

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91. Would not these new bridges be an advantage even to these people? I do not consider it would be a benefit to the proprietors of land to which I have alluded, except in so far as they would partake of the general benefit that would result from the settlement of population in their vicinity which might take place.

92. You think the reason why it would not benefit these people is that they would have the river to cross, and must needs have a ferry? That is one reason; the other is that Lane Cove River flows through what is almost a gorge. The land on its banks, except in patches, is almost of a valueless character; that which is of any value is more on the summit, on the table land, and the access to Sydney by the ferry at Billy Blue's Point would be far easier than by the Parramatta River.

93. Because of the precipitous banks? Yes.

94. Then precipitous banks are of those things which make a ferry almost useless? If there were only one outlet, precipitous banks would not be a bar to a ferry; but if there were another outlet, they would be a strong argument against the establishment of a ferry.

95. What is the nature of the approach to the river at the present punt—is it such as, in your opinion, prevents people bringing down large loads of hay—would it be difficult to get a large load of hay into the punt and to draw it up on the other side? I think a load of hay that might be taken by a team along a good road could not, with safety, be taken down to the punt on the Parramatta River.

96. I think you have stated that the common land which lies along the southern bank of the Lane Cove River, as far as you know, is better than the land on the other side which has been selling for the last ten years? No, I do not think I have stated that; but I do believe, from the knowledge I have derived from the maps which have been so long under my observation, and other sources, that a large proportion of the common is very superior to this land I have spoken of.

97. Land on the other side has been realizing £10 an acre, and yet the occupants have not had the facility of coming to Sydney except by a road by Billy Blue's Point? Yes.

98. Do you not think the common land, if sold even with the present convenience we have, would be likely to bring as much as land on the other side two miles back from Lane Cove? I do not think it likely to fetch so much as that land did fetch, for landed property has not increased in value of late years; and I am aware, from my observation, that the sale of this land has been by a very slow process. People have merely bought it on speculation, because there was so little Crown land still existing near Sydney. I am not aware that the land has been improved, and I am quite certain if the holders were now to sell, the land would not realize the same price.

99. You know the district of Ryde? Yes.

100. Supposing it were as near to Sydney as any other place where gentlemen select sites for country residences, what do you think of it as a picturesque locality—is it as good or better than other localities round Sydney? I think it is almost as pretty a country as any in the vicinity of Sydney; and with this advantage, that it has better soil.

101. Do you not think it the most picturesque locality in the neighbourhood of Sydney? Well, I think it is.

102. Of any at the same distance from Sydney? Yes.

103. I suppose I may naturally infer from that, that if facilities for getting to and fro were offered, many of the rich inhabitants of Sydney would prefer it to any other for their country residences? I think very likely it would become a favourite locality, but at the same time I think, for the greater part of the community it is at too great a distance for persons who have to come to town daily.

104. Are you not aware that a good part of the common is within the municipality of Hunter's Hill? I think very little, if any.

105. Does not the common extend down the Lane Cove River to a point eastward, westward of the municipality? I am under the impression that the boundaries of the common and of the municipality are almost identical.

106. *By the Chairman:* In speaking of this picturesque situation you refer, I presume, to the vicinity of Ryde? Yes.

107. You are not speaking of the situation of the common? I think when it becomes cleared and occupied, portions of the common may be perhaps as picturesque as the country about Ryde.

108. Have you been over the common? No.

109. In point of fact, you do not know the situation? No.

110. You were speaking with reference to the ferry crossing Parramatta River? Yes.

111. In what state was the road to and from the ferry, on both sides, when you last saw it? I think the road on the south side of the river was in a very indifferent state, but on the north side it was tolerably good.

112. Do you consider that the fact of having a tract of land set apart as a common, for the use of residents, tends to enhance the value of their property? I think undoubtedly it tends to enhance the value of the property.

113. Does it materially enhance the value of the property? I have already expressed my opinion that if the common land were divided —

114. I am not speaking of that, but speaking as a proprietor; do you imagine that the fact of land being set apart as a common tends to enhance the value of property in its neighbourhood? I say it would enhance its value.

115. *By Dr. Lang:* I presume the degree in which it would enhance the value of the land would depend upon the use the commoners could make of it? No doubt.

116. *By the Chairman*: With reference to the opinion you have held of Mr. Langley, did you at any time recommend to the Government that they should appoint any parties, independent of Mr. Langley, to value the common? I made the recommendation that Mr. Gorman, of Messrs. Mort & Co., and Mr. Richardson, should make a valuation, and I have no doubt that a much more reliable opinion of the value of the common would have been made by this means. I promised to assist them, by having the boundaries of available land surveyed, to enable them to determine its extent.
117. *By Mr. Langley*? I did not mention Mr. Langley, but probably he might have been employed.
118. You did not recommend Mr. Langley as a desirable person to value this common, except in connection with these persons? I think I did afterwards. Speaking from memory, I think Mr. Robertson said the Government did not desire to have such a precise valuation as would be arrived at by the process I suggested; that it would be quite sufficient for some surveyor, who knew something of the value of property, to ride over it and make a valuation, and as Mr. Langley was a person who had had some employment from Government, and some experience of the value of land, he being at that time, as well as at present, a land agent, I employed him, to obtain from him information of the approximate value, as Mr. Robertson desired.
119. From the first onset you recommended that Mr. Gorman and Mr. Richardson should value the land, and that they should be accompanied by Mr. Langley as surveyor? I do not think I said Mr. Langley.
120. In point of fact, these are the parties you recommended as valuers? Yes, and no one can deny that their valuation would be more reliable than Mr. Langley's, or that of any other person in the Colony.
121. In reference to the construction of these bridges that have been contemplated, have you had Parramatta River surveyed? There has been no recent survey of the river itself; some soundings have been taken at the suggested crossing-place.
122. By direction of the Government? Yes.
123. Out of your office? Yes. You will see that in the printed correspondence, at page 4, letter No. 5.
124. That is with reference to the cost, not as to the most desirable situation—what I want to know is, whether the Government have had any actual survey, to decide which is the most desirable place? They have made no new surveys, but it was proposed to send the tracings to Mr. Moriarty, and his estimate as to the probable cost would have had an influence as to the determination of the site, but on other grounds the eastern site would be the most suitable.
125. *By Mr. Heydon*: Do I understand you to say that is actually the shortest road? The shorter road of the two crossing-places.
126. Where is the other? At Bedlam Ferry.
127. *By the Chairman*: Then I understand you that there has been no new survey of the Parramatta River, to ascertain the depth, the width, and the cost of constructing a bridge? No, the depth has been taken only at these two places.
128. And this site has been expressly recommended by Mr. Langley? Yes, and I have no reason to doubt that it would be the most convenient.
129. *By Mr. Lackey*: There are several commons set apart in various parts of the Colony, for the use of the settlers and inhabitants in the vicinity? Yes.
130. Has any instance come under your knowledge of any of these having been alienated for particular purposes? No; I think a new grant was issued for Ham Common, and some alterations of the boundaries may have been made, to make them accord the better with the town of Richmond. Some few acres I think have been taken out of the common.
131. But not as a principle? No.
132. Do you think the majority of the occupants of the northern portions of the Field of Mars and the Eastern Farms would use this new road or the old road by Parramatta? I think the majority of the occupants of the Field of Mars and Eastern Farms would use it; but the majority of the northern and western district of the Field of Mars might be a portion embracing 50 acres, or might be a portion embracing 200 or 300.
133. I presume you are of opinion that the population of Hunter's Hill would be considerably increased by the construction of these bridges? Yes.
134. Do you think it possible any surveyor, who might be employed to survey the Field of Mars Common, might be induced to put a favourable estimate upon it, in the hope of getting the subdivision of it in the event of its sale? That is so very remote a contingency that I scarcely think it would be a sufficient inducement to put a favourable estimate upon it.
135. *By Dr. Lang*: Supposing there are no instances in this Colony of commons having been divided by Act of Parliament, are there not many instances within the last fifty or one hundred years, of the discommoning of old commons in the Mother Country? So far as my information goes from reading, I believe to a very great extent commons have been done away with and divided.
136. So that, if we have no precedent in this Colony, there is an abundance of precedents at Home? Unquestionably.
137. Are these Acts of Parliament for discommoning the commons in England not based upon the general principle that land is much more valuable to the State, when held by individuals, than when held in common by the community? I presume they are based upon those principles, but I scarcely think it is a point upon which my opinion is of much value, being so remote from the scene of action, and having no time to read upon the subject.
138. *By the Chairman*: In the event of the resumption of this common, how would you propose

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A. G. McLean, Esq. propose to compensate the persons entitled to commonage? No doubt they would derive compensation from the increased value that would be given to their properties.

139. Where would be the increased value—that would be a matter of opinion.—In case any of the proprietors objected, in what way would you propose to compensate them? It is a subject to which I have given very little consideration, but it did occur to me that a sort of division of the common might be made, and that those persons who have a right to the use of the northern and western end, near Parramatta, who think their property would not be improved by the alienation, might retain a portion, while that portion nearest Sydney, which is the most valuable, might be sold.

140. You consider that portion nearest Sydney the most valuable? I consider it to be so, from its situation.

ADDENDUM.

I THINK it right to add to this evidence an explanation of the reason why no survey of the Parramatta River was made, with a view to the selection of the bridge site, and in reference to which the Chairman addressed to me some questions.

The present road by Bedlam Ferry to Ryde, &c., follows the Parramatta or Main Western Road for upwards of six miles, and in doing so runs south (by George-street) from the centre of Sydney, and heads Darling Harbour, Blackwattle Swamp, Johnstone's Bay, Long Cove, and Iron Cove.

The object sought by the proposed erection of bridges is to lessen this distance, and the existing Pyrmont and Glebe Island Bridges obviate the necessity of heading the three first-named arms of the harbour. By following a nearly direct line to Ryde, Long Cove is crossed at the narrowest and most favourable point, and the most direct line thence to the centre of the district of Field of Mars and Eastern Farms, would cross the Parramatta River at the proposed site of the bridge, viz., Five Dock Point.

It is only then necessary to consider whether any other spot possesses advantages over this site, which should induce a deviation from the proposed and direct line. It is obvious to any person having the slightest acquaintance with the river, that there is no point lower down than Five Dock which possesses such advantages; and it is equally obvious that were the crossing above Hen and Chicken Bay the road would be materially lengthened, and would be useless, or nearly so, to all the eastern part of the districts referred to.

The question is thus narrowed to that of crossing at Bedlam Point, at or near Blackwall, and at Five Dock Point, and although the road to the two former would have to head Five Dock Bay, and would therefore be considerably longer, I had an examination of it made, and a section of the river at Bedlam Point taken.

From this examination, it appears that the land at the head of Five Dock Bay is low and unsuitable for a road; that a road there would interfere with many enclosures, through which it could not, under the Act, be carried contrary to the wishes of the owners, and that the water is considerably deeper than at Five Dock Point, which, subject of course to the Report of the Officer of the Works Department, as to relative cost of bridges, is, in my opinion, unquestionably the best site, and to which the road may be opened without objection on the part of the parties owning the land.

A. G. McLEAN.

21 January.

Jules Joubert, Esq., called in and examined:—

- J. Joubert, Esq. 141. *By the Chairman:* You are Secretary to the Committee having for its object the building of bridges across Long Cove and Parramatta River, the selling the Field of Mars Common, and expending the proceeds in the above object? Yes.
- 10 Jan., 1862. 142. Where do you reside? At Hunter's Hill.
143. Are you a landholder? Yes.
144. To what extent? Ten or fifteen acres.
145. What means of transit have you from Sydney to Hunter's Hill? By boats, and also by a punt across Bedlam Ferry.
146. In speaking of boats do you mean ordinary boats or steamboats? Steamboats when you can get them, and other boats when you cannot.
147. Are steamboats plying regularly on the river? Very irregularly.
148. Do they ply daily? Yes.
149. How many times a-day? Three times up and three times down.
150. When you speak of irregularly, do you mean to say that they do not ply daily, or do you refer to the hours at which they ply? I mean to say that we are at present entirely at the mercy of the owners of the steamers.
151. I am speaking of the irregularity—I wish to know what you mean by regularly or irregularly—whether you mean daily or during the day? I mean that the hour at which the boat starts from Sydney is constantly changed; sometimes it is six o'clock, at another four, at another five, and at another a quarter past five, and so on.
152. Do the proprietors of the steamboat give notice of the changes? Sometimes.
153. How far is it from Sydney to Hunter's Hill? Which way?
154. You say generally your mode of transit is by boats? Four miles and a half.
155. Your general means of transit is by steamboat? By steamboat. I am speaking personally.
156. How long does it take a steamer to pass from Sydney to Hunter's Hill? About half an hour—under half an hour.
157. How much under? Two or three minutes.
158. What is the fare from Sydney to Hunter's Hill? Eighteen-pence.
159. What is the contract fare? £1 a month.
160. What particular privilege have you by contracting—are you at liberty to go up and down six times, or only once a day? As often as the steamer plies.
161. Six times a day for £1 a month? You could not do it six times, because sometimes one boat leaves before the other arrives; however you can go as often as you like.
162. Being the secretary for the construction of these bridges, do you consider that if these bridges were erected over Iron Cove and the Parramatta River, they would materially increase the value of property at Hunter's Hill? Most materially.

163. To what extent do you consider? I can hardly form an idea to what extent; it would increase it to any extent; it would render the property at Hunter's Hill, which would then be within four miles of Sydney, equal in value to that of Point Piper, which is now at a distance of five miles and a half.

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164. That is your opinion—I suppose you have got no proof—it is merely a casual opinion of your own? It is my opinion; and I have dealt in land in the suburbs of Sydney to a large extent within the last ten years.

165. I believe you act as a builder—that in fact you buy land, erect cottages, and then sell them with the land? Yes.

166. Do you know from your own knowledge the boundaries of the Field of Mars Common? Yes.

167. Do you know how far north the boundaries of the Field of Mars Common extend? Yes, the boundaries have been shewn to me at the northern end by residents in the neighbourhood.

168. How do you know they know? Faith is everything.

169. You believe they were pointed out to you? I believe they were pointed out to me.

170. You do not know of your own knowledge? I do not believe anyone in the Colony could say exactly where the boundary is, without the common were properly surveyed, but I know where the boundary is, I dare say, within a quarter of a mile.

171. You have been round the boundaries? I have been round most of them. I believe I know the common as well as most people.

172. *By Dr. Lang:* Is it your opinion that the commoners derive very important advantages from their right of commonage? I believe with very, very, very, few exceptions, they do not derive any whatever.

173. Do the advantages they do derive consist of the right of depasturing stock upon it? No, I think that has entirely fallen away, from the want of grass; a few may derive advantage by cutting a few saplings for firewood, and getting Christmas-bushes to bring to Sydney once a-year.

174. Do you not suppose that the loss of their present privilege would be a great calamity to the commoners generally? I think it would be quite the reverse.

175. Do you think the construction of the proposed bridges would greatly enhance the value of the property of all the commoners? I believe so.

176. Have you been over the common generally? Very often.

177. What is the character of the land so far as you have seen it? That portion of the common which is bounded by Lane Cove River is, to about varying from a quarter of a mile to half a mile, rocky table land fit for building purposes; the rest of it goes on improving as you go southerly to the settled districts of Ryde and Pennant Hills, and when it arrives at that boundary it is equal in quality to the lands forming those districts.

178. Do you think if it were subdivided into small farms it would constitute eligible properties for small settlers? I think so.

179. Or for the erection of villas? I think, taking it as a whole, the common is a very saleable property for small farms, dairies, and building sites.

180. Would the construction of these bridges generally enhance the value of the land now forming the common itself? Decidedly.

181. Do you know generally the persons who have, under the grant, rights of commonage? I know many of them.

182. Would it be difficult to ascertain the number of persons having rights of commonage under the grant? It might be ascertained; I can only speak of those who come under my own jurisdiction, as having to do with the municipality.

183. Are you aware whether those of them you know are generally in favour of the proposed improvements? I think nearly all are in favour of them.

184. Supposing that a majority of those at the other extremity of the common were opposed to the proposed improvement, do you think it would be practicable to divide the common, so as to reserve a portion of it for their use? The impracticability of the division of the common, in my opinion, lies in this, that the portion of the common that would be reserved as a common, by the people at the other end, would not be just, inasmuch as they would derive as much benefit from the bridge and road as the others, and would not sacrifice a jot of their right in the common.

185. Do you think the principle of compensation would be acted upon, in regard to those of the commoners who conceived that the improvements would subject them to considerable loss? I think they would be amply compensated by the fact not only of having a more easy and direct route to Sydney, but by having a large population brought to their doors, which must enhance the value of their property.

186. You do not think they would be entitled to any direct pecuniary compensation? No.

187. *By Mr. Stewart:* Have you any knowledge of any extent of country beyond that which is likely to be opened up? I have ridden over it, but not enough to give an opinion.

188. The district you are acquainted with is likely to gain considerable advantage? Yes; the advantage of the road, and of there being six or seven thousand acres built upon and improved.

189. *By Dr. Lang:* What is your opinion of Mr. Langley's valuation of the common—do you think he has over-estimated its value? I think he has undervalued it. I speak from my own experience as having dabbled a good deal in land speculations in that district, on both sides of the river.

190. *By the Chairman:* In speaking of having dabbled in land speculations on both sides of the river, do you refer to the immediate district of Hunter's Hill? I speak of the district of Hunter's Hill, and of the north side of the Lane Cove River.

191. Supposing these parties who are entitled to the use of the common were to surrender their

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- their right, and the Government were to sell the common, and the proceeds were to be expended in the erection of these bridges, do you imagine that these parties, having given up the right of the common, should pay toll for crossing these bridges? No, I do not think they ought to pay toll.
192. In point of fact you think they ought to be free? Yes.
193. How would you distinguish between parties originally entitled to commonage and others? I would make the bridge open to everybody. We are all commoners in this world.
194. *By Dr. Lang*: Do you think the construction of these bridges would be an important benefit to the City of Sydney, as well as to the inhabitants of the country beyond the river? I think so. It would benefit not only the district to which the Field of Mars belongs, but also Sydney, and in fact as far north as you like to go in Australia, for if this saves four or five miles distance, it is a benefit to all who travel.
195. *By the Chairman*: Would you allow those parties who have no right of commonage similar privileges to those who have? What privilege do you mean—the privilege of going over the bridge without paying for it? Certainly.
196. *By Mr. Stewart*: How do you propose to meet the expense of wear and tear—out of the general revenue? Yes. I do not think I am a judge of such an important question.
197. Perhaps the surplus of the amount derived from the sale of these lands would form a fund to meet that? Yes.
198. *By the Chairman*: Would you sell the common previous to building the bridges? No.
199. You would build the bridges before the sale of the common took place? I would sell the common from the time of passing the Bill.
200. I ask you whether you would build the bridges previous to the sale of the common? I would begin the building of the bridges.
201. How do you propose the necessary funds should be raised for the purpose of building bridges? By means of debentures made payable in a certain number of years; and during the time that would elapse between this and the debentures becoming due, the Field of Mars should be placed in the market, so as to meet the debentures when they became due. I believe if that plan were followed there would be ample funds.
202. You propose that the Government should raise the necessary money to build the bridges, and that in the course of twelve, fifteen, or twenty years, the common should be sold? Yes.
203. You think that if the common were sold before the bridges were built it would not fulfil the intention? It would, but not so well; if the bridges were built the land must improve and fetch much larger prices.
204. *By Mr. Heydon*: You have been one of the promoters of this project from almost the commencement? Yes.
205. You and your brother have been residents at Hunter's Hill for some time? Yes, for many years.
206. For how many? Since 1846.
207. Was it then populated to anything like the extent it is now? No; there were one or two small huts in the neighbourhood. We took Mrs. Reiby's place.
208. Do you know whether Parramatta River was anything like a fashionable suburb at that time? No.
209. Did any of our gentry live up the river then? Yes, a few.
210. Did Mr. Darvall? Yes.
211. Where did he live? Either where Mr. Shepherd lives or higher up; there were a few near Parramatta, but none whatever from Kissing Point downwards.
212. Were the steamers running to Hunter's Hill at that time? They were running past, but did not stop.
213. Where did they stop? At Kissing Point only.
214. Speaking of Hunter's Hill, how lately have you had steamers calling there? Five years and a half or six years.
215. Do you know how many inhabitants there are in Hunter's Hill Municipality? 420.
216. Is that considerably more than there were when the steamer began to run? Yes.
217. How many? If there are 420 now, 415 more than there were then.
218. Then do you attribute the increase in the population of Hunter's Hill to the stopping of the steamer there? I believe it has sprung up within the last seven years.
219. Before the steamer was plying regularly of course you had to come to Sydney in sailing boats? Or in pulling boats.
220. What is now the Municipality of Hunter's Hill has come into being within the last 5 years? It has, principally, within the last 5 or 6 years.
221. You attribute the increase of population to the circumstance that there is now the means of getting to Sydney quickly? Yes.
222. Before the steamer stopped there, what means had persons who removed there from Sydney of getting their goods taken there? By the Parramatta Road, and then across the punt, or by open boats.
223. Do you reside on the Parramatta River, or on Lane Cove? I reside on the Lane Cove side.
224. Within the municipality of course? Yes.
225. Are you within the boundaries of the common? My brother's fence is on the limits of the common, and he is between me and the common.
226. His property is on the Lane Cove River? Yes.
227. You have sold property in your immediate neighbourhood since you began to build there,—what price has improved property brought? The last sale I had was at auction in Sydney, and it fetched £130 an acre.

228. Do you know of any sales on the other side? Yes; I have been acting as agent in the sale of land on the other side—within the last eight months it has sold for £100.
229. When I say the other side I mean Parramatta River? Yes.
230. Was that land belonging to Mr. Foss? Yes.
231. Was there any quantity of it? It was sold in pieces of one acre at a time.
232. Is the property that is close to your brother's fence—the land of the common—as good as what you have sold, for saleable purposes? Looking at it as land it is better; but not so good for sale, on account of its being farther from the steam wharf.
233. The municipality lies between the common and the steam wharf at present? Yes.
234. Does the municipality go down to Onion's Wharf? It begins at the Great North Road; is bounded on one side by the Parramatta River, on the other by Lane Cove, and a small portion of it by the Field of Mars Common.
235. At present the ground situated within the municipality is of more or less value according as it is distant from the steam wharf—if these bridges were built would that portion which abuts upon the municipality, and which would be nearer to the bridge than the municipality itself, be increased in value in the same ratio that the ground in the municipality is increased by the steam wharf? I think it will benefit that land more than it will the municipality itself.
236. Is there some Government land in the neighbourhood there? There is a large portion of land known as the Asylum Reserve, upon which the proposed bridge abuts, or the road passes.
237. There has been some talk about the advantages of the common, and the sacrifice which would be made by the commoners if they gave up this land for the building of bridges—I believe you are Chairman of the Municipality? I am.
238. Do you know the opinion of the people who live in this place upon this matter? I think I do.
239. Can you tell me whether these four hundred and twenty people in the municipality derive any advantage from the common? I think, with two or three exceptions, there are none derive any advantage whatever. I could name the exceptions.
240. Do they not derive advantage from firewood? A very few—one or two.
241. Are there people in that neighbourhood whose cows run on the common? No; I keep cows, but I should be sorry to put them on the common.
242. Why? First, because they would starve; and secondly, because they might be lost, as I know to my own cost.
243. Did you ever lose any? One, the only one I ever put on it.
244. Was that lately? About three years ago.
245. You say there is no grass? No.
246. And no cows to eat it down? I believe there are a few cows doing penance on it, but there is no grass for them to eat.
247. Is there any portion of the land of the common leased at your end? Yes, I believe my brother is the only person who has leased it at our end.
248. Do you know what he uses it for? I believe he encroached on the common whilst fencing his property, and would rather lease that portion than remove his fence at present.
249. Are there not a number of persons who are cutting timber there—have they not leases? I do not know whether they have leases; I know a number were cutting timber there.
250. What timber do they cut? Firewood and saplings.
251. Do they cut it for the people of the municipality? No, they take it by boat into Sydney.
252. And they have no leases? I do not know whether they have or not; I believe not.
253. Is there much of this wood brought to Sydney, do you know? I should think there is; in fact, some time ago, my brother and myself undertook the task of numbering the boats that went daily up and down Lane Cove, and we found there were about five boats of from three to five tons each went up with one tide and back with another.
254. Perhaps these people came from other parts of Lane Cove—from land on the other side? From my knowledge of the river I should say no, for there are large stacks of wood to be seen always on the southern side of the river.
255. Then they must carry on this cutting of timber openly, if there are large stacks of wood on the side of the river? Yes, quite openly.
256. It has been said to-day—not here but out of doors—that the common is the resort of a great many vagrants; an old resident like you ought to be able to tell us a great deal on that subject? Up to within the last few days it was the most grievous nuisance that was attached to the Field of Mars Common being left as a common. My house facing the Lane Cove River, I am compelled constantly to witness scenes of depravity, and to hear blasphemy and obscenity from those who pass down the river, especially on Saturdays and holidays.
257. Do you know whether these people live on the common? I can see from my own window that they reside on the common. I can point out the spot where they live.
258. When you say up to within a small space of time, do you mean that the state of things has altered lately? I have been informed by very good authority that, at the request of the trustees, within the last few weeks they have been caused to be removed, and have been removed, but I think they will soon be back again at their old haunts.
259. Do you know whether that was at or before the time when it was asserted in the Legislative Assembly that it was false? Some of them were residing there at Christmas, within a fortnight back.
260. I ask you whether you are aware of its having been denied in the Legislative Assembly that the assertion of the promoters of the Bill was untrue? (*The Chairman objected to the question.*)

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261. You have had a great deal to do with the buying and selling of land in and about Sydney, and the neighbourhood on which you reside? Yes.
262. You have seen what Mr. Langley has reported about the value of the common—do you believe it will fetch more than he has valued it at? I think the common, taking it as it stands now, on the whole, is certainly worth more than £5 an acre.
263. Have you heard of any offer having been made on the part of any gentlemen to speculate in buying the common, and to undertake the building of the bridges? I have been authorized to make, and I have made, an offer, verbally, to the Government, of the sum of £30,000 for the whole of the Field of Mars Common as it stands now, and the offer now stands good.
264. You have made a *bona fide* offer? I have.
265. Without any conditions at all? Without any conditions whatever.
266. Without a stipulation that bridges be built? Yes; the second offer was, that if the Government liked it better, the Company would take the Field of Mars, and in consideration of the grant would cause the two bridges to be erected, and the road in connection therewith to be formed.
267. That is, private individuals offered to build these bridges in return for the land? Yes.
268. I do not want to ask who these individuals are, but, from what you know of them, are you prepared to say they are persons who can fairly be depended upon, that their offer would be carried out? They offered cash, and were prepared to give cash for it.
269. You say that Hunter's Hill owes its great increase in population to the stopping of the steamer there regularly—what then makes the people of Hunter's Hill wish so much for the bridges? I do not think the people of Hunter's Hill are particularly anxious for the bridges; they are more anxious to get rid of the common.
270. Why? Because they would derive more benefit from the common being sold and occupied than they would from a bridge communication.
271. How would that benefit them? It would enlarge the municipality, it would of course increase the amount of rates collected, and therefore enable them to make further improvements, and unite them to other villages in the neighbourhood, from which they are now separated by the common lying between them.
272. You think that even without these bridges the sale of the common would be an advantage, because it would bring a greater number of people to live in the neighbourhood? Yes.
273. Do you know anything of the Parramatta River up above Tarban Creek, and of the people living there? Yes, I know a few of the people.
274. Do you think they would participate in advantages similar to those which you have said would be gained by the people of Hunter's Hill, by the sale of land? I think they would.
275. Do you know so much of the district as to say whether the existence of that land as waste land prevents population increasing on the banks of the Parramatta River, and the establishment of Schools of Art, schools for children, and other means of social and moral improvement? Yes, because the lands in the neighbourhood are in the hands of a few.

MONDAY, 13 JANUARY, 1862.

Present:—

Dr. LANG,

Mr. PIDDINGTON,

Mr. STEWART.

ISAAC SHEPHERD, ESQ., IN THE CHAIR.

Mr. J. K. Heydon appeared as agent of Petitioner, J. Blaxland, Esq.

Jules Joubert, Esq., further examined:—

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276. *By Mr. Heydon:* On Friday last you told us that the common was valueless for grazing purposes, but afterwards you said what appeared somewhat inconsistent with that statement, namely, that some of the land you thought was valuable for dairy purposes—can you explain that seeming inconsistency? In its present state, owing to the timber having been cut and cut over again, the roots have thrown up numberless saplings and low scrub, which has destroyed the grass that might have been on the ground when it was open forest; but evidently, if it were cut up and portions were sold in small farms, it is natural to suppose the holders would cause the ground to be stumped and cultivated, and artificial grasses could be grown on it, as it is on the Continent, and in a great many other parts of the world. In fact, at Hunter's Hill, where we reside now, which was certainly one of the most barren spots in New South Wales, we have managed by a little industry, to grow green stuff enough to keep cows and horses.
277. If these bridges should be built, will the municipality of Hunter's Hill benefit by this project more than any other portion of the country between Parramatta and Hunter's Hill? My opinion is that it will benefit less than any other, because from its geographical position, it is further from the bridge than most of the other districts concerned; and secondly, because we have no produce to take to market; whereas the other districts connected with the Field of Mars are known to be some of the richest in fruit, hay, and any other produce the ground can yield to the farmer.
278. Will people residing at Hunter's Hill, having occasion to go to Sydney by land, derive so much benefit from the proposed road, in the way of shortening the distance, as persons situated

situated further up the river? I do not think it will shorten the road to them so much as to those of Ryde and Gladsville, but it will shorten the present distance four or five miles.

279. The benefit to the districts further up will be greater? Yes.

280. Because they will be nearer to the bridges? Yes; and they have more need of communication than we have.

281. You have been residing in the district of Hunter's Hill a good many years, you have told us, and you have seen the number of inhabitants rise from four or five to four or five hundred—during that time have you felt, or have the inhabitants in that neighbourhood felt, the want of those institutions which people have in Sydney, or in better populated districts, such as Schools of Arts, schools for children, places for hearing concerts, or those other civilising institutions? Yes, we have not only felt the want of them, but made several strong attempts to establish them; but our population is so small that it is impossible to have them in our own circle, and of course we cannot enjoy them because there are not the means of going to town after dark. The present communication answers all purposes as far as business is concerned, but after business hours we must be locked up at home without any possible means of attending these things.

282. Before the Committee on Friday, respecting the boundary of the municipality, I asked Mr. McLean, the Surveyor General, if the eastern boundary of the common did not go further east than the western boundary of the municipality, and he said, looking at the old map, it did not—are you in a position, with that map before you (*referring to a map on the table*) to tell us whether it does or not? Yes; I have brought it for the purpose of shewing the Committee the exact position of the municipality in connection with the common. (*Map exhibited and explained*)

283. *By the Chairman*: Does any portion of the Field of Mars Common come within the municipality of Hunter's Hill? It bounds the municipality.

284. Is there any portion of the Field of Mars Common within the boundary of the municipality of Hunter's Hill? It bounds the municipality of Hunter's Hill.

285. It is not within it? No.

286. *By Mr. Heydon*: Is not the eastern boundary of the common further east than the western boundary of the municipality? Decidedly; and this plan shews it better than any answer of mine can explain. This is a plan made by order of the municipality, for the work of that corporate body; it takes in the whole municipality.

287. *By Dr. Lang*: Will you describe the line that forms the actual boundary between the common and the municipality? (*The witness pointed out the line on the map.*)

288. *By Mr. Heydon*: Then, in point of fact, the common does overlap the municipality in respect to east and west—the eastern boundary is more east than the western boundary of the municipality? Yes.

289. Is the common land between the Lane Cove River and the northern boundary of the municipality as valuable as the land in the municipality? That portion of the common is, in my opinion, of better quality than the land of the municipality adjoining it, and close to the water side of Lane Cove River it is equal.

290. You have already told us the value of the land within the municipality—what it has absolutely been sold for? The land I alluded to in my former evidence was land in the heart of the municipality, nearer to the Hunter's Hill Ferry Wharf; but the land which has been sold adjoining the Field of Mars Common has been sold at an average of £25 an acre latterly.

291. Pardon me, I do not wish to contradict you in your evidence, but I think you told us before that your brother had land adjoining the common, and that you had land adjoining him, which you had sold at a certain figure, and that you considered his land adjoining yours, and also the land of the common that adjoined him, to be equal in value to what you sold yours for—will you shew us the land on the map which you spoke of as adjoining your brothers? This is the land (*pointing to the map.*)

292. That is not common land? No.

293. You led us to believe that the land your brother had was adjoining the Common, that he had a lease of some portion of it, in fact, in consequence of having put his fence too far out—where is that land? This is the land (*pointing to the map.*)

294. Then it is not, in fact, the land you spoke of before—it is not the same land which is adjoining your land? There is a quarter of a mile between the two.

295. Can you tell us what other land bounds the municipality? There is a large block of Government land, called the Lunatic Asylum Reserve, to the south of the municipality.

296. Do you think that is of equal value to the general run of land in the municipality? Decidedly.

297. Under present circumstances? It is equal in value, if not superior, by its position facing the Parramatta River.

298. Do you know how many acres are contained in that reserve? No.

299. Will you be kind enough to show where the proposed bridge is to be erected? Here (*pointing to the map.*)

300. On the Asylum Reserve? Yes.

301. Is it not likely that the land immediately close to the bridge will be most benefited by the proposed bridge? I should think so.

302. Therefore, the Government would be the immediate gainers in this case, and not the municipality of Hunter's Hill? Yes. This shews you forcibly what I stated a moment ago, that Hunter's Hill proper was geographically a long way from the proposed road.

303. You mean that portion which is the township at present, as distinguished from that which is as yet unimproved? Yes.

304. *By Dr. Lang*: How would the approach from Hunter's Hill be carried to the proposed bridge?

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bridge? Either by forming a bridge, at the expense of the municipality, across Tarban Creek, or by making an application to the Government to carry this main road, which is now called the road leading from the Parramatta Road to Onion's Point, past the Asylum.

305. *By Mr. Heydon*: What land bounds the municipality on the western side beside the common? The township of Gladesville.

306. Is that a Government township? No.

307. It is not a municipality? No.

308. The western boundary of your municipality of Hunter's Hill is Gladesville and the common? Gladesville and a portion of the common.

309. I asked you just now about the means for intellectual improvement in your district, and you said something, but I thought you were going to say more, in reference to schools, and Schools of Arts, and such like? I told you of the impracticability of our having these of our own, owing to the small size of our municipality, and of the impossibility of our attending any lectures, or any Schools of Arts that may take place in the adjoining villages, on account of the great waste of land that lies between us.

310. Across the common? Across the common.

311. There are no roads across the common, of course? Only mere cart tracks; I believe there are schools, and sometimes lectures are given in the neighbouring villages, but it is impossible at night for one to find one's way across the common.

312. Are you aware whether the management of the common by Trustees is satisfactory to the commoners. I believe not.

313. Do you know whether it is or not? I think it is quite the reverse.

314. In the event of the commoners being dissatisfied with the trustees, have the commoners any means of taking the matter into their own hands so as to manage it as they should wish?

[*The Chairman objected to the question. Witness ordered to withdraw. Committee deliberated. Witness recalled.*]

315. Are you aware that the commoners, under the Commonage Act, have no power to remove incompetent or obnoxious trustees, or of calling them to account in any way? May I be allowed to look at the Act referred to? (*Act 11 Victoria, No. 31, handed to witness*). Under this Act, as Secretary to the Committee on Roads and Bridges, I have inquired into the matter, and we have no redress whatever against the trustees; they are appointed for life.

316. Does the Commonage Act allow a power to the trustees of levying taxes on the commoners? I believe so.

317. Are you not sure about it? According to my reading of the Act it does, but I am not a lawyer.

318. Then, in point of fact, the trustees are in office for life, and yet they have the power of taxing the commoners? Yes.

319. And cannot be called to account in any way for their doings? No.

320. And the commoners generally, so far as you know them, are dissatisfied with the present management? Quite so.

321. Are you aware that they are so dissatisfied that they would rather sell the common than go on in the present state of affairs? I am positive that is the case.

322. Have you heard any recent expression of public opinion to that effect? I have.

323. Where and when? At every meeting that has been held in the neighbourhood on anything connected with the Field of Mars Common affairs, and almost every day everywhere.

324. Do you know there was a meeting of the commoners so recently as last Saturday? I do.

325. Was it numerously attended? It was.

326. Regularly called by the trustees? Yes.

327. Was there a resolution with reference to this matter passed at that meeting? What matter do you mean?

328. Selling the common and building bridges? There was.

329. To what purport was it? That the Field of Mars Common should be alienated, and with the proceeds roads and bridges should be made, to connect the north side of the Parramatta River by a more direct route to Sydney.

330. Was the meeting unanimous on the point? Quite unanimous.

331. Can you form an opinion of the number of persons who attended it? I should think between 100 and 150.

332. *By the Chairman*: You say the commoners entitled to the Field of Mars Common are unanimous in their wish to surrender it? I said that those that were within my district were unanimous, and I have heard an expression of opinion from a great many others in the immediate neighbourhood of my district, as well as in my district, and they are quite unanimous.

333. I believe petitions have been got up in favour of the surrender of the common? Yes.

334. Have there been any counter-petitions? I believe there have been counter-petitions; I have seen them.

335. Have you seen the signatures? —

336. Do you suppose they were commoners? Not all of them.

337. Do you know who are commoners and who are not? In reading through the names I detected a great many names that in my opinion were not commoners.

338. Here is a petition representing to emanate from "landholders and other resident inhabitants having an interest in the Field of Mars and Hunter's Hill Common." It states, "That your Petitioners consider that the resumption of the common lands would be prejudicial to their interests, inasmuch as such a measure would deprive them of commonage
"right,

“right, as well as the advantages arising from depasturing cows, and procuring firewood and timber for building and fencing, whilst at the same time a number of those tenants, to whom the Trustees have leased portions of the common, in accordance with the Act of Council, would be deprived of their subsistence by the proposed resumption”—You are aware of that? Yes. J. Joubert,
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339. Then in point of fact, the statement that the commoners are unanimous, or nearly unanimous, in reference to the resumption of the common, is not strictly the fact? I only speak of the facts that have come within my own notice. What I have seen myself I judge from. This petition is signed by a great many who are not commoners.

340. That is not the question. Am I to understand you that, as far as you have given your evidence, you have merely given it as your opinion? Of course I can only speak as far as my opinion goes.

341. You state that the proposed bridge would be of more importance to the other portions of the district than it would be to Hunter's Hill, inasmuch as it is nearer to the other districts? Yes.

342. Now will you be kind enough to point out on the map where the proposed bridge is to be, and which is the municipality of Hunter's Hill? (*The witness did as requested.*)

343. It does not extend over this Tarban Reserve? This Asylum Reserve is Government land.

344. Does it embrace these allotments of land as far as Bedlam Ferry? It does.

345. In point of fact, therefore, the municipality comes as far as Bedlam Ferry? Yes.

346. Where do you say the bridge will be? (*The witness pointed it out.*)

347. Then, in point of fact, the bridge proposes to come immediately into the municipality of Hunter's Hill? Yes.

348. Then how do you make out that this bridge will be of more advantage to the other districts than to Hunter's Hill, when, in point of fact, it comes within the municipality? The qualification of my answer explained that, inasmuch as I stated that it comes at one end of the municipality, which is at present a waste and unimproved. The municipality proper is round about the Hunter's Hill Steam Ferry Wharf; and the bridge would be of more use to the localities that have produce to take to market than to Hunter's Hill, between which and Sydney the communication by steamer is sufficient for business purposes, and which has no produce to take to market. It is these producing districts that keep up the punt now; the people of Hunter's Hill do not use it; no person from there goes across the punt once in six months, whereas it is working day and night for the benefit of the agriculturists and horticulturists of the other districts. This portion of the municipality is now unimproved. If you take the municipality from the boundary of the Asylum Reserve, adjoining Mr. Huntley's land, and go as far as the Field of Mars Common, you will not find three habitations, whereas if you take it from Tarban Creek to Onion's Point you will find three or four hundred people.

349. What is the general character of the land immediately abutting on the road adjoining the municipality? I believe it is pretty good; it is under cultivation as orchards and vineyards.

350. How far up the Parramatta River? Past Kissing Point and Pennant Hills; in fact, as far as Parramatta.

351. Then the whole country intervening between the road connecting the punt and Pennant Hills is under cultivation? Most of it.

352. And studded with orchards and vineyards? Yes.

353. Closely studded with orchards? Yes.

354. Are you aware whether the produce of these districts that you are referring to, producing fruit and so on, comes to Sydney by water or by land? I should think one-half comes by water and the other half by land at present.

355. Are you aware whether a great deal goes by steamer? Yes.

356. Are you aware that a great deal goes by private boats? Yes.

357. And you are aware that a great deal goes by the ferry? Yes.

358. Do you know what the ferry is leased for—what the annual income arising from the ferry is? I do not.

359. Am I to understand, from your answer this morning, in reference to the land immediately abutting on the common, that that is not the land that sold at the high price you named the other day, £100 an acre and so on? You mean the land I have sold myself.

360. No, what you referred to the other day—this land abutting on the common is not the land you referred to? No, it is not.

361. Are you aware whether Government reserves, and that particular reserve for the benefit of the Asylum, is open for sale? I believe not.

362. Do you consider that facilities for attending Schools of Arts and various other institutions, should be given at the cost of the public? Certainly; it is *pro bono publico* that those establishments are open.

363. You consider that facilities should be made for attending these places at the expense of the public—paid for out of the general revenue? No, at the expense of those who are going to derive benefit from them.

364. Then they should be paid for by the parties themselves? What parties?

365. I asked whether you consider that the expense of giving facilities for attending Schools of Arts and other institutions should be paid for out of the general revenue? No, I answered they should be borne by those who are going to derive the benefit of those institutions.

366. You say the trustees are appointed for life? Yes.

367. Are they appointed for life? I believe so.

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368. Is there no way of removing them? Except by annihilating the common.
369. Is there no possibility of removing them by appealing to a Court of Equity? Really it is a question I could not answer. They might; but I suppose the process would be a very long and expensive one.
370. Is it open to them to resign? Yes.
371. And do you think that it is possible, by harassing trustees, that you could induce them to abandon their trust? I doubt that very much.
372. You think they would not give up? I do not think they would. I think it has been tried.
373. They have been harassed then? I do not know what you mean by the word harassed.
374. I asked the question whether you thought it possible by harassing trustees that you could induce them to resign, and you say you think that has been tried? Yes.
375. I think you stated at the last meeting, when you were examined, that within the last 10 years, the population of what is now the Municipality of Hunter's Hill had increased from 10 to 450 persons? Yes.
376. Are all these landholders? Landholders or leaseholders.
377. How many houses are there within the Municipality? I think between 100 and 170 or 180; I could not tell exactly, for they are springing up every day.
378. How many adults are there? Really I could not answer these questions correctly enough to satisfy you.
379. How many would you suppose? Close upon 180 or 200, I think.
380. That is merely your opinion? Yes; I have not seen the Census.
381. Then are we to understand that the children in the Municipality of Hunter's Hill are landholders? I suppose not; they will be.
382. How do you come to the conclusion that there are about 450 landholders, and so few adults? Perhaps, before going any further in answering questions, either from the Committee or Mr. Heydon, I may be allowed to beg that in the answers that I may give to any questions put to me, I may be allowed to qualify, if necessary, inasmuch as I am not English born, though I have been many years in this Colony, and therefore a great many questions may be put to me the true sense of which may escape me at the moment; for instance, when I answered that 450 were landholders, it is evident I never intended to convey that infants in arms were landholders. If there are only 180 or 200 adults, of course only those can be virtually landholders. I desire to answer every question to the best of my ability, and I should be sorry that any answer should be taken as prevarication, when it was not intended to be so.
383. Then we are to understand that in consequence of your not being English, the evidence you are giving here is not to be considered strictly correct? I beg your pardon, I did not say so. In order that my evidence may be true and correct, I wish to have the questions put to me so that I can thoroughly understand their meaning.
384. Do you attribute the large increase of population referred to within the municipality, within the short period of time, to the facilities of steamers plying direct to Hunter's Hill? Yes.
385. Does the fact of the steamers calling at Hunter's Hill Wharf give an additional value to the properties in the immediate neighbourhood? Certainly.
386. Are you considered rather a gay people in that locality? I shall ask you the meaning of gay people; I have heard several applications of the term.
387. In order that you may understand what I mean—do you hold concerts, balls, and evening parties there? Yes, occasionally.
388. Have you any Church there? Yes.
389. Is there more than one place of worship in the neighbourhood? There are two—Roman Catholic and Church of England.
390. The other day you made a statement that you saw some disorderly characters passing in a boat; where were you when you saw them? In my parlour; in fact in every room in my house I could hear them. The noise attracted me on to the verandah, and to the water's edge, to try and make them pass as quickly as possible.
391. Where were you when you took account of the number of boats passing down the river laden with wood? At my house.
392. Did you see them loading? I have seen them loading very often up the river.
393. In these cases you mention? When I saw them pass I could not see them loading. When they were passing they were not loading.
394. Then, in point of fact, you do not know where they brought the wood from? I can form a very shrewd guess.
395. Is it the Lane Cove River you refer to? Yes.
396. Do you know, or have you any reason to believe, that boats pass up the river to bring wood from the district of Lane Cove? Sawn timber they do, not firewood.
397. Do you know whether any firewood comes from the district of Lane Cove? Very little.
398. You know there is very little? I know there is very little; only one man on the river brings firewood that comes from the district of Lane Cove.
399. Do you know all the boats that ply up the river? I do.
400. Perhaps you will have the goodness to enumerate their names? I know the boats and I know the owners, from having seen them repeatedly; but I do not know whether the boats have names.
401. Perhaps you know the names of the owners? Some of them.
402. You say there is only one that brings wood? I can name that one.
403. Will you name the others? I could not name the others. I know them perfectly well,

well, but I could not name them now; I could supply the Committee with the names within twenty-four hours.

J. Joubert,
Esq.

404. Then there is no distinguishing mark on boats going to Lane Cove? There is that distinguishing mark that when you see the boats passing repeatedly for years under your eye, you know this boat belongs to this man and that to that other; but these distinctions it would be impossible to convey on paper.

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405. You can see from your residence the usual place for boats landing on the Lane Cove River? I can see a great many of the landing-places on the Lane Cove River from my house.

406. Can you see from your house all those landing-places on the common that you mentioned? No; I can see one or two from my window, but the others, from the circuitous course of the river, it is impossible to see them all from any one point.

407. Was it from this one or two that you saw boats laden with wood? Yes.

408. You saw them start? Yes; from my window I have seen these boats load with wood.

409. You say you lost one cow about three years ago—do you know what became of her? No.

410. You do not know whether she died or was stolen or killed? I do not think she died, for I rode all over the common and employed persons to do so, and I think if she had died we would have found her carcass.

411. She may have died? She may have been killed, or may have been starved perhaps.

412. Not stolen? She might. Either starved or stolen I should certainly say.

413. Did you give any information to the police about your loss? I advertised it.

414. You gave no information to the police? No; I advertised it in the papers.

415. Was a reward offered for the cow? Yes.

416. I believe you are a Magistrate? *Ex officio*—a Magistrate without a Bench.

417. Are there no other Magistrates in the neighbourhood? Yes, in the neighbourhood, not within the municipality.

418. In point of fact you cannot form a Bench? No.

419. Have you, either in your official capacity or otherwise, had reliable information of cattle having been stolen or slaughtered while depasturing on the common of the Field of Mars? In my official capacity I never have; in my private capacity I have heard it often.

420. Did you ever give information that such was the case? No.

421. To your knowledge has any one been brought up on such a charge? No.

422. Then in point of fact there has been no information given in reference to cattle being stolen? There might have been.

423. Not to your knowledge? Not to my knowledge.

424. From your own knowledge are you aware whether any disorderly characters have been taken up for residing on the common? No, I do not know that they have been taken up for residing on the common; I believe they have been expelled lately, or rather an attempt has been made at expelling them; they are not gone.

425. Did you ever send any formal intimation to the trustees that such was the case? I never sent any formal intimation, but I believe I and a great many others have stated it publicly to the trustees. In fact it has been printed and handed over to them—400 or 500 copies have been printed in the shape of a petition or pamphlet. They have been perfectly aware that such was the case.

426. Did you ever send the trustees one of those pamphlets? I did not.

427. Are you aware that any has been sent? I do not know, but I know they are aware of the fact, because I have heard them talk of it.

428. That information was not derived from you? No.

429. Are you aware that the trustees have made by-laws as regards the common? I have seen a copy of by-laws purporting to emanate from the trustees.

430. Are you aware that persons claiming right of commonage should send notice to the trustees? I have seen in these by-laws, that before a man can enjoy the right of commonage for any purpose, it is necessary he should send in a statement to the trustees, specifying how he is a commoner, where his land is situated, and what it consists of.

431. Have you ever sent in your notice? Never.

432. Then in point of fact you never claimed a right to run cattle over the common? I have not.

433. Consequently you have not sought to take any advantage of it? I sought it once in putting a cow on.

434. In no other case? No, I never cut a stick of firewood.

435. *By Mr. Heydon:* About the means of harassing trustees, and getting rid of them, you stated that had been tried—what did you mean? I mean that meetings of the commoners were called in several instances, to try and get the trustees either to give up their trust or carry it out more to the benefit of the commoners.

436. When you spoke of some proceeding being an expensive matter, what did you allude to? The Chairman led me to believe it could be done by a suit in Equity, and I said I thought a suit in Equity must be very expensive.

437. You said it had been tried? No; I said the harassing system had been tried, to make them give an account of their trust.

438. Are you not aware that an action was brought against the trustees of the common—not the present ones—some years ago, with a view to making them resign their trust? I am not aware whether it was with a view to making them resign their trust, but I am aware that an action was brought against the former trustees, and they did resign.

439. Then on that occasion the trustees were harassed effectually? Yes.

440. Can you tell us how it happened that they were driven from the trusteeship—was it by an expensive process? I believe it was by a law suit which led them to large expense.

- J. Joubert, Esq.
13 Jan., 1862.
441. Who brought the suit against them, do you know? I believe Mr. Shepherd was one of the parties who brought the suit; I do not know who the others were.
442. The present Chairman? Yes.
443. Who paid the law costs on that occasion—are you aware? I have been apprised within the last few days that they have never been paid yet. I mean that they have never been reimbursed to those who paid them.
444. Who were not reimbursed? The former trustees of the common.
445. Do you know them by name? The Rev. Mr. Turner, Mr. Devlin, and Mr. Bennett.
446. Are you aware, of your own knowledge, that it was Mr. Shepherd who brought an action against those trustees, that resulted in their resigning? I was informed so.
447. The trustees had to pay their own expenses? Yes.
448. Are you aware that they had to pay their own expenses because there were no funds belonging to the common? Yes.
449. And if there had been funds belonging to the common, would they have paid the costs out of those funds? I suppose so; I should think so.
450. Do you know it—was it not the Judge's order? Yes.
451. So that in point of fact, if the commoners should adopt the suggestion of the Chairman here to-day, and take this means of removing the trustees, it would be at the risk of having to "pay the piper" out of their own funds? Yes.
452. *By the Chairman:* Did I suggest to you that there should be any proceedings in reference to ousting the present trustees? When you put the question to me, you asked me whether I did not think there was any other means, such as a suit in Equity, that would oust the present trustees from their position.
453. I did not suggest to you the desirability of adopting that course? Had you not named it I would not have thought of it; therefore it was a suggestion.
454. You seemed to speak very positively in reference to those expenses, that it was an order of the Court—have you seen the order of the Court? No; I saw a document from Mr. Billyard's office, in the shape of a lawyer's bill, and one of the items was said to have been ordered to be paid by order of the Court out of the funds coming from the general funds of the common.
455. You saw that in Mr. Billyard's bill? I did.
456. You did not hear the order of the Court given, nor did you see it, excepting this memorandum in Mr. Billyard's bill? It was the bill itself.
457. Now you say that Mr. Shepherd was the plaintiff in that case? Yes.
458. Who were the others? I do not know.
459. How do you know Mr. Shepherd was? I was told so by the defendants.
460. You do not know it of your own knowledge? No, I was not present; I believe I was in Victoria or South Australia at the time.
461. Were the costs of Mr. Shepherd and these other gentlemen included in the amount? I could not tell you.
462. *By Mr. Piddington:* What, in your opinion, constitutes the right of a commoner under the Commonage Act of 1847, and under the deed conveying the Field of Mars Common to the trustees? To be a commoner and to enjoy the right of commonage, a man must be a settler, cultivator, or inhabitant of the parishes of Field of Mars or Eastern Farms. I believe those are the words of the Act.
463. Holding lands within the said districts? Yes.
464. Supposing a freeholder in those districts does not claim to use and enjoy the common, are you of opinion that such a freeholder is a commoner, although he may not claim to enjoy or use the common? I think so.
465. What part of the municipality of Hunter's Hill does the proposed bridge across the Parramatta River strike? It is on a point on the Asylum Reserve, being the southern boundary of the municipality, at a point equidistant between Bland's thirty acres and Bayley's two acres.
466. What distance is the English church at Ryde from the site of the proposed bridge at the spot you speak of? I should think two miles.
467. Will not the erection of a bridge at the spot you speak of, in conjunction with another bridge, as intended by the Government in a Bill they have framed, materially benefit the inhabitants in the neighbourhood of the Field of Mars? Decidedly.
468. If a bridge is built or bridges are built, what proportion of the produce produced by settlers in the neighbourhood of the Field of Mars and Hunter's Hill would pass over the proposed new bridge, and what proportion would be conveyed to Sydney by any other mode? I think that if it were possible for the cultivator to go to Sydney with his own cart or dray, as he could do if these bridges were built, everyone would avail himself of the advantage.
469. Do you mean to convey by that answer, that you are of opinion that the whole of the produce of the neighbourhood of the Field of Mars would be brought to Sydney over these bridges? I do, with the exception perhaps of a few orchards on the very bank of the river. The bulk of them would certainly avail themselves of the short route afforded them.
470. What proportion of the produce do you think is carried to Sydney by land now? I should think half.
471. By what route does that reach Sydney? By the punt.
472. Then it has to cross the river? Yes.
473. Does any proportion of the produce of the Field of Mars or the neighbourhood reach Sydney by way of Parramatta? I do not know; there may be some at the very extreme end nearest to Parramatta.
474. If any is brought to Sydney by way of Parramatta, are you of opinion that it bears a very small proportion to the whole? Yes.

475. How much land is there in the Asylum Reserve? I should think from two to three hundred acres; but I can scarcely give an opinion. J. Joubert, Esq.
476. Have you any idea of the extent of acreage covered by the buildings, or otherwise occupied for the purposes of the Tarban Creek Asylum? I should think from 25 to 30 acres. 13 Jan., 1862.
477. From your knowledge of the character of the Asylum Reserve, do you think the Asylum is benefited by the retention of the whole of that reserve in its present condition? No; I think the Asylum would be benefited if most of the land were sold and built upon.
478. For the comfort of the inmates of the Asylum, or for any other benefit you can imagine, are you of opinion that the whole should be retained? I derive my opinion from the people of the Asylum, who say it is not requisite that a large amount of land should be left round the Asylum.
479. Then I presume a considerable portion of that reserve land might be sold without injury to the Asylum? Decidedly.
480. Have you any idea of the probable value of that land—what it might be sold for per acre, if the bridges were erected? The best answer I can give is that I have offered £50 an acre for these 30 acres adjoining it, as a block.
481. Then, if the Government were to sell a portion of the existing Asylum Reserve in villa allotments of two or three acres each, do you think they would receive a higher sum than £50 per acre? I think they would fetch £50 an acre if the bridge were erected.
482. I am speaking on the assumption that the bridges are erected? If the bridges are erected I think the land would fetch more.
483. Have you ever read the second section of the Commonage Act? I have read all the Act through.
484. I ask you particularly to read the second section (*Act handed to witness*)? Yes, I have read this before.
485. Do you perceive that that section provides for the election of a trustee, in the event of the death of any trustee, or his absence from the Colony for a certain period? Yes.
486. Who has authority to convene such meeting under that clause? The surviving or continuing trustees, or one of them.
487. By whom is the vacancy to be filled up—by what authority; in what mode does the clause provide for the vacancy being filled up? By calling a meeting of the commoners and electing another, at which meeting the senior trustee shall preside. I should surmise he is the person who convenes the meeting.
488. Does that clause provide that at such meeting the trustee shall decide who are to have votes and who are not? Yes.
489. Have you any idea how a trustee can decide at a public meeting who present are qualified to vote and who are not? I should think it would be a very difficult matter.
490. Have you ever heard of any such mode of deciding the qualifications of electors as that pointed out in that section? No.
491. *By Mr. Heydon*: With respect to the offer you state you made for that block of land adjoining the Asylum Reserve, I presume it was intended as a speculation on your part, for re-sale? Yes.
492. You would expect to get an increased price then? I suppose so.
493. *By the Chairman*: May I beg to ask who is the proprietor of that land? It is in the estate of William Bland.
494. How many acres are there? Thirty acres. I may state that it was Dr. Bland himself that refused it.
495. Was that offer made recently or at some previous date? About two years ago.
496. Would you give the same now? I would give more now; there is more chance of our having a bridge now.
497. What would you give for it now? Are you instructed to sell it, Mr. Chairman?
498. That is not the question. If you will have the goodness to answer the question; what would you give for it now? I will think over it.
499. I presume you have been requested to come here to give information to the Committee. You say it is worth £50 an acre? I believe it is worth that now.
500. You would give that now? I daresay I would. It might depend on questions as to terms, which I cannot discuss now.

James Squire Farnell, Esq., examined:—

501. *By the Chairman*: Have you received any notice from this Committee requesting J. S. Farnell, your attendance? I have received a summons to attend this morning. Esq.
502. Had it been intimated to you previously that your attendance would be required? There was some kind of private conversation between yourself and me. 13 Jan., 1862.
503. I believe you have been present during nearly the whole of the examination of the previous witnesses? I have been present during part of Mr. M'Lean's and part of Mr. Joubert's.
504. Consequently you have heard what they have had to say on the subject? Yes, I have heard a good deal.
505. Where do you reside? At Kissing Point.
506. How far from the Municipality of Hunter's Hill? From what part of it?
507. From any portion of it? From the nearest point I live about half a mile; that is, from the western boundary of the Municipality of Hunter's Hill.
508. How long have you permanently resided within the district? I have lived there, off and on, ever since I have been two years of age.

- J. S. Farnell, Esq.
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509. What are we to understand by off and on? I have been away at school, fortunately for myself, and I have been away about the country, but since I became a man, and married, I have been residing there.
510. Did you serve an apprenticeship during any part of your lifetime to any one? Yes.
511. Where did you serve your apprenticeship? (*Mr. Piddington objected to the question, as being irrelevant, and it was not persisted in.*)
512. You are a landholder within the district? I am.
513. How much land do you hold? Upwards of 400 acres.
514. How did you become possessed of it? (*Mr. Piddington again objected to the question.*)
515. Did you obtain the land you now hold, through your grandfather? (*Mr. Piddington again objected.*) I got it through my mother.
516. Do you occasionally sell land in the neighbourhood? I have sold some.
517. How much have you sold? Perhaps 50 acres or so.
518. Not more? I do not suppose I have.
519. Do you sell wood, firewood, also? No.
520. Do you know the Municipality of Hunter's Hill? I do.
521. Has the population increased considerably since you came to the neighbourhood? Very considerably.
522. How long have you been permanently residing in the neighbourhood? This last time since 1850.
523. To what extent do you suppose the population has increased since 1853? Well, I have no idea of that; I could tell the increase from a given date further back.
524. It has increased very considerably? Very considerably.
525. Have you offered your property for sale? No.
526. You did not offer it to me? No.
527. Do you consider that if a bridge was built across the Parramatta River, the value of your property would be considerably increased? I do, very materially.
528. How would you raise the necessary funds to build a bridge? Out of the proceeds of the sale of the common.
529. Would you sell the common previous to building the bridge? I would not. I might sell some small portion of it.
530. How would you raise the necessary funds to carry on? Borrow the money on security of this land.
531. Supposing you could not get the money? Then of course I should have to go without it.
532. You could not build the bridge? I could not without money. If I could not get anything to eat or drink, I should starve for the want of it.
533. Have you at any time told me, or anyone, that if the common was to be put up for sale now, it would not realize? What do you mean by realize?
534. I mean whether the common would sell? In conversation with you, and in conversation with hundreds of people besides, in giving explanations, I have said that if the common were forced into the market, or compelled to be sold within three months, there would not be buyers sufficient for the whole, but that if it were sold from time to time it would bring a large amount of money; and I told you, as you have asked about conversations between yourself and me, that I would be one of a party that would give £5 an acre for it.
535. How many acres are there? 6,225.
536. You consider the common would realize £30,000? I consider it would realize nearly four times that amount, if judiciously sold. I think I could make that amount out of it.
537. *By Mr. Piddington:* Are you acquainted with the neighbourhood of the Field of Mars? I believe there is no one better.
538. Is not the Field of Mars Common a place which, if sold gradually, would realize considerable sums, for the purpose of building villas? Yes, if sold judiciously from time to time, in allotments of a few acres, it would bring considerable amounts of money for villas, and for occupation by persons of smaller means.
539. Have you looked at the Bill among the printed papers? No.
540. You will see it there, entitled 25 Victoria, without a number, "for improving the districts of which the Field of Mars Common forms part"? Yes.
541. Have you looked at the fifth clause—do you not find that by that clause the Government proposes that "the Minister for Public Works shall cause a bridge, suitable for general public traffic, to be constructed across the Parramatta River, at the points specified for that purpose in the second schedule hereto"? Yes, I see that.
542. And you find, on looking at the next section, that the costs of defraying the charges of the bridges, and such works as may be necessary, shall be defrayed by the issue of debentures? Yes.
543. If the Government undertook to erect the bridges could they not easily accomplish that by the issue of debentures, in the same manner as other bridges are erected in other parts of the Colony? Very easily, and with this difference, that it is intended here that this common should pay for the building of the bridge, and nothing should fall on the public.
544. Are you of opinion that under the provisions of such a Bill as that I have referred you to, the cost of building the two bridges would be repaid out of the gradual sale of the Field of Mars Common? Yes, I am quite certain it would more than repay it.
545. And you are well acquainted with the district yourself? I am—none better.
546. Then under this Bill, according to your opinion of the value of the common, all the Government would do would be to advance a sum upon the credit of the country, to be repaid to the country by the proceeds of the sale of the Field of Mars Common? Precisely so.
547. And if your anticipation of the value of the common is correct, there would be no charge whatever on the public? None whatever.

548. Supposing that you have over-estimated the value of the common, do you not think the inhabitants of the northern side of the Parramatta River have as fair a claim to a bridge at the public expense as the inhabitants of Glebe Island and the neighbourhood? I believe they have a greater claim. I believe they have a greater claim for a bridge than Morpeth for a branch railway, or the people of Singleton for a bridge. The population is much greater; in Ryde it is 2,000, whereas at Morpeth there are only 1,000, and at Singleton some few hundreds.

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549. Have you any idea of the cost of the bridge uniting Pyrmont with Glebe Island? I believe £20,000.

550. Making every allowance for any exaggerated estimate you may have made of the value of the Field of Mars Common, if sold from time to time, do you believe there is the slightest possibility that the balance to be paid out of the public revenue would be anything like equal to £20,000? Nothing like it; in fact there is no chance of a deficiency after the sale of this land.

551. Do you find that the 7th clause of the proposed Bill provides that any person having a right of commonage shall be entitled to compensation? Yes.

552. If he proves his claim to the satisfaction of the Government? Yes.

553. Are you of opinion that the circumstance of the steamers stopping at Ryde and Hunter's Hill has tended to increase the number of residents in those districts? To a very small degree. No doubt the steamers stopping there keep what inhabitants are now residing there. Hunter's Hill derives a greater advantage than Ryde, because it is much nearer to Sydney and the expenses are much less.

554. Has not the fact of the steamers stopping at Hunter's Hill and Ryde tended to increase the population? It has at Hunter's Hill; but I do not believe it has to the same extent at Ryde, because many persons have resided at Ryde who held situations in Sydney, and from a change in the hours of the steamers, and the amount of passage money, they have had to leave the neighbourhood and go elsewhere.

555. If there were no steamers at all on the Parramatta River, do you think the population would be equal to what they are now? Nothing like it.

556. Then the present state of the population is affected by the facilities of intercourse with Sydney afforded by the steamers? Yes; I think that is the only way in which we have held together at all.

557. If bridges were erected across the Parramatta River, do you not think that the increased facilities of communication with Sydney would add very much to the population? I am positive of it. In three years' time there would be ten or twenty per cent. increase of population. In fact I know many persons who contemplate coming to reside in this neighbourhood if this project is carried out.

558. The country around Hunter's Hill and Ryde is reputed to be of a very salubrious character? It is.

559. And well adapted for residences of inhabitants of Sydney who wish to live out of town? Yes.

560. What would be the distance in miles, if these bridges were erected between, say, the Market in George-street and the English Church at Ryde? About six miles.

561. And what distance is it now by way of the ferry at Tarban Creek and the Parramatta Road? About eleven miles.

562. With the disadvantage now of crossing the river by a punt? Yes.

563. If these bridges were erected, do you think it would be a great advantage to the producing settlers of the Field of Mars and its neighbourhood? Yes, more so to the district of the Field of Mars and Ryde than to any other class of persons.

564. Have you any idea of the grounds on which residents of that district make objection to this proposed improvement? That is, residents who live at the north-western end, or Pennant Hills end, of the district of the Field of Mars?

565. I allude to any residents who have an objection? I am aware there are some few people at Pennant Hills that object to this scheme, and they are principally persons interested in property in the town of Parramatta.

566. What proportion do you think those who dissent from the proposed improvement bear to those who think it advisable? I think those in favour of it are about five to one.

567. The dissentients, I think you explain, live at the extreme north-western end? Yes, the majority of them. Some few live in the parish of Hunter's Hill, but very few.

568. You are a native of the Colony? I am.

569. From your experience of this Colony, are you not of opinion that a bridge over a river is considered to be a great advantage to the districts it unites? Most decidedly, not only to the persons who live there, but to the public generally.

570. Will this particular bridge not only be an advantage on general grounds, but also from its close neighbourhood to Sydney? It will be an advantage to the public generally; for instance, people from Mudgee will no doubt come that way to Sydney.

571. Is there not a considerable quantity of unsold Government land between Ryde and the Hawkesbury River? A large quantity.

572. Will not these bridges bring that land into closer communication with Sydney? Yes.

573. And to the extent of the increase of facilities of communication, will it not tend to make these lands more valuable? Most undoubtedly; they are valueless now for want of communication.

574. Whatever may be the natural character of the soil of the land to which I allude, the erection of these bridges would make their market value more likely to be realized by the Government? Yes, it would increase it at any rate.

575. *By Dr. Lang:* Are you aware whether the present commoners derive much real advantage from their privileges in that capacity? I am aware they derive no real advantages.

576.

- J. S. Farnell, Esq.
13 Jan., 1862.
576. You do not think the common is of any considerable benefit to the commoners? No, I think it is of no benefit to the commoners; I think it is rather an injury.
577. Is it the resort to any extent of improper characters, for improper purposes? At the present moment it is not, but it has been for years the resort of such persons. It has been the resort of runaway sailors and persons of questionable character, who have gone up there with the woodmen, who are the lowest class of persons, and have resided there till their ship had left, and then returned to Sydney or went elsewhere.
578. What is the nature of the advantage the present commoners derive from their privilege—what does it consist in? The right or assumed right that persons have is, to turn cattle on the common and to get firewood and timber for building purposes.
579. Is the right of pasturage valuable to any considerable extent to the commoners, from the way in which the land is occupied at present? Of no value whatever.
580. Is the privilege of obtaining timber or firewood of any considerable value? No; I consider it to be of no value at all, unless, perhaps, to one or two, who reside on the borders of the common, and who would rather go and cut firewood off the common than off their own private property.
581. It has been alleged that the common, instead of being a benefit, is a nuisance—do you conceive that that allegation is well founded? Yes; I conceive it is a nuisance in this way, that it is a huge block of land, producing nothing, and of no advantage to the inhabitants.
582. Do you think the erection of the proposed bridges would raise the value of all property within a considerable distance—say ten miles? Yes, I believe it will make property at that distance from Sydney, of equal value with property at the same distance from Sydney on the southern side of the river, or even of more value, because of the advantage that neighbourhood has on account of superiority of the soil and climate.
583. The Government having given certain rights and privileges to the parties forming the list of commoners—do you think it would be right in the public to appropriate the common in any other way—do you think it would be right for the Government or Parliament to interfere, if they think it can be done with advantage to the public, by taking the common away? Yes, I do; I believe it is the duty of the Government to interfere.
584. Are you aware whether this has been done in any other instance in this Colony? I am not aware that it has been done in this Colony, but I am aware it has been done in England; and I know that the first Enclosure Act was passed in the reign of Charles II., and there has been scarcely a session since that there has not been an Enclosure Act passed. In fact, in 170 years 420 Enclosure Acts have passed the British Parliament.
585. At all events, you are aware that the practice of discommoning the commons in England has been in operation for 150 years past? Yes.
586. And what have been the results of that change of system in the Mother Country, have you ever heard? It has caused a large amount of capital to be expended on these common lands that has been reproductive, and I think in that period some sixty millions of money have been expended in agricultural pursuits, with profit to the nation generally.
587. Do you think it is possible for land held in common to be of the same value to the State as when distributed among private freeholders? No.
588. Will the parties holding the common rights make the necessary expenditure to make the waste land of value to the country so long as they hold in common? No, it rather deteriorates.
589. You do not suppose the present commoners would have a right to pecuniary compensation if the general benefit to the public, which you anticipate from the erection of the bridges, were shared by them individually? If anybody can shew me what they are to be compensated for I would willingly give them compensation, but I do not admit that they will lose anything, they will rather be gainers.
590. Supposing they could shew a positive loss, do you think it would be difficult to assess the amount of compensation to which they were individually entitled? I think not.
591. Do you know anything of the land still held by the Crown towards the Hawkesbury River? Yes; I know a good deal about it.
592. Does it contain any considerable portion of land capable of improvement? It does.
593. And the value of that land you think would be greatly improved by the easy access that would be given to it by the proposed bridges? Yes; I believe that it would be improved, but of course not to the same extent as land nearer Sydney. It will take a longer time to become valuable; that is, this land would never be thought of at all if these bridges were not constructed, but if they are constructed the people will push out.
594. The persons who will derive the greatest benefit from the proposed construction of bridges are, I presume, the residents on the north bank of the Parramatta River along its course? Yes.
595. Do you not conceive that the inhabitants of Sydney also will have a direct benefit that will accrue to them from such an improvement, in the easier access it will give to an available part of the country? Yes, in many ways; for instance, in receiving fruit they will receive it in much better order and much cheaper; and there are many things that might be produced in the neighbourhood, which are not produced now, because they must be brought to town in a cart, and must be brought in early; and that cannot be done in the present state of the communication.
596. Do you not think it is of importance also to the Crown, as the proprietor of much unsold land, to have it made more accessible, so as to increase its value? Yes; and I think it also of importance to the Government, inasmuch as the common is a place well suited for the erection of benevolent institutions, juvenile reformatories, and other institutions of the same kind.
597. Would it afford for such purposes any considerable extent of land available for agriculture? Yes, there is a large quantity of land fit for agriculture. The land of the common is

is not of course like that of the valleys of the Hunter or Hawkesbury; it is forest land, but as forest land it is equal to any in the Colony. J. S. Farnell, Esq.

598. *By Mr. Stewart:* Is any large portion of the common equal to the surrounding lands that are under cultivation? Yes, and some of it is much superior.

13 Jan., 1862.

599. Has there been any land sold in the immediate neighbourhood recently, that would give an idea of the value of the common land? Yes, I have sold land myself at £25, £20, and £15 an acre; and I know Mr. Small, at the other end of the common, sold land for £10 and £12 an acre. The Government themselves have sold land for £8 an acre; and though I cannot speak from personal knowledge, I believe persons at the Pennant Hills have paid as much as £27 an acre for land adjoining the common.

600. Is there any Government land on that side of the river, excepting that reserved for the Lunatic Asylum? No; except away to the north-west. Some of the land, of course, is only fit for building upon; but it would sell for building villas upon, on account of its position and proximity to Sydney.

601. Is there any Government land, or land in the hands of private parties, beyond the immediate neighbourhood of the Field of Mars, with which the proposed road would open up a better communication than there is at the present time? Yes; there is the district of Dural as well as Pennant Hills, and the road continuing on to Wiseman's Ferry.

602. Have you travelled over the country between the common and the Hawkesbury? Yes; but not lately.

603. Is there any agricultural land in that tract of country that would be brought within easy communication of Sydney by the proposed road? Not to any large extent. The agricultural land is pretty much taken up; but there are gullies and valleys, some of which are cultivated now, that would no doubt be taken up. At any rate I believe it would be better for this Crown land to be sold for some value than to lay waste.

604. Do you think the construction of the proposed road and bridges would encourage the sale of it to a great extent? Yes, I am positive it would encourage the sale of it.

605. *By the Chairman:* You do not think there is a great deal of this Crown land fit for cultivation between the common and the Hawkesbury River? No, not a very large quantity; but I think artificial means might be adopted to make it pay.

606. You say you pretend to know the common —? I do not pretend; I do know it.

607. Better than the trustees know it? Yes.

608. You do know what the trustees know? I am very sure I do in relation to the common.

609. What proportion of it do you think fitted for agricultural purposes? About two-thirds of it is fit for agricultural or horticultural purposes. There is a distinction. You can grow a tree where you cannot grow a crop of wheat.

610. As you know the whole country round so well, perhaps you will give us your opinion as to the quantity of located land within the district of the Field of Mars that is unoccupied and unimproved? You mean in the hands of private individuals?

611. Yes; what proportion is of no use for agriculture or horticulture? Very little. There is a good quantity under horticulture, but none, or very little, under agriculture.

612. It is not an agricultural district? No, it has ceased to be that, from want of facilities for getting crops to market. If we grow hay we cannot get it to Sydney without going round by Parramatta. The result is that persons produce what they can take to market by the most easy means, namely, fruit. The climate suits the growth of fruit.

613. Is there not a large consumption of hay in the neighbourhood? Nearly everybody that has got a place there consumes some.

614. Do they produce what they consume? No.

615. Where do they get it from? From Sydney and other places. It does not pay for each individual to grow the small quantity of hay that he consumes; and there is no market to induce any one to grow it for sale in the neighbourhood. If your neighbour grows it for sale you must not, because the supply will be greater than the demand.

616. Do you not know that an immense quantity of hay is taken from Sydney to that neighbourhood, for consumption? I know more goes than ought to go. I cannot say it is a large quantity.

617. Do they grow their own maize there? Very little.

618. Are you aware that they import maize also from Sydney? Not from Sydney particularly; some comes down from the Hawkesbury.

619. I suppose as there is a large population there must be a considerable consumption of hay and maize? Now that the grass is bad they consume more. It would be hard to come to any calculation. I could get the Committee the information if they thought it of any importance.

620. They may be able to get it without your assistance. How do you account for the necessity of getting these supplies from Sydney, when, as you say, there is such a superabundance of land that would yield that supply? I account for it in this way—that it will not pay a man to cultivate these things for himself. It is as expensive to cultivate five acres as thirty; you require the same horses, the same machinery, the same barn, and so on. It does not pay to cultivate on a small scale that way; and if we do it on a large scale the want of easy means of communication deprives us of a market.

621. What is the size, generally speaking, of the present holdings in that neighbourhood? Some hold two acres, some four, some ten, some twenty, and so on, in proportion, up to four or five hundred acres.

622. So that, in point of fact, these parties do not generally hold sufficient land to make it worth their while to cultivate? I do not know; I think small holdings are the most productive.

623. Do they produce more grain? I am not talking of grain—of fruit.

624. Hay and maize? They grow none to speak of.

- J. S. Farnell, Esq.
13 Jan., 1862.
625. They get their supply from Sydney? Or from the Hawkesbury.
626. Then they have facilities of conveying supplies from Sydney? I do not admit it is a facility. We have the means that they had seventy year's ago—a boat.
627. Are boats generally the means of transit? Yes, very little produce goes up in the steamers. Hay and corn generally go up in boats.
628. You say there is a population of 2,000? That is the parish of Hunter's Hill, not the municipality.
629. Can you say what the population was five years ago? No, I have not yet prepared any statistics on that head. I will furnish the Committee with an estimate of what the population ought to be according to the natural increase, and of what it is. Within the last fifty years it has decreased from what it ought to be according to the natural increase.
630. Do you know what the population was fifty years ago? I do not know exactly now.
631. On what do you ground your opinion that the population has decreased within the last fifty years? Because there are not the number of persons in the neighbourhood that were born there. I can tell you for a fact that fifty-three persons were baptised fifteen or sixteen years ago, and when the reverend gentleman who is minister of the parish wanted to hold a confirmation he could not get a sufficient number, and when the Bishop inquired the reason why, he said the people had left the neighbourhood. I know for a fact, that persons after they are reared there have to go to other places to seek a livelihood. No less than five young men left within the last few weeks.
632. Are you aware that a confirmation is about to take place immediately—to-day? I do not know whether it is to-day or not; but I believe even this time the minister had great difficulty in getting a sufficient number.
633. When was the time you refer to when he could not get a sufficient number? The last confirmation.
634. When was that? Some years ago.
635. *By Mr. Piddington*: Will you explain what you mean by saying that the population at the present time in the Ryde district is not so great as it was fifty years ago? I did not say that. What I say is this: that though the population is greater than it was fifty years ago, it is not what it ought to be according to the number of persons who have been born in the neighbourhood during that period.
636. Taking into consideration the natural increase by births, the existing population has not increased in the same proportion as it has in other parts of the Colony? No.
637. *By the Chairman*: I should like to learn from you what quantity of land there is in that neighbourhood, in the hands of private owners, which is unimproved? I cannot tell you that at present; but I shall be able to give the Committee the information at some future day.

TUESDAY, 14 JANUARY, 1862

Present:—

DR. LANG,	MR. SMART,
MR. LAYCOCK,	MR. STEWART,
MR. SUTHERLAND.	

ISAAC SHEPHERD, Esq., IN THE CHAIR.

Mr. J. K. Heydon appeared as Agent for Petitioner, J. Blaxland, Esq.

James Squire Farnell, Esq., again called in and further examined:—

- J. S. Farnell, Esq.
14 Jan., 1862.
638. *By the Chairman*: Have you any statistics of the Parish of Hunter's Hill, shewing the increase or decrease within the last twenty years? I have not.
639. You say you know the common lands in that neighbourhood better than the trustees? I believe I do much better than the trustees; perhaps much better than the majority of persons there—in fact I do not know any person who knows it better.
640. They may know it as well? They may, but very few know it as well.
641. What proof can you give? The only proof is that I have made it my business to examine it; I have been round the boundaries of it, and all through it; in fact, I have made it my business to examine it, to see whether it could be put to any better purpose than the present.
642. *By Mr. Smart*: That is, whether it would be better to sell the land for the purpose of building the bridges? No, I have looked at it in this way—whether it could not be put to better use, by being occupied by private individuals, than by lying a large waste as at present.
643. What do you mean by a better purpose? Whether it would not be better that the land should be employed for agricultural or horticultural purposes, and that which was not suited for these purposes, might not be set apart for buildings, manufactories, and so forth. I have, in this matter, looked a long way into futurity, for many years in advance.
644. *By the Chairman*: You say there is not sufficient hay grown there to supply the wants of the place? That is the case.
645. Is the greater portion of the located land under tillage in that neighbourhood? Will you explain what you mean by located lands; I do not understand the question?
646. *By Mr. Smart*: The question is a very simple one—"located land"—you surely know the meaning of that? I do not, in the way it is here used.
647. *By Mr. Heydon*: I did not exactly understand what you meant yesterday when you spoke about the quantity of common land that was good—you were asked some question about

about five-sixths or five-eighths, as mentioned in Mr. Langley's report, and you answered you thought two-thirds was good? Yes. J. S. Farnell, Esq.

648. Will you explain what quantity of common land is good land? Two-thirds. What I mean by good land is land fit for agriculture or horticulture.

14 Jan., 1862.

649. Are you aware of bad characters having settled on the common? I know there have been.

650. Have there been many? Yes, from time to time there have; it has extended as far back as I can recollect; that is, perhaps four or five and twenty years ago.

651. Have these bad characters been a nuisance to the neighbours? They have been a nuisance to the neighbourhood.

652. Have you seen the grant of this land to the commoners? Not the original; I have seen a copy.

653. An attested copy? I believe it was a correct copy.

654. Are you aware that under this grant there is a power of resumption reserved by the Government over these lands? I am.

655. For what purposes? The building of bridges or any other public purpose whatever.

[Mr. Heydon requested of the Chairman that the grant might be put in evidence. The Chairman replied that the grant was not in the possession of the Committee.]

656. Are you aware whether any of the land of the common is leased by the trustees to other persons? It is leased, portions of it.

657. Are you aware whether the trustees have granted licenses to cut wood? They have done so.

658. Do you consider that the leasing of land, or the granting of licenses to cut wood, is in accordance with the objects of a common? I believe it is not.

659. The district of the Field of Mars and Eastern Farms was settled very early in the history of the Colony? Yes; some of the first grants were issued for the Field of Mars and Eastern Farms.

660. What was the state of the common originally as to timber? As far back as my recollection there was plenty of good timber on the common; it was a forest of as good timber as is to be found in any part of the Colony; in fact it was noted for being productive of good timber, as Lane Cove is now, or as it was within the last few years.

661. What has become of the timber? It has all been cut away by different individuals, and sold in the Sydney market and elsewhere.

662. Sold away from the common? Sold away from the common.

663. In what state is the common now with respect to timber? There is very little timber on the common fit for building purposes, for sawing or splitting; in fact the only timber is at the north-west end, near Pennant Hills.

664. Is that being used by the commoners? A large quantity is being carted away at the present time, into Parramatta, where I know it is being used in fencing allotments recently sold in the Domain.

665. Would you consider that as being used for the purpose of the commoners? It is not; and I do not believe it is the intention of the Act. It is for the use of the commoners, for building on their farms and fencing in their own district.

666. Are you aware of the comparative acreage of the district of the Field of Mars and the Eastern Farms with the common? The common is not so large as the two districts; that is to say, the district of the Field of Mars and the parish of Hunter's Hill are perhaps about half as large again as the common. I speak now only roughly.

667. On a rough estimate, the comparative acreage is as one and a half to one? I dare say about that.

668. If the commoners use of their rights be apportioned in proportion to their holdings, a person having an acre and a half of land would be entitled to an acre of common?

[The Chairman objected to the question. Strangers were ordered to withdraw. The Committee deliberated. The parties were again called in.]

669. Are you aware for whose benefit commons have been granted in England?

[Mr. Smart objected to the question. Strangers were ordered to withdraw. The Committee deliberated. The parties were again called in.]

670. Is there a revenue derived from the common? There is a small one.

671. Is that any good to the commoners? None whatever.

672. Have the trustees of the common the power to assess rates on the commoners?

[Mr. Smart objected to the question. Strangers were ordered to withdraw.]

1861.

Legislative Assembly.
NEW SOUTH WALES.

PLEURO-PNEUMONIA.
(PROCLAMATIONS RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 19 November, 1861.

PROCLAMATION.

By His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Knight Commander of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Administrator of the Government of New South Wales and its Dependencies.

WHEREAS by an Act passed in the present Session of Parliament, intituled, "*An Act to regulate the importation of Cattle, for the purpose of preventing the introduction of contagious or infectious disorders, and to prevent the propagation thereof in the Colony,*" it is amongst other things enacted, that it shall be lawful for the Governor, with the advice of the Executive Council, by Proclamation, to prohibit the importation or introduction into the Colony, or into any Port thereof, from any specified place, and for any specified time, of any horned cattle, and to authorize the destruction of any such cattle as may be introduced contrary to such prohibition: And whereas the disease known or described as Pleuro-pneumonia has appeared amongst horned cattle in certain parts of the neighbouring Colony of Victoria, and it is necessary to take measures to prevent the introduction into this Colony of the said disease: Now, therefore, I, SIR JOHN YOUNG, Baronet, the Governor aforesaid, with the advice of the Executive Council, do, by this my Proclamation, prohibit the importation or introduction into this Colony, or into any Port thereof, of any horned cattle whatsoever from the Colony of Victoria, or from any part thereof, for and during the full term of three calendar months, to be computed from the date of this Proclamation: And I do further notify and proclaim that, in pursuance of the provisions of the said Act, all horned cattle imported into the Colony contrary to this Proclamation, may be seized, and shall be forfeited in like manner as any contraband goods liable to be seized and forfeited under any law relating to the Customs; and every person concerned in importing or introducing, or in attempting to import or introduce any cattle, in violation of this Proclamation, will, for every such offence, upon conviction thereof, be liable to a fine not exceeding Fifty Pounds, and not less than Ten Pounds, to be recovered as in the said Act is provided.

Given under my Hand and Seal, at Government House, Sydney, this thirtieth day of April, in the year of Our Lord one thousand eight hundred and sixty-one, and in the twenty-fourth year of Her Majesty's Reign.

(L.S.) JOHN YOUNG.

By His Excellency's Command,
JOHN ROBERTSON.

GOD SAVE THE QUEEN!

PROCLAMATION.

By His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Knight Commander of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Captain General and Governor-in-Chief of the Colony of New South Wales, and Vice-Admiral of the same.*

WHEREAS by an Act passed in the last Session of Parliament, intituled, "*An Act to regulate the importation of Cattle, for the purpose of preventing the introduction of contagious or infectious disorders, and to prevent the propagation thereof in the Colony,*" it is amongst other things enacted, that it shall be lawful for the Governor, with the advice of the Executive Council, by Proclamation, to prohibit the importation or introduction into the Colony, or into any Port thereof, from any specified place, and for any specified time, of any horned cattle, and to authorize the destruction of any such cattle as may be introduced

contrary to such prohibition: And whereas the disease known or described as Pleuro-pneumonia has appeared amongst horned cattle in certain parts of the neighbouring Colony of Victoria, and it is necessary to take measures to prevent the introduction into this Colony of the said disease: Now, therefore, I, SIR JOHN YOUNG, Baronet, the Governor aforesaid, with the advice of the Executive Council, do, by this my Proclamation, prohibit the importation or introduction into this Colony, or into any Port thereof, of any horned cattle whatsoever, from the Colony of Victoria, or from any part thereof, for and during the full term of three calendar months, to be computed from the date of this Proclamation: And I do further notify and proclaim that, in pursuance of the provisions of the said Act, all horned cattle imported into the Colony, contrary to this Proclamation, may be seized, and shall be forfeited in like manner as any contraband goods liable to be seized and forfeited under any law relating to the Customs; and every person concerned in importing or introducing, or in attempting to import or introduce any cattle, in violation of this Proclamation, will for every such offence, upon conviction thereof, be liable to a fine not exceeding Fifty Pounds, and not less than Ten Pounds, to be recovered as in the said Act is provided.

Given under my Hand and Seal, at Government House, Sydney, this second day of August, in the year of Our Lord one thousand eight hundred and sixty-one, and in the twenty-fifth year of Her Majesty's Reign.

(L.S.) JOHN YOUNG.

By His Excellency's Command,
JOHN ROBERTSON.

GOD SAVE THE QUEEN!

PROCLAMATION.

By His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Knight Commander of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Captain General and Governor-in-Chief of the Colony of New South Wales, and Vice-Admiral of the same.

WHEREAS by an Act passed in the last Session of Parliament, intituled, "*An Act to regulate the importation of Cattle, for the purpose of preventing the introduction of contagious or infectious disorders, and to prevent the propagation thereof in the Colony,*" it is amongst other things enacted, that it shall be lawful for the Governor, with the advice of the Executive Council, by Proclamation, to prohibit the importation or introduction into the Colony, or into any Port thereof, from any specified place, and for any specified time, of any horned cattle, and to authorize the destruction of any such cattle as may be introduced contrary to such prohibition: And whereas the disease known or described as Pleuro-pneumonia has appeared amongst horned cattle in certain parts of the neighbouring Colony of Victoria, and it is necessary to take measures to prevent the introduction into this Colony of the said disease: Now, therefore, I, SIR JOHN YOUNG, Baronet, the Governor aforesaid, with the advice of the Executive Council, do, by this my Proclamation, prohibit the importation or introduction into this Colony, or into any Port thereof, of any horned cattle whatsoever, from the Colony of Victoria, or from any part thereof, for and during the full term of six calendar months, to be computed from the date of this Proclamation: And I do further notify and proclaim that, in pursuance of the provisions of the said Act, all horned cattle imported into the Colony, contrary to this Proclamation, may be seized, and shall be forfeited in like manner as any contraband goods liable to be seized and forfeited under any law relating to the Customs; and every person concerned in importing or introducing, or in attempting to import or introduce any cattle, in violation of this Proclamation, will, for every such offence, upon conviction thereof, be liable to a fine not exceeding Fifty Pounds, and not less than Ten Pounds, to be recovered as in the said Act is provided.

Given under my Hand and Seal, at Government House, Sydney, this first day of November, in the year of Our Lord one thousand eight hundred and sixty-one, and in the twenty-fifth year of Her Majesty's Reign.

(L.S.) JOHN YOUNG.

By His Excellency's Command,
JOHN ROBERTSON.

GOD SAVE THE QUEEN!

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

PLEURO-PNEUMONIA.

(FURTHER PROCLAMATIONS RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 7 January, 1862.

PROCLAMATION.

By His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Knight Commander of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Captain General and Governor-in-Chief of the Colony of New South Wales, and Vice-Admiral of the same.

WHEREAS by an Act passed in the twenty-fourth year of Her Majesty's Reign, intituled, "*An Act to regulate the Importation of Cattle, for the purpose of preventing the introduction of contagious or infectious disorders, and to prevent the propagation thereof in the Colony,*" it is amongst other things enacted, that it shall be lawful for the Governor, with the advice of the Executive Council, by Proclamation, to make such Regulations respecting any horned cattle, as may be deemed necessary for preventing the introduction or propagation of any contagious or infectious disorders, whether by submitting such cattle to any specified system of Quarantine, or by the destruction of any such cattle found or suspected to be infected: Now, therefore, I, the Right Honorable SIR JOHN YOUNG, Baronet, the Governor aforesaid, with the advice of the Executive Council, do, by this Proclamation, make the following Regulations, viz. :—

1. The Minister for Lands shall have authority to appoint such and so many proper persons as to him shall seem fit, to be Cattle Inspectors, or Assistants to such Inspectors; and all Inspectors so appointed, and their Assistants, shall have power to enter upon any land or any run for the purpose of examining the horned cattle thereon, and, subject to the instruction of the Minister for Lands, to slaughter and destroy any horned cattle found to be, or suspected to be infected with the disease known as Pleuro-pneumonia.

2. The owner of any land or the licensee of any runs shall be at liberty, by himself or his servants, or assistants, to slay and destroy any horned cattle found, or suspected to be, infected with Pleuro-pneumonia, which may stray or be driven on to his land or run, from any land or run placed under Quarantine by the Governor and Executive Council, during the continuance of such Quarantine.

Given under my Hand and Seal, at Government House, Sydney, this twenty-fourth day of December, in the year of Our Lord one thousand eight hundred and sixty-one, and in the twenty-fifth year of Her Majesty's Reign.

(L.S.) JOHN YOUNG.

By His Excellency's Command,
JOHN ROBERTSON.

GOD SAVE THE QUEEN!

PROCLAMATION.

By His Excellency the Right Honorable SIR JOHN YOUNG, Baronet, Knight Commander of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Captain General and Governor-in-Chief of the Colony of New South Wales, and Vice-Admiral of the same.

IN pursuance of the power vested in the Governor, with the advice of the Executive Council, by the "*Cattle Disease Prevention Act of 1861*," and in furtherance of the Regulations issued under the said Act, and bearing even date herewith, I, the Right Honorable SIR JOHN YOUNG, Baronet, the Governor aforesaid, with the advice of the Executive Council, do, by this my Proclamation, declare the following Lands or Runs to be in Quarantine, within the meaning and for the purposes of the said Act, viz. :—

Albury Reserve,	Copabella,
Mungabarino,	Jinjellick,
Bowna Reserve,	Mungoplar,
Mullengandra Reserve, &c.,	Ten Mile Creek (Bardwell's),
Woomargania Reserve,	Mullengandra,
Germantown or Ten Mile Creek Reserve,	Mountain Creek,
Merrybundinyah (White's),	Ten Mile Creek (Purtell and Dalton's),
Yarra Yarra,	Carobost,
Ten Mile Creek (Bowler's),	Billy Bong,
Dora Dora,	Cookendina,
Wagra,	Jerry Jerry,
Carabobola,	Pulitop,
Clarendon or Billy Bong Reserve,	Little Billy Bong,
Yarrara,	Sandy Creek,
Little Billy Bong Reserve,	Cumberoona,
Mungoplar Reserve,	Tabletop,
Wagga Wagga,	North Gunningbill,
Wagga Wagga Township and Reserve,	Kyamba,
Four Mile Creek,	Woomargania.

Given under my Hand and Seal, at Government House, Sydney, this twenty-fourth day of December, in the year of Our Lord one thousand eight hundred and sixty-one, and in the twenty-fifth year of Her Majesty's Reign.

(L.S.) JOHN YOUNG.

By His Excellency's Command,
JOHN ROBERTSON.

GOD SAVE THE QUEEN !

1861.

Legislative Assembly.
NEW SOUTH WALES.

PLEURO-PNEUMONIA.

(CORRESPONDENCE.)

Ordered by the Legislative Assembly to be Printed, 5 December, 1861.

No. 1.

PLEURO-PNEUMONIA COMMISSIONERS to SECRETARY FOR LANDS.

*Ten Mile Creek,
30 November, 1861.*

SIR,

In obedience to your instructions, we have the honor to inform you that Mr. Garland and Mr. Pottic arrived here last night, and, accompanied by Mr. Bruce, visited the Yarra Yarra Station this morning.

We regret to state that Pleuro-pneumonia has existed here in a virulent form, and that the Messrs. M'Laurin have already slaughtered five thousand head (5,000) of cattle. Mr. Pottic made a minute inspection of a number of lungs in various states of disease, and his report is herewith enclosed. In the course of the afternoon Messrs. Day and Meyer arrived, and we proceeded at once to consider the various questions connected with the very important duties we had to discharge.

The decisions at which we arrived on the several subjects to which your instructions directed our attention, will be gathered from the three resolutions which we have the honor to enclose, and which were passed and entered on the minutes of our proceedings. We have not had time fully to discuss and decide upon the mode of compensation; but will take the earliest opportunity of coming to a conclusion upon this subject, which we will immediately transmit.

With reference to our recommendation to prevent horned cattle being removed from the Murrumbidgee Pastoral District to any other portion of the Colony of New South Wales, we beg to state that we have been induced to offer this suggestion, in consequence of having reason to believe that the infected district, now under quarantine, does not include anything approaching to the extent of diseased country; and until, by further inspection, we can ascertain its limits, we think it prudent to take every precaution. At the same time, we do not consider that such a restriction will be productive of much hardship to the district, inasmuch as it will apply to a country almost wholly in connection with the Victorian markets, and will in no way interfere with taking fat stock there; while, on the other hand, it will not operate against the introduction of sound stock from the Northern Districts. The only injury that can be sustained will arise from the inability to send fat stock from the district to the Lachlan Gold Fields.

The other two resolutions will of course be subject to modifications, as our information becomes more complete.

We have forwarded a telegram to-day, embodying the substance of this letter.

So far as we are at present advised, we do not know that the disease has extended further.

To-morrow we are about to proceed on a tour of inspection, and will lose no opportunity of communicating the result to you.

We have, &c.,

JAS. GARLAND.

GEORGE DAY.

S. A. MEYER.

ALEXR. BRUCE.

[Enclosure 1 in No. 1.]

Ten Mile Creek,
30 November, 1861.

Sir,

In obedience to your instructions, I furnish, as an Appendix to the Board of Commissioners' Report for inquiring into the history, nature, and causes of that disease said to exist among the cattle of this district, termed Pleuro-pneumonia, I have the honor to transmit a brief notice of such facts as came under my observation.

The history of the introduction of the disease remains as yet a mystery; various and vague reports are current in this district, and the Messrs. M'Laurin are not prepared to say how it was introduced into their herd.

With regard to the nature of Pleuro-pneumonia here prevalent, it much resembles the same disease which for the last twenty years has ravaged the stock of Great Britain. The symptoms are generally of a typhoid character, and thus the disease escapes notice until it has advanced beyond the reach of cure. Evidently the contagious or spreading nature of the disease is just as virulent here as elsewhere; for, on examination, I found nearly all of Mr. M'Laurin's herd exhibiting the external symptoms of Pleuro-pneumonia.

I at once commenced post mortem examinations, and had twenty cattle killed for that purpose. The following is an outline of what appeared:—

A cow six years old:—Abdominal parietics and peritoncum good, but symptoms of diarrhœa present within the intestinal canal, with derangement of fourth stomach; chest appearances very bad; left lung studded with congestive spots, and the bronchial tubes within much inflamed; right lung firmly adhering through its pleura to the diaphragm and pleura costales, with effusion of lymph matter and blood. The lung, after being taken from the chest, felt tremendously heavy, and upon cutting into its substance, found it perfectly hepatized, and exhibiting the marble appearance so conclusive in this disease. The inflammation had also extended up the trachea, involving the larynx and pharynx.

The others exhibited similar symptoms in a minor degree.

I have, &c.,
JOHN POTTIE,
Vet. Surgeon.The Honorable the Secretary for Lands,
Sydney.

[Enclosure 2 in No. 1.]

RESOLUTIONS passed by Board of Commissioners on Pleuro-pneumonia, at Ten Mile Creek, on
30th November, 1861.

RESOLVED:—

That the country comprehended in that portion of the Colony of New South Wales known as the Pastoral District of Murrumbidgee, exclusive of that portion of the said District lying east of the watershed of the Tumut River, be temporarily proclaimed as a district from which no horned cattle of any description shall pass into any other portion of New South Wales.

That the runs already proclaimed by the Inspector as infected shall remain under quarantine, and be subject to all the restrictions and disabilities now in force, or hereafter to be imposed, respecting such runs.

That in the meantime six stockmen be appointed as boundary keepers, to guard the runs immediately beyond the land under quarantine, or such greater number as an extended boundary may require, with power to prevent all cattle from passing such boundary from infected runs, and to destroy such cattle so passing over as the Inspector shall indicate, with the approbation of the Board.

No. 2.

Copy of Telegram from Pleuro-pneumonia Commissioners, relative to compensation to be granted for destruction of Cattle.

We find difficulty with present data in arriving at conclusion on mode of compensation. Is it urgent, or can we defer till inspection is more complete?

4th December, 1861.

No. 3.

Copy of Telegram to Pleuro-pneumonia Commissioners, in reply to Letter of 30th November, 1861, and Telegram of 4th December, 1861.

The Secretary for Lands has approved of the Resolutions of the Board, enclosed with your letter of the 30th ultimo.

With regard to the question of compensation, the Government desire a careful and well-considered recommendation on this point, and Mr. Secretary Robertson does not think it will be proper to press the matter at the expense of these considerations. In the meantime the question will be considered an open one.

5th December, 1861.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

MRS. ANNE GREENE.

(PLEURO-PNEUMONIA.)

Ordered by the Legislative Assembly to be Printed, 20 January, 1862.

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

The humble Petition of Anne Greene, of Billabong, in the Colony of New South Wales, widow,—

SHEWETH :—

- 1st. That your Memorialist is the proprietor of the Billabong Station.
- 2nd. That your Memorialist had, in the month of September, 1861, made arrangements for the sale of five hundred fat cattle, to have been delivered within the months of October and November then following, at the rate of £5 for bullocks and £4 for cows.
- 3rd. That Mr. A. Bruce, the Cattle Inspector of the said Colony, did, on the 21st day of October, prevent your Memorialist delivering the first draft of one hundred fat cattle, on the ground that one steer was affected with Pleuro-pneumonia; said steer not being the property of your Memorialist, and not having been found on your Memorialist's run. (The steer in question was the property of Mr. Purtell, and was found on Mr. Bardwell's run, one mile from the boundary of your Memorialist's run.)
- 4th. That your Memorialist's cattle having without proper cause been placed under quarantine, your Memorialist, in the hope of such quarantine being removed, has caused inquiries to be made with the view of disposing of the fat cattle before mentioned, and she finds that an inevitable loss of £3 and £2 respectively (for bullocks and cows) per head must result from the prohibition before mentioned.
- 5th. That your Memorialist had made an agreement with a dairyman to supply him with 250 dairy cows, at a rent of £50 for the year 1861, and £100 per annum for the two following years; and that said tenant expended in consequence of said agreement £250, in the erection of suitable premises for carrying on his business, said premises having been erected on Government land.
- 6th. That on the 23rd day of October, the Inspector, Mr. A. Bruce, did interfere with the arrangement between your Memorialist and her tenant, by ordering the dairying of the cattle to be discontinued.
- 7th. That in consequence of what has already been stated, your Memorialist's tenant cannot exercise his occupation of a dairyman, and therefore will be free from his engagement to pay the said rent; and also has given notice of action against your Memorialist for the amount he has unprofitably expended, together with amount of profit which he expected to make from the exercise of his occupation aforesaid.
- 8th. That your Memorialist therefore suffers real inconvenience, having engagements to meet, and loss on the sale of fat cattle to the extent of £1,250; also loss of rent from the tenant, £250; and loss on the improved value of the cattle from being dairied; and that also she will have to pay her tenant compensation for his loss of money expended, £250, and his loss of time and profit, £250.
- 9th. That your Memorialist submits the foregoing case to your Honorable House, and respectfully prays that your Honorable House will cause full justice to be done in the matter; and your Petitioner, as in duty bound, will ever pray.

ANNE GREENE,
Per RANDON F. GREEN.

To loss on 250 bullocks sold at £5, and 250 cows at £4, for which only an average of £2 can now be obtained	£1,250
To loss of Rent from Dairy	250
To claim of Dairyman for money expended on premises	250
To claim of same for loss of time and profit	250
	<hr/>
	£2,000
	<hr/>

Woodlands, 9 January, 1862.

1861.

Legislative Assembly.

NEW SOUTH WALES.

INVENTIONS AND IMPROVEMENTS IN RAILWAYS AND TRAMWAYS.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 17 October, 1861.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 1 October, 1861, That there be laid upon the Table of this House,—

“ (1.) A Copy of all the Correspondence which has taken place between the Secretary for Public Works and Mr. Edward Bell, Civil Engineer, relative to his Inventions and Improvements in Railways and Tramways.

“ (2.) Also, a Copy of the Reports (if any) of the Engineer-in-Chief for Railways, upon the same.”

(*Mr. Wilson.*)

SCHEDULE.

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INVENTIONS AND IMPROVEMENTS IN RAILWAYS AND TRAMWAYS.

No. 1.

E. BELL, ESQ., to SECRETARY FOR PUBLIC WORKS.

Sydney, 6 February, 1861.

SIR,

I have the honor to call the attention of the Government to my two Inventions for Improvements in Railways and Tramways, for which Letters of Registration for the Colony have recently been granted to me, for the respective terms of fourteen years.

I am desirous of placing these inventions at the service of the Government of this Colony, upon very advantageous terms to the public, looking more for my eventual remuneration to the adoption of them by other Colonies, after they shall have been successfully used here.

I feel confident that the adoption of my improvement will save them from £6,000 to £8,000 a mile upon the present estimated cost of Railways in this Colony; and shall be happy to be afforded an opportunity of opening a negotiation with the Government on the subject.

I have, &c.,

EDWARD BELL,
Civil Engineer.

Mr. Whitton, for report. W. M. A.
8/2/61.
Mr. Whitton accordingly. B. C., 16/2/61.
J. R.

No. 2.

E. BELL, ESQ., to SECRETARY FOR PUBLIC WORKS.

Sydney, 14 February, 1861

SIR,

I have been favored by the Committee of the Sydney School of Arts with the use of a large room in that building, to exhibit Models illustrative of my Inventions and Improvements in Railways to Members of both Houses of Parliament, prior to the opening of the forthcoming Industrial Exhibition.

They will be on view on Tuesday and Wednesday, the 19th and 20th instant, at 11 a.m., when I shall be present to explain their operation.

The honor of your attendance is respectfully requested.

I have, &c.,

EDWARD BELL,
Civil Engineer.

No. 3.

REPORT of Engineer-in-Chief for Railways.

MR. BELL'S patent is yet untried; the model which he has had made affords no evidence of what might be the power of a properly constructed machine, as it is mechanically most faulty. I presume there can be no objection to Mr. Bell "opening a negotiation" with the Government; but I cannot recommend that any expenditure of public money be incurred for the purpose of trying Mr. Bell's scheme, as I am thoroughly satisfied that it is very inferior to the ordinary railway, both with regard to the permanent way and the engine, and that an ordinary locomotive will accomplish everything that can be done by Mr. Bell's engine.

J. W.
19/2/61.

Seen. Acknowledge. Any proposals made by Mr. Bell will receive the attention of Government.

W. M. A.
28/2/61.

No. 4.

No. 4.

UNDER SECRETARY FOR PUBLIC WORKS to E. BELL, ESQ.

*Department of Public Works,
Sydney, 2 March, 1861.*

SIR,

In reference to your letter of the 6th ultimo, requesting to be afforded an opportunity of opening a negotiation with the Government on the subject of your invention for improvement in Railways and Tramways, I am directed by the Secretary for Public Works to inform you that any proposals made by you in this matter will receive the attention of the Government.

I have, &c.,

JOHN RAE.

No. 5.

E. BELL, ESQ., to SECRETARY FOR PUBLIC WORKS.

Sydney, 8 March, 1861.

SIR,

I have the honor to acknowledge the receipt, on the 4th instant, of your letter of the 2nd, in answer to mine of the 6th ultimo, and I now do myself the honor to submit to your notice the following proposals.

Before doing so, I would remark that there are two points upon which the Government may fairly require proof to satisfy themselves of the advantage of my plan of Railway, &c., before adopting it as a system throughout the Colony; first, the practicability of ascending and descending severe gradients by means of locomotive engines with safety; second, the effect produced upon the wooden ways and wheels by working upon my plan.

The first problem, in which the economy of construction is concerned, could be very readily solved; the second, in which the economy of working and the durability of the line is involved, would require constant traffic for (say) 12 months, to shew anything from which a proper deduction could be drawn. I would therefore respectfully propose to construct a line of 8 or 10 miles in length through a fair average country, reasonably contiguous to a supply of suitable timber, and between two places through which a line is likely to pass; the traffic between which would give a good working trial of the railway and engines, and at the same time defray the expense of running the trains. On such a line, it would be easy to provide the means of testing the first point I have mentioned. The Government may, by this method, test the system thoroughly, it could incur no risk of loss to the country, because in the event, after the trial, of my system not being approved, the line would be available for horse traction.

I would submit that such a line should form a branch, or be a continuation of some one of the existing lines, that the carriages running upon them might be used for through traffic upon both, and thereby subject my proposed line to a more severe test.

I consider that gradients of one in twelve may easily be overcome and worked to advantage under my system. I propose to introduce such gradients in the experimental line when necessary, and, if I shew their successful working, I shall demonstrate that cuttings and tunnels may be dispensed with in Railway works throughout the Colony. Should gradients of one in seven be found necessary to avoid these heavy and expensive works, I have no hesitation in saying they may be overcome and worked successfully under my system, so likewise curves of two or three chains radius.

I estimate that such a fair average line of Railway may be constructed, and two Engines made in this Colony and put to work upon it, within twelve months from the commencement, at a cost not exceeding twenty-five thousand pounds (£25,000). I mention the distance of 8 or 10 miles in reference to the trial line, but it would be practicable to construct ten times that length in the same period, at a similar cost *pro rata*; it being understood, that it exclude the crossing of large rivers, deep ravines or gullies, and precipitous country, from this estimate.

As the success of the trial must mainly depend on my own personal exertion, skill, and management, I would submit that the entire superintendence and direction of the works, and people employed on them (excepting money receivers), must necessarily be confided to me during the construction of the works and the term of the trial; in fact, from their commencement to the period of their approval or otherwise.

The experiment to extend over one year from the time the line and engines are declared by me to be in working order. Nothing to be paid for the use of the invention during that time, unless the system is successful. If it be successful, I am to be paid one shilling per train mile run for the last (6) six months of the trial year, for the use of the invention; and, for all future train miles run on my system upon any line, one shilling per train mile run—it being understood that, if the patent be used upon any part of a line, the
mileage

4 INVENTIONS AND IMPROVEMENTS IN RAILWAYS AND TRAMWAYS.

mileage is to be paid upon the whole length that the trains run, as if the patent were employed the whole distance (existing lines excepted, unless the patent be used upon them).

I respectfully submit these propositions as the basis of a negotiation, and I shall be quite willing to discuss any modification which may be suggested on the part of the Government.

I have, &c.,
EDWARD BELL,
Civil Engineer,
M. Inst. C. E.

Mr. Whitton is requested to report on this proposal. W. M. A.
14/3/61.
Mr. Whitton accordingly. B. C., 15/3/61.
J. R.

No. 6.

REPORT of Engineer-in-Chief for Railways.

MR. BELL proposes that the Government should furnish him with £25,000, to construct 8 or 10 miles of railway and build two engines; it being understood that "the crossing of large rivers, deep ravines or gullies, and precipitous country, is excluded from this estimate."

It requires no consideration to see that the above estimate is a mere guess; Mr. Bell having no objection to pledge himself to construct 10 miles for the same amount as 8 miles, carefully excluding all works which make railways in this country expensive. It is quite probable that one bridge on the 8 miles, or 10 miles, proposed to be constructed, would cost from £20,000 to £40,000, or even £60,000, yet no provision is made for such contingencies. In fact, Mr. Bell's estimate is simply for a way of a very temporary character (without works), and for a little more money a good permanent way might be constructed.

Mr. Bell states, that under his system gradients of 1 in 12 "may be easily overcome and worked to advantage." I know that such gradients never have been "easily overcome" or "worked to advantage," and they never will be by Mr. Bell's process. A locomotive engine with iron driving wheels, and working on iron rails, can be made to work gradients of 1 in 12; but the work done would be so costly, that it would be less expensive to increase the cost of construction and improve the gradient. Any gradient worse than 1 in 40 is a bad gradient, and should never be used if practicable to avoid it; almost any expense in works is preferable to such gradients. Circumstances will no doubt arise, where gradients of 1 in 30, or even worse, must be used, but these are difficulties which should not be made to avoid ordinary works.

I am not certain that I understand Mr. Bell's proposal with reference to the remuneration to be paid to him for his "personal exertion, skill, and management;" but if I read his offer correctly, Mr. Bell would have to be paid about £9,000 per annum for mileage on the Southern Line, assuming that his patent should be laid down between Campbelltown and Camden. I may here state that Mr. Bell proposes to increase the tractive power of an engine by using wooden rails and wooden driving-wheels, and by having engines of less weight than those now in use on the existing lines. This is really the sole merit Mr. Bell claims for his patent. Now, it must be self-evident that the tractive power of an engine depends not entirely upon increased adhesion, *but upon power combined with adhesion*; and assuming that more adhesion is attained by using wood against wood than by the use of iron against iron, this assumed advantage is thrown away by decreasing the weight holding the two bodies in contact. It is probably not necessary to say more on this subject than that, in my opinion, Mr. Bell's model is mechanically defective, and if ever his scheme be tried it will turn out a failure.

J. W.
10/5/61.

Seen. Inform. W. M. A.
1/6/61.

No. 7.

UNDER SECRETARY FOR PUBLIC WORKS to E. BELL, Esq.

*Department of Public Works,
Sydney, 12 June, 1861.*

SIR,

In reference to your letter of the 8th March last, submitting to the Government certain proposals for testing your "Inventions and Improvements in Railways," I am directed to inform you, that under a Report received from the Engineer-in-Chief for Railways, the Secretary for Public Works does not feel justified in recommending to the Government any expenditure for testing the merits of your inventions.

I have, &c.,
JOHN RAE.

No. 8.

INVENTIONS AND IMPROVEMENTS IN RAILWAYS AND TRAMWAYS. 5

No. 8.

E. BELL, ESQ., to SECRETARY FOR PUBLIC WORKS.

Sydney, 26 June, 1861.

SIR,

In reference to your communication of the 12th instant, acknowledging mine of the 8th March last, and informing me that, under a Report received from the Engineer-in-Chief for Railways, you do not feel justified in "recommending to the Government any expenditure for testing the merits of my invention,"—may I respectfully ask the favor of a copy of the Report of the Engineer-in-Chief for Railways upon the subject, to which you allude in your communication to me.

I have, &c.,

EDWARD BELL,
Civil Engineer.

I regret that Mr. Bell's request cannot be complied with. It is not customary, and would lead to great inconvenience if reports of this kind were furnished to persons applying for them.

So inform.

W. M. A.

2/7/61.

No. 9.

UNDER SECRETARY FOR PUBLIC WORKS to E. BELL, ESQ.

*Department of Public Works,
Sydney, 5 July, 1861.*

SIR,

In acknowledging the receipt of your letter of the 26th ultimo, applying for a copy of the Report of the Engineer-in-Chief for Railways, relative to your inventions for improvements in Railways and Tramways, I am directed by the Secretary for Public Works to inform you, that it is not customary to furnish copies of reports of this nature to persons applying for them, as a compliance with such requests would lead to much inconvenience.

I have, &c.,

JOHN RAE.

1861.

—
Legislative Assembly.
 NEW SOUTH WALES.

—————
MR. HENRY SCOPE.
 (PLANS FOR RAILWAYS.)

—————
Ordered by the Legislative Assembly to be Printed, 14 November, 1861.
 —————

The Honorable the Speaker and Gentlemen of the Legislative Assembly, in Parliament assembled,—

GENTLEMEN :—

Your Petitioner humbly prays to be allowed to avail himself of the present opportunity of bringing before your Honorable House a set of Plans for Railways, to be worked either by steam power or horse traction, suitable for the Colony, as embracing all the elements necessary to effect a cheap and permanent mode of transit.

As I have had considerable experience in connection with George Stephenson and other scientific engineers, in the testing of the relative merits of the two systems, namely, steam power and horse traction, as a locomotive agent,—and the present crisis, which calls for more than ordinary effort to determine what are the best and cheapest means to adopt, in securing to this country an effective system of internal transit, has induced your humble servant offering his mite of practical knowledge towards so desirable an object.

And your Petitioner humbly prays that your Honorable House will take the matter into your serious consideration, at your earliest opportunity, and your humble servant will feel in duty bound to ever pray.

HENRY SCOPE.

*Riley-street, Surry Hills,
 November 4th, 1861.*

1861.

NEW SOUTH WALES.

OBSERVATORY, SYDNEY.

(FOURTH REPORT.)

Presented to both Houses of Parliament, by Command.

MINUTE of the Proceedings of the Observatory Board, at a Meeting held at the Observatory, on the 12th December, 1861.

Present:—

HIS EXCELLENCY THE GOVERNOR, in the Chair.
THE HONORABLE THE COLONIAL SECRETARY.
THE SURVEYOR GENERAL.

THE Board having inspected the Building and Instruments, the Astronomer's Annual Report was read.

The Board express their satisfaction at the state of the Establishment, and are glad to find that the new Telescope answers the expectations that had been formed of it.

The Board approve the proposed arrangement of work for the year 1862; also of the proposed magnetic survey of the Colony, and recommend that application be made to the Government for an annual grant of £100, for the purpose of carrying out such survey.

The Board recommend that the Minutes of their Proceedings, and a copy of the Astronomer's Report, be submitted to the Government, with a view to their being printed, and adjourn *sine die*.

FOURTH ANNUAL REPORT ON THE SYDNEY OBSERVATORY.

THIS Report will probably be considered the most satisfactory that has yet been submitted to the Observatory Board.

The Establishment is now complete in every respect.

The instruments, though inferior in some respects to those in the large national Observatories, are yet as good as could be expected, and however much I might desire an increase in the number of assistants, I could not ask for such an increase consistently with a due regard for the resources of the Colony.

The Observations made during the year 1860 have been fully reduced, and their results published and distributed amongst the principal Observatories.

The total number of Meridian Observations made and reduced during that period was 2,820, of which 2,507 were published; the remainder, which were employed for the determination of local mean time only, were omitted.

The exact determination of the Longitude of the Observatory may still be considered incomplete, the corrections to be applied to the Moon's places as given in the Nautical Almanac not having yet been communicated to me from the Greenwich Observatory.

In conjunction with Mr. Ellery, the Astronomer at Melbourne, I have determined by telegraphic signals, the difference between the Longitudes of the Williamstown and Sydney Observatories, which is 25 minutes 11.4 seconds.

The number of Meridian Observations during the present year is 2,100; this number is less than the number made in the corresponding period of 1860, owing to the interruption occasioned by the arrival of the new Equatorial Telescope; the time occupied by its adjustments and preparatory determinations; and by the Observations, experimental and otherwise, that have been made with it.

The reduction of the Observations of the current year is in a forward state, and the whole will be ready for the press some time in February next.

The Time Ball has been dropped accurately every day at one o'clock; the same attention having been paid to accuracy on Sundays as on other days. The limit of error in dropping the ball may be considered as not more than half a second.

The great Comet of 1861, known as Tebbutt's Comet, was observed a great number of times, with all possible accuracy; and the results reduced and forwarded to the Royal Astronomical Society.

Numerous Occultations of Fixed Stars have been observed with the new Equatorial, and Observations have been made with the same instrument of a few of Sir J. Herschell's Double Stars.

Transits of the Moon, and Moon-culminating Stars have been observed at every opportunity.

Considerable changes have taken place in the arrangement of the Meteorological Observatories. The Instruments at six of the Stations have been removed to the neighbouring Telegraph Stations, and placed under the care of the Station Masters. The results obtained at Brisbane and Rockhampton have been sent to this Observatory, and collated with those of New South Wales; this arrangement however terminates with the current year.

PERSONAL ESTABLISHMENT.

This remains the same as last year, with the exception of the changes in the Meteorological Observers, above mentioned. There are now only three paid Observers, namely, at Cooma, Armidale, and Casino.

BUILDINGS.

In my last Report, I mentioned that preparations had been made for the erection of a Meridian mark on the North Shore, and that a temporary mark had already been erected. My experience with the temporary mark convinced me that the proposed plan could not be satisfactorily carried out; I have therefore adopted a different arrangement, namely, to erect a Pillar on the south side of the Observatory, bearing a delicate mark, which, when viewed through a lens of long focus built into the wall, gives nearly the same advantages as a distant mark, without any of its disadvantages and difficulties. This plan has been carried out to my entire satisfaction.

The Piers which formerly carried the old Transit Telescope have been removed, and a single Pier substituted in their place, for the reception of one of the Magnetic Instruments.

LIBRARY.

The collection of Books has been increased by donations from various public Observatories, also by the removal of a number of Astronomical works from the Library of the Museum. A considerable number of duplicates of Astronomical and other works, which were of no value to the Observatory, have been transferred, with the approval of the Government, to the Library of the University. The sum annually voted for the purchase of books has been raised from £20 to £30, which appears to be sufficient for the purpose.

INSTRUMENTS.

The list of Instruments has received a most important increase, by the arrival of an excellent Telescope, equatorially mounted, manufactured for this Observatory by Merz and Son, of Munich. This is, I believe, the most powerful Instrument of the description in the Southern Hemisphere. The Telescope was mounted in June last. Several minor additions and improvements have been made, and the Instrument may now be regarded as complete in every respect.

A very good set of portable Magnetic Instruments has also been received, manufactured under the direction of the Kew Committee of the British Association for the advancement of Science. The old Equatorial Telescope has been mounted in one of the rooms on the eastern side of the building, for the purpose of observing such phenomena as may occur in that portion of the sky which is hidden from the new Telescope by the Time Ball Tower.

The Transit Circle is in constant use. In the course of the year an attempt has been made, with partial success, to grind the pivots into a more truly cylindrical form. An addition has also been made to this Instrument, consisting of a Chronographic Apparatus, lent by the Government of Victoria, similar in principle to the instruments used in recording Telegraphic messages. By means of this arrangement the seconds of the Transit Clock, and the instants of a star's transits across the wires of the Telescope, are recorded on the same fillet of paper. This apparatus is also connected by wires with a contact-piece in the Equatorial Room, by means of which the clock in that room can be exactly compared with the Transit Clock.

PROPOSED WORK FOR THE COMING YEAR.

In laying down a plan for future operations, it is necessary to consider, not what course will be most in accordance with my own tastes, or lead to the most showy results, but what will conduce most to the promotion of Astronomical Science. Bearing this in mind, and observing that the Star Catalogues are very defective as regards the portion of the celestial sphere included between 13° and 33° of south declination, I have thought it desirable to commence a systematic survey of that portion, dividing it into zones of 3° in breadth; in this way I shall be enabled to note the position of every star, up to the eighth magnitude inclusive. At the same time, the observation of the stars of Lacaille's Catalogue, within 10° North and South of the Zenith, will be carried on as before.

Transits of the Moon and Moon-culminating Stars; Occultations of Stars and Planets by the Moon; Eclipses of the Sun and Moon, and of Jupiter's Satellites, will be observed as often as they occur.

The re-observation of Sir J. Herschell's Catalogue of Southern Double Stars will be continued as opportunity shall offer. With regard to these Observations, it must be noticed that the atmosphere of Sydney is but seldom in a good state for observing double stars; and as there is but one observer it is impossible to keep night watches, so as to select the most favorable opportunities for such a work.

With the Magnetic Instruments I propose to determine periodically the different Magnetic elements at the Observatory. I have applied to the Government for permission to make the same determinations at numerous points in the Colony, partly with a view to the promotion of the science of Terrestrial Magnetism, and partly with, what many will consider the more important object, of determining accurately the Magnetic variation at different places. This operation should be repeated at intervals of some years, in order to determine the changes of variation which, as is well known, are constantly going on. This change at Sydney amounts to more than one minute annually, so that the boundary lines of an estate, surveyed at intervals of fifty years, would be found to differ by about a degree in direction.

The above programme of work for the coming year would of course afford ample occupation for more than one Observer. Indeed, in a public Observatory in which all the Observations and a considerable portion of the Computations fall to the lot of one Astronomer, his life must be a continual conflict between the desire to produce more extensive results and the limits imposed by the necessity of preserving his mental and physical powers unimpaired. The consciousness of having somewhat transgressed those limits, without altogether satisfying that desire, renders me anxious to secure the assistance of some competent amateur, to whom might be entrusted the more interesting class of Observations; that is to say, all Observations with the new Telescope, leaving me to carry on uninterruptedly the very monotonous but useful task of completing the Catalogue of the Stars of the Southern Hemisphere.

W. SCOTT,
Astronomer.

1861.

Legislative Assembly.

NEW SOUTH WALES.

FELIX SWAINSTON.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1861.

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

The humble Petition of Felix Swainston, Carrier, of Sutton Forest, Camden,—

MOST RESPECTFULLY SHEWETH:—

That your Petitioner, in his occupation as a Carrier, was proceeding from Sydney to Goulburn, loaded with merchandize and cases of spirits.

That your Petitioner arrived at Picton on the fourteenth day of March last, and finding the new bridge not opened, took every precaution, by hiring assistance, to cross the old one in safety; but owing to its dangerous and out of repair condition, your Petitioner was precipitated, together with the whole of the team, from the top to the bottom, being a perpendicular fall of twenty feet.

That your Petitioner's loss by this accident consists in having two horses killed, and a third rendered useless, the dray and harness broken, a portion of the property destroyed, and your Petitioner severely injured; and owing to it he is unable to obtain a living for himself, or support for his wife and children.

That the new bridge was opened the morning after your Petitioner's accident, it requiring only a few loads of earth to be laid at either end.

Your Petitioner submits that notice had been given by the contractor nearly three weeks previous, that the bridge was ready to be thrown open to the public; and that it was owing to the neglect of the Government, in not causing the entrances of the bridge to be completed, that this accident befel your Petitioner.

Your Petitioner most humbly prays that your Honorable House will take his case into your favourable consideration, and grant your Petitioner such relief as your Honorable House may deem fit to award, according to the foregoing circumstances.

And your Petitioner, as in duty bound, will ever pray.

FELIX SWAINSTON.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MR. FRANCIS FLANAGAN.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

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

The humble Petition of Francis Flanagan, of Prergoga Flat, in the County of Saint Vincent, in the Colony of New South Wales, Esquire,—

SHEWETH:—

That, on the twentieth of February, in the year one thousand eight hundred and twenty-six, your Petitioner (who was then residing in Ireland) addressed a letter to the Right Honorable Earl Bathurst, then Secretary of State for the Colonies, requesting information as to the terms on which persons, who intended settling in this Colony, could obtain grants of land, and your Petitioner received, in reply, a printed memorandum containing the same regulations as those set forth in the Government Order of fifth September, one thousand eight hundred and twenty-six, number thirty-five, enclosed in a letter, of which the following is a copy:—

*“ Colonial Office,
“ Downing-street, London.
“ 10th March, 1826.*

“ Sir, “ I am directed by Earl Bathurst to acquaint you, in reply to your letter of 20th ultimo, that “ the printed memorandum, which I enclose, will explain to you the conditions upon which persons are “ permitted to hold lands at New South Wales and Van Diemen’s Land; and if, under such circum- “ stances, you should think it advisable to proceed to either of those settlements with a view to “ agricultural objects, the Governor will, on your making the necessary application to him for that “ purpose, and provided he shall be satisfied of your possessing sufficient capital to enable you to fulfil “ those conditions, make to you a grant of land accordingly. I am directed further to acquaint you, “ that the general instructions with which the Governor has been furnished will render it unnecessary “ for you, on your proceeding to the Colony, to be provided with any other letter from the Colonial “ Department than this.

“ Mr. Francis Flanagan,
“ 20, Patrick-street, Cork.

“ I am, Sir,
“ Your most obedient servant,
“ R. H. HAY.”

That, on the faith of the above-mentioned letter, so received by him in reply to his said letter, and of the printed memorandum sent therewith, your Petitioner broke up his establishment in his native land, and, with his wife and family, emigrated to, and arrived in, this Colony in the year one thousand eight hundred and twenty-seven, bringing with him considerable capital.

That your Petitioner so emigrated to this Colony in the full expectation and belief that he would obtain all the benefits so as aforesaid held out to him with respect to grants from the Crown of lands in the Colony being made to him, and especially that he would be entitled, in the first instance, to a primary grant, and afterwards, on duly complying with all the Regulations in respect thereof, to a further or secondary grant.

That your Petitioner, having duly complied with the Regulations contained in the said Government Order of fifth September, one thousand eight hundred and twenty-six, obtained a primary grant from the Crown of two thousand five hundred and sixty acres of land in the County of Saint Vincent.

That your Petitioner, on receiving the necessary authority for that purpose, selected certain lands near Moogandoora Creek, but the authorities of the Colony objected to the water frontage comprised in such selection, and the same was subsequently altered (notwithstanding your Petitioner’s protests) so as to give your Petitioner much less water frontage, and to give him, in lieu thereof, land extending back four miles to, and including, a quantity of barren mountain ranges.

That your Petitioner, being so compelled to accept such last-mentioned land as his primary grant, took possession of the two thousand five hundred and sixty acres of land so allotted to him by the Government as aforesaid, and cleared, cultivated, and improved the same at an outlay of upwards of three thousand pounds, and he has resided thereon with his family ever since, being a period of upwards of thirty years; and he has, in every other respect, observed the conditions relative to such grants.

That, in one thousand eight hundred and thirty-seven, a Government Notice, dated the twenty-seventh day of June in that year, was issued to the effect that additional grants of land would be given to those persons who, having obtained primary grants under the Regulations hereinbefore referred to, should establish their claim to such additional grants; and that applications from persons, who, like your Petitioner, had then been seven years in possession of their primary grants, must be sent in on or before the thirty-first day of December then next.

That your Petitioner was, at that time, the south-easternmost settler in the Colony, and from the land on which he resided being at a distance from Sydney, and surrounded with almost impassable mountains and gullies, and all communication with Sydney, either by land or sea, being therefore limited, he did not receive any intimation of the notice last referred to, in time to comply literally therewith, within the period therein specified.

That your Petitioner was fully entitled, under the said last-mentioned Government Order, to have an additional grant of land from the Crown made to him, your Petitioner having, in all respects, performed the conditions so as to entitle himself to the said additional grant.

That your Petitioner, very shortly after the expiry of the said period specified in the said last-mentioned order, and in fact as soon as he was able, made application to the Government Authorities, in Sydney, for such additional grant, and offered the necessary proofs to establish his right thereto, but the said Authorities refused to entertain your Petitioner's said application, on the ground that he had not applied within the said period so prescribed as aforesaid.

That your Petitioner has subsequently made repeated appeals, both to the Authorities in the Colony and to the Colonial Office in England, but his said appeals have always been disregarded, on the alleged ground that his case had been decided by the Authorities in the Colony on his original application to those Authorities, although no such decision ever was made—except the refusal to entertain your Petitioner's application, on the ground that it had not been made within the period so prescribed as aforesaid.

That your Petitioner conceives he has been subjected to great injustice in being refused such additional grant on the mere technical objection of his not making his application within the time specified as aforesaid, especially under the circumstances herein set forth, which rendered it impracticable for him to make such application within that period; and your Petitioner trusts that your Honorable House will, in its wisdom, devise and adopt some means of affording redress to your Petitioner for the loss and injury he has sustained by the said additional grant not having been made to him.

Your Petitioner, therefore, humbly prays your Honorable House to take the case into consideration, and to adopt such measures, to afford your Petitioner relief in the premises, as to your Honorable House shall seem meet and just.

And your Petitioner will ever pray, &c.

FRANCIS FLANAGAN.

1861.

Legislative Assembly.
NEW SOUTH WALES.

MR. JOHN KIDD.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of John Kidd, late Landing-waiter in Her Majesty's Customs, at the Port of Sydney,—

RESPECTFULLY SHEWETH :—

That your Petitioner was, until a late period, employed in the Customs Department since the year 1839, with the exception of some time spent in a visit to England for the benefit of his health.

That, on the 14th May last, your Petitioner was taken very seriously ill, and remained so for a considerable period; that your Petitioner was then under the impression that his health was permanently impaired, and he therefore felt desirous of retiring from the service, and wrote a letter to this effect to the Collector of Customs, asking if he might, under the circumstances, be allowed to retire on a pension, to which letter he was informed, in reply, that his claim for a retiring allowance would be submitted to the Legislative Assembly.

On your Petitioner returning from the country where he had gone for the benefit of his health, he was informed that his claim for pension could not be allowed, in consequence of his not having served the time required by the Superannuation Act, by a less period than two days.

Your Petitioner, therefore, respectfully begs to lay before your Honorable House a statement of his services since he entered the Department in 1839 :—

Tidewaiter, from 11th October, 1840, to 5th July, 1841;

Locker, from 6th July, 1841, to 15th April, 1842;

Tidewaiter, from 16th April, 1842, to 13th September, 1848;

Distillery Clerk, from 19th July, 1851, to 7th September, 1852;

Coast-waiter, from 8th September, 1852, to 21st September, 1854;

Landing-waiter, from 22nd September, 1854, to 15th July, 1861;

From which it will be seen that your Petitioner has served upwards of fourteen years, during which time he filled the offices of Locker, Established Tide-waiter, Distillery Clerk, Coast-waiter, and Landing-waiter, without reckoning his service of six years as an Extra Tide-waiter.

Your Petitioner further desires to bring under the notice of your Honorable House, that on learning that it was not the intention of the Government to grant him a pension, he wrote to the Collector of Customs to say that he was willing to resume his duties as his health was somewhat improved, although when he applied to be allowed to retire he was in a state of health which his medical attendant thought would disable him from performing his duties as Landing-waiter.

Your Petitioner therefore humbly prays that your Honorable House will take his case into your consideration, and grant him such relief as may, in the opinion of your Honorable House, be deemed fit.

And your Petitioner will for ever pray.

JOHN KIDD.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

ROBERT EDGAR ADAMS.

(OF THE BARQUE "SHAH JEHAN.")

Ordered by the Legislative Assembly to be Printed, 17 January, 1862.

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

The humble Petition of Robert Edgar Adams, of the City of Sydney, Commander of the barque "Shah Jehan,"—

SHEWETH :—

That your Petitioner arrived in the Harbour of Port Jackson on the twenty-fourth day of October last, on a voyage from the Mauritius to Sydney aforesaid.

That, on leaving the Mauritius, your Petitioner shipped a crew of nineteen Lascars and five Europeans.

That, on the voyage from the Mauritius to Sydney aforesaid, five of the Lascar crew died from pre-existing disease, the exposure to the cold weather, and an accident to the fresh water tank, causing an admixture of salt water—the passage having been most boisterous.

That, a few days after your Petitioner's arrival, your Petitioner was maliciously charged, by four of his Lascar crew, with having feloniously caused the death of the five men who had died during the voyage.

That the preliminary investigation on the said charge occupied the attention of the Justices at the Water Police Office for several days.

That although your Petitioner's European crew and passengers, six in number, gave evidence disproving the whole of the evidence given by the four Lascars, the Justices committed your Petitioner for trial at the Central Criminal Court.

That your Petitioner was tried, on the second day of December last, before the Honorable Sir Alfred Stephen, Chief Justice, and a Jury of twelve persons, which trial resulted in a verdict of acquittal, the Jury not leaving the box, and His Honor expressing his entire concurrence with the verdict.

That your Petitioner's Lascar crew, on hearing the result of the verdict, became insubordinate, and deserted from your Petitioner's ship.

That your Petitioner preferred charges of desertion and insubordination against his said Lascar crew, and they were each sentenced to one month's imprisonment with hard labour.

That your Petitioner, although he could have been ready for sea sixteen days after his arrival here, was necessarily compelled to remain until the charge preferred against him was disposed of.

That, on the expiration of the sentences of his said Lascar crew, your Petitioner had them conveyed on board his said vessel, which was ready for sea.

That your Petitioner contemplated leaving the Port for Shanghai, with a cargo of coals, on the following morning.

That, on the first of January, the day on which the Lascar crew were placed on board, they became very insubordinate and mutinous, your Petitioner's serang being murdered by three of them, and your Petitioner attempted to be murdered by several others of the said Lascars.

That three of the Lascar crew are committed for trial for the murder of the serang, at the Central Criminal Court to be holden in February next.

That your Petitioner prosecuted the remainder of the crew, for assault with intent to murder him; four were committed for trial at the next Criminal Court.

That your Petitioner has suffered great pecuniary loss, and has been subjected to large sums of money for legal and other expenses, in defending himself on the said charges preferred against him as aforesaid.

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That

That although your Petitioner had ample means on his arrival to pay all necessary expenses attending his said vessel, he has, by reason of being compelled to keep his said ship in port, been reduced to complete want, his expenses on board his said vessel being about twelve pounds daily. That your Petitioner has a cargo of coal on board his said vessel for Shanghai, and had he been able to have sailed on the second instant, he would have saved the north-east monsoon, but in consequence of the delay of the ship he will have to experience a south-west monsoon, *id est*, a head wind to beat down the China Sea.

That your Petitioner is desirous of obtaining from the Government some pecuniary assistance, compensation, or allowance, by reason of his detention in Sydney to attend the Criminal Court and give evidence as a witness on behalf of the Crown, and with that view he hopes your Honorable House will take the premises into consideration.

Your Petitioner, therefore, most humbly and earnestly prays that your Honorable House will consider the foregoing facts, and that your Honorable House will grant your Petitioner such relief under the circumstances as he may be deemed entitled to.

And your Petitioner, as in duty bound, will ever pray, &c.

ROBT. E. ADAMS.



1861.

Legislative Assembly.

NEW SOUTH WALES.

FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER.
(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 17th September, 1861.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 7 June, 1860, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“Copies of all Correspondence between Charles Ledger, Esquire, and the Government, on the subject of the management and final disposal of the Government Flock of Alpacas, and the Claims of Mr. Ledger for losses sustained by him in the introduction of those animals.”

(*Mr. Parkes.*)

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FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER.

(In continuation of the Correspondence laid on the Table on the 19th October, 1859,
and ordered to be printed.)

No. 1.

SUPERINTENDENT OF ALPACAS to SECRETARY FOR LANDS.

Liverpool,
27 September, 1859.

SIR,

I herewith respectfully enclose three notes of disbursements, made by me for account of the Alpacas, &c., under my charge, shewing a balance of one hundred and five pounds nineteen shillings and sixpence (£105 19s. 6d.) in my favour, which amount I beg to request you will order to be placed to my credit.

I have, &c.,
C. LEDGER.

[Enclosure 1 in No. 1.]

NOTE OF DISBURSEMENTS for Artificial Food for the Alpacas, &c., by the undersigned.

May	7.—Thomas Malloy, 36 bushels barley, at 4s.	£7 4 0
June	1.—Thomas Ashcroft, 54 ditto ditto, at 3s.	8 2 0
	17.—Patrick Kelleher, a patch of green barley	5 0 0
July	4.—Ditto, ditto ditto	8 0 0
	4.—William Lackey, ditto ditto	5 0 0
	4.—Ditto, for use of paddock one month	10 0 0
	19.—Thomas Ashcroft, 20 sacks of barley	1 0 0
Aug.	9.—Charleston, a patch of green barley	3 15 0
	14.—Ditto, ditto ditto	1 5 0
	9.—William Lackey, use of paddock one month	10 0 0
Sept.	16.—Thomas Ashcroft, 20 sacks barley	1 0 0
		£60 6 0

Liverpool, 24 September, 1859.

C. LEDGER.

[Enclosure 2 in No. 1.]

NOTE OF DISBURSEMENTS, account of Alpacas, &c.

Allowance for self and Mr. Ortiz, from 6th July to 17th August, time occupied in journey to Maneroo and back, at the rate of 30s. each per diem—43 days	£129 0 0
Maintenance, &c., of horses previous to starting	15 10 0
	£144 10 0
Less received in advance, May 23rd	100 0 0
Balance	£44 10 0

Liverpool, 24 September, 1859.

C. LEDGER.

[Enclosure 3 in No. 1.]

NOTE OF DISBURSEMENTS, account of Alpacas, &c.

May 18.—Expenses to and from Parramatta to see the Domain, by order of Honorable the Secretary for Lands and Public Works	£0 10 6
June 6.—Expenses to and from Sydney	0 13 0
	£1 3 6

Liverpool, 24 September, 1859.

C. LEDGER.

No. 2.

REPORT of Auditor General.

(Expense of Food for Alpacas, &c., &c.)

MR. LEDGER has a monthly credit of £70 established in his favour, for the payment of his own salary, and the wages of his men, &c.; besides this, however, he received an advance on the 23rd May, of £100 to meet his travelling expenses. On the 6th September a credit in his favour for £106 was authorized, to pay for artificial food for these animals, which was intended apparently to pay the accounts (£105 19s. 6d.) detailed by Mr. Ledger. If so, the acquittances of the parties ought to be furnished to this office for adjustment.

B.C. Audit Office,
5 October, 1859.

W. C. MAYNE,
A. G.

No. 3.

No. 3.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 14 October, 1859.*

SIR,

In reference to your letter of the 27th ultimo, I am directed to inform you, that the Secretary to the Treasury has been requested to cause the sum of one hundred and five pounds nineteen shillings and sixpence, to be paid into your credit in the Joint Stock Bank; being the amount expended by you in the purchase of artificial food for those animals, and in travelling expenses in searching for pasturage for them.

I have, &c.,
MICHL. FITZPATRICK.

No. 4.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Liverpool,
8 October, 1859.*

SIR,

You are aware that for more than seven years I am separated from my family, and also that during said period I lost my wife, under circumstances that compelled me, as a British subject, to apply to Her Majesty's Representatives in Peru, with the object of obtaining redress from the Government of that country. Said claim is, for the present, at a stand-still.

The animosity that exists against me in Peru is equivalent to banishment from that country, and I must find a home for myself and children (four girls), either in Chili or in this country; in Chili, I have friends and connections of twenty-four years standing; in this country, I have nothing more than the small and precarious salary attached to my appointment; neither have the means of having my children brought over from Peru,—all, all that I possessed, I have spent in carrying out the enterprise of introducing the Alpaca into this Colony.

I cannot, and do not expect the Government to remunerate me for my eight years of untiring labour, accompanied by hardships and dangers of no ordinary description; but I do expect the Government to reimburse me the money that I am actually out of pocket. You have seen the correspondence between Her Majesty's Consul and myself on the subject, and by that can be credited my version of the conversations held at different times in Lima, during 1851-52, with William Pitt Adams, Esq., Her Majesty's Chargé d'Affaires to the Government of Peru; and you will readily understand how his position as Minister would prevent his giving me, a British subject, any official invitation to break the laws of a country between which and Great Britain existed a Treaty of Peace, Amity, and Commerce. The sudden decease of Mr. Adams, in 1853, deprives me of his testimony in my behalf; had he lived, I little doubt, but that I should not only have been reimbursed, but amply remunerated for my exertions; as it is, I can only refer to the Honorable Deas Thomson, who can inform you of the importance attached then, by the Home and Colonial Governments, to every exertion being made towards the introduction of the Alpaca into this Colony. The death of the late Governor Sir Charles Fitz Roy, prevents my bearing out the tenor of interview that I had the honor of holding with him in 1853. I was then promised a grant of 10,000 acres public land, if I succeeded in landing 100 animals in New South Wales.

T. S. Mort, Esq., can also bear testimony in my behalf.

I am as enthusiastic as ever, in fully developing the value of the Alpaca, and its adaptability to this Country; yet I have other duties to perform, that are paramount to all others, and if the Government of the Colony cannot reimburse me my outlay, so as to enable me with that money to purchase a Station, and guarantee £1,000 yearly for five years, as Superintendent of Alpacas; and, moreover, after properly settling the flock, allow me nine months leave of absence, so as to go to Peru, wind up my affairs there, and return here with my children; I have no alternative but to resign my present appointment, and ruined, utterly ruined as I am, afford some protection to my poor motherless children, by my presence among them. Of course, I would conduct the animals to Maneroo before leaving them, as also impart full instructions as to their proper tending, to the party named to succeed me.

If it were possible for me to enter into minute explanations, and present such documentary and other evidence as I possess, before a Committee of the House, I feel convinced that their report would be favorable to me. You are aware that there are circumstances in connexion with this undertaking that I cannot, as a British subject, lay before the public.

I have &c.,
C. LEDGER.

FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER.

5

No. 5.

SUPERINTENDENT to SECRETARY FOR LANDS.

Liverpool,

31 October, 1859.

SIR,

The flock of Alpacas, Llamas, &c., under my charge, being now in condition to undertake the journey to Maneroo, I beg to request that you will designate the Run or Station that I am to occupy them with, so that I may effect arrangements for the erection of huts, yards, &c., before the winter again comes round.

I have also to inform you that, on the 6th proximo, I shall commence shearing such of the animals as will admit of so doing; the females being in lamb I think it prudent not to clip until after parturition. I consider it a matter of importance that the animals be moved from this as quickly as possible, and without delay placed permanently on their future pasture. This very desirable object I should have endeavoured to carry out some forty days ago had their condition then warranted my recommending their removal.

I therefore have to request you will please place to my credit in the Joint Stock Bank the sum of one hundred and thirty pounds, that I estimate will be the cost of dray, horses, harness, &c., which I received authority to purchase by your communication of 3rd September last.

I have, &c.,
G. LEDGER.

No. 6.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,**Sydney, 3 November, 1859.*

SIR,

In reference to your letter of the 31st ultimo, I am directed to request that you will come at once to Sydney, for the purpose of settling definitively the place to which you propose to remove the flock of Alpacas.

I have, &c.
MICHL. FITZPATRICK.

No. 7.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,**Sydney, 9 November, 1859.*

SIR,

I am directed to inform you, with reference to the latter part of your communication of the 31st ultimo, that the Secretary to the Treasury has been requested to cause the sum of one hundred and thirty pounds to be paid to your credit in the Joint Stock Bank, to defray the cost of the dray, horses, &c., which you have been authorized to purchase for your journey to Maneroo.

I have, &c.
MICHL. FITZPATRICK.

No. 8.

SUPERINTENDENT to SECRETARY FOR LANDS.

Liverpool,

18 November, 1859.

SIR,

I take the liberty of addressing you upon a matter relating to my present appointment as Superintendent of Alpacas; and, in so doing, I may be allowed to trouble you with a brief reference to the circumstances which led to that appointment.

After having made several ineffectual attempts to obtain Alpacas in Peru, for the purpose of exporting them to Australia, Her Majesty's Representative in that country communicated with me on the subject; assuring me, that the production of Alpaca wool in these Colonies was considered of the greatest importance by Her Majesty's Government; and urged it as a matter of absolute certainty, that any person who would introduce a large flock of Alpacas into either of these Colonies would be amply repaid for all the labour and money expended in the enterprise. During a visit I paid to this Colony in 1853, chiefly with the object of ascertaining whether the country was suitable for the Alpacas, I was promised by His Excellency Sir Charles Fitz Roy, that if I succeeded in landing one hundred Alpacas only in New South Wales, I should be treated with the same liberality as had been shown to the Macarthurs and others, and should receive a grant of land as a reward for the service, and in consideration of the great advantages which the country would derive from the propagation of the Alpacas. The Honorable E. Deas Thomson, T. S. Mort, Esq., and Henry Moore, Esq., can bear testimony to the great importance which the Government at that time attached to my enterprise, and to the inducements which were held out to me to prosecute it.

It was on the strength of these representations that I undertook the task of introducing into New South Wales a flock of Alpacas. I need not here recount all the difficulties,

difficulties, hardships, and sacrifices, both physical and moral, which I underwent; or the danger and imminent perils to which I subjected myself from the arbitrary yet popular prohibition of the Peruvian and Bolivian Governments, in pursuit of the object to which I devoted all my energies, during seven of the best years of my life. With a perfect knowledge of all the trials that lay before me, in the roughness of the country I should have to traverse, in the severity of the climate, in the inhospitality of their people and their attachment to the monopolist policy of their Governments, and in the apprehension that even my own servants might betray me at the last moment, I determined, in the spirit of British enterprise, to risk all these in the furtherance of an object which I was confident would open up a new and most valuable resource, both for English commerce and Australian industry. In the carrying out the undertaking I exposed myself to imprisonment for ten years (this decree was promulgated when I had safely got the animals out of Bolivia however), as well as to a virtual banishment from Peru, in which country I had lived for eighteen years, and where I had gained a position of comparative wealth and influence.

But I do not ask from the Government of New South Wales any recompense whatever for the perils and hardships I have endured; all that I ask is, the reimbursement of the sum of nearly seven thousand pounds sterling that I have actually expended on the undertaking, over and above the sum of fifteen thousand pounds paid by the Government on purchasing the animals; and which amount, under composition only, exonerated me from debt to the parties who furnished me with the means of carrying on the enterprise when my own funds were exhausted.

I may take this opportunity of stating that, at the time the proposition of purchasing the Alpacas and entrusting me with their superintendence was entertained by the Government, the late Minister for Lands and Public Works encouraged me to believe that by this time, or during the present Session of Parliament, the flock would be offered to me for a sum considerably less than the cost, allowing a term of years for the payment of the money; in that way reimbursing me for my outlay. It was also admitted by mostly all the Honorable Members in the Legislature, when the proposal for purchasing the Alpacas was under discussion, that I was entitled to compensation for the losses I had sustained in the undertaking, and that they were disposed to grant a fair amount to repair those losses.

I am induced to believe that, when the above circumstances are taken into consideration, the Government will admit the justice of my claim for the amount I have named.

But there are special reasons which induce me to urge it at this time, and which will compel me, unless that claim is admitted and ratified, to resign the appointment I now hold in connexion with the Alpacas.

In the first place,—I embarked all the money I possessed in bringing the Alpacas to this country, and the expenses having increased so enormously in the course of the enterprise, I have been utterly ruined. I should be most unjustifiably neglecting my own interests and those of others if I were to forego the opportunities open to me in South America, by remaining in this country where I have no source of income except the very small one (of three hundred pounds a-year) attached to the superintendence of the Alpacas. The possession of the sum of seven thousand pounds would enable me to invest in a stocked run, and I would bind myself on its receipt to invest it in that manner and to maintain the animals for five years, without further charge than the sum of one thousand pounds annually, as at present voted for their management only.

Secondly,—In the prosecution of the object referred to, I have been for more than seven years separated from my family. Since starting from Tacua, in 1852, I have not once seen my four (for the last two years) motherless daughters; and as I have not the means of offering them a home in this country, I feel it my duty to return to them, as, although I am banished from Peru and Bolivia, I should be able to do more for them in Chile than I could here—at any rate afford them a father's protection.

As a third reason for the step I now take, I would urge the desirability, if not the strong necessity, of retaining the services of the native servants to look after the flock. It is very doubtful whether any of them would remain after I have left; there is one man, a Portuguese, who has been with me for more than a year; he has proved himself tolerably useful, is intelligent and willing, but cannot possibly be so well acquainted with the habits and requirements of the animals as the Bolivian shepherds—he, I have no doubt, would gladly remain. You may rest assured, however, that should my claim be disallowed I would use no efforts to induce my men to leave the flock; on the contrary, my deep interest in the permanent success of an enterprise in which I have risked and lost so much, would prompt me to exert all my influence to induce some of them to remain. The care required in the systematic cross-breeding so as to produce a race of pure Alpacas, renders it very necessary and advisable that they should be attended to by those who have been from childhood accustomed to their management. I would, however, most willingly instruct the person whom the Government may appoint to succeed me (that person I would be desirous of recommending,) in the management of the Alpacas, as also two or four shepherds (apprentices preferable); and to effect which purpose I would remain for five or six months after conducting the animals to and locating them on their future home. But in the event of the refusal of my claim by the Government I cannot undertake to remain in the Colony beyond that period. I should indeed most deeply deplore and regret being thus compelled to relinquish an enterprise hitherto so successfully achieved, and under circumstances of such unparalleled difficulties, but the refusal of my claim would leave me no alternative; my duty compels me to abandon the further prosecution of fame without adequate recompense.

I have, &c.,
C. LEDGER.

No. 9.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 28 November, 1859.*

SIR,

I am directed to acknowledge the receipt of your letter of the 18th instant, in which, after detailing the circumstances attending your introduction into this Colony of a flock of Alpacas, you prefer a claim to be reimbursed by the Government the sum of nearly seven thousand pounds, which you allege you have expended in the undertaking, over and above the sum of fifteen thousand pounds paid by the Government in purchasing the animals.

2. In reply, I am directed to inform you, as stated in the Secretary for Lands' recent conversations with you on the subject, that the negotiation between you and the Government regarding the Alpacas having been definitely concluded some time ago, by the payment of the price and the delivery of the animals, Mr. Secretary Black regrets that your claim for the further sum of seven thousand pounds should be made at a stage of the business where it is not competent for the Government to grant it, however highly they may value your important services in the successful introduction of the Alpacas, and however great may be their appreciation of your energy and zeal in conducting the enterprise. The Secretary for Lands, I am to state, is therefore precluded from entering upon the consideration of any question regarding the price; and the only way Mr. Secretary Black presumes in which any point of the kind could now be effectually opened up, would be by your moving the Assembly on the subject. The adoption of this course the Secretary for Lands does not expressly recommend; but you having verbally intimated the probability of its being taken, I am to add that the Government will not in any way oppose such a movement, should you see fit to resort to it.

3. But I am to state that, while the Government are not in a position to grant the sum now claimed, they are quite disposed to regard with the most favourable consideration the peculiar circumstances in which, as appears from your letter, you are now placed; and the Government are therefore willing to increase your salary from three hundred to five hundred pounds per annum, as Superintendent of Alpacas; on the understanding, as stated in Mr. Secretary Black's conversation with you, that you conduct the flock to Maneroo, and continue the Superintendence for at least six months. Probably, during that time you may be able to make such arrangements regarding your family, as may enable you to continue longer, but the Government concurring in the judiciousness of your suggestion to the Secretary for Lands as to the appointment of an Overseer to take your place in the event of your finding it necessary to relinquish it, I am to inform you that Mr. Secretary Black will, with as little delay as possible, make the requisite arrangements with some person suitable for that purpose. It was satisfactory for the Secretary for Lands to understand, as he did from you, that such an Overseer, if well chosen, would, in your opinion, be fitted, after five or six months' care of the Alpacas under your directions, for assuming the efficient management of them in the event of your departure.

4. I am only further to express the satisfaction of the Government at the necessary preparations having at length been completed for the immediate removal of the animals; and not doubting that the same zeal and attention with which they have hitherto been superintended will be fully sustained by you, Mr. Secretary Black entertains a confident hope that, under your guidance, the flock may in due time be safely located on the ground which has been selected for the purpose. With your thorough acquaintance with the nature and habits of the animals, you will not, the Secretary for Lands believes, think it necessary for him to attempt to give you any minute instructions, either regarding the march to Maneroo or the treatment of the flock after its arrival there. On such points as these, I am to add, your own judgment and discretion must be assumed to be the best guide; but I am to state, in conclusion, that this being an undertaking in the success of which the Government feel the liveliest interest, you will be expected to communicate, both fully and frequently, on the subject, with this department.

I have, &c.,
MICHEL FITZPATRICK.

No. 10.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Macquarie Fields,
6 December, 1859.*

SIR,

I have the honor to acknowledge receipt of your favour of the 28th November, ultimo, treating of my claim on the Government of the Colony of New South Wales, relative to the Alpacas, &c., imported by me into this country.

At the same time that I express my sense of the liberal manner in which my present wants have been met, I am compelled, although with reluctance, to reproduce my letter of the 18th November ultimo; as therein explained, I am forced to take the steps therein indicated, purely by a sense of duty towards my children, if, in the meanwhile, the claim advanced by me should not meet with the consideration which it is generally considered to merit.

Having had the honor of several personal interviews, on matters relating to the Alpacas, &c., I would suggest that immediately on my arrival at Maneroo with them, steps should

should be taken for sending the South American shepherds back to their own country, in conformity with a promise faithfully made to them when I induced them to leave their homes and accompany me on my perilous expedition; as no time should be lost in my teaching others how to properly tend, separate into distinct flocks, and, finally, all that is necessary to the preservation and propagation of this class of animals.

As very much would depend upon the party whom the Government may depute to succeed me in the management of the flock, I beg again to request that I may be allowed to recommend such a person for the appointment. Although no great requirements are essential to the proper management of the animals, still it took me many years to acquire the knowledge that I have attained, and I am convinced that I am the only European that ever bred a large flock of Alpacas. My request to be allowed to recommend my successor is mainly grounded on my conviction of the necessity of finding a person endowed with great patience, peculiar kindness towards animals; one who would be ready to receive my impressions; in short, the person whom I would recommend has already had much experience in the treatment of the Alpaca. I would, furthermore, point out that the animals should be located on a run sufficient for present and future requirements, as the continual moving of them from place to place I consider highly injudicious, and prejudicial to their increase; it is well known that this peculiar animal is extremely sensitive, attached to its location, and pines when removed from it.

You will also bear in mind that huts and yards have yet to be erected ere the approaching winter (very severe in Maneroo) sets in; and however ungrateful the task may be to me, by the further delay it occasions, and the unsettled state of my own prospects, I readily, in consideration of the large sum expended by the Government, and the great interest I take in the proper development of this important enterprise, engage to leave the animals properly settled, and with all probability of a successful result.

It would be assuming a false modesty, were I to refrain from expressing the great chagrin and disappointment which I feel at finding myself ruined and homeless, after years of toil, privation, and expense, at the conclusion of an enterprise that I was distinctly (as fully certified by the written testimony of most respectable parties in this Colony) instigated to carry out by the highest authority in the land, whose assurance of ample remuneration, leaving altogether on one side reimbursement (which is all that I at present claim), it would have been the height of presumption to question.

I have, &c.,
C. LEDGER.

No. 11.

SUPERINTENDENT to SECRETARY FOR LANDS.

Liverpool,
25 November, 1859.

SIR,

In making up my accounts to forward to the Office of Auditor General, previous to my departure, I find that I have made the following disbursements on account of the Alpacas, &c. (in conformity with orders to that effect), note of which I have not previously advised you:—

Solomon Dowling, for green barley	£1 10 0
Charleston, ditto	6 0 0
Ditto, ditto	1 5 0
Rose ditto	0 7 0
T. Molloy, for 4 acres green barley, 10 cwt. lucerne hay,	21 1 3
3 sickles, for cutting barley	0 5 3
J. H. Atkinson, for use of paddocks, &c., May, August, November—	
5 months, at £10	50 0 0
	£80 8 6

Eighty pounds eight shillings and sixpence, which amount please place to my credit at Joint Stock Bank.

I have, &c.,
C. LEDGER.

No. 12.

SUPERINTENDENT to SECRETARY FOR LANDS.

Liverpool,
29 November, 1859.

SIR,

I beg to inform you that, at half-past four this morning, I commenced the journey to Maneroo, with the flock of Alpacas, &c, under my charge. After leaving the animals in abundant pasturage paddocks, on the Macquarie Fields Estate, some five miles from this, I returned here so as to conclude all arrangements prior to my final departure.

The

FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER.

9

The animals will have to travel very slowly, and by short stages, as there are several in very poor condition, owing to the scarcity of herbage this season in the paddocks where I have been obliged to depasture them; their remaining a few days at Macquarie Fields will be beneficial to them.

I have to request you will please authorize my paying, on account of the Government, such demands for pasturage of the animals, as the different owners of paddocks along my line of march may make.

I have further to request you will please to place at my disposal the sum of eighty pounds eight shillings and sixpence, advised, as disbursed by me, on account of the Alpacas, in my communication of the 25th instant.

I have, &c.,
C. LEDGER.

No. 13.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 2 December, 1859.*

SIR,

In acknowledging the receipt of your letters, of date the 25th and 29th ultimo, I am directed to inform you, that the Secretary for Lands has authorized your receiving an advance of one hundred pounds, for the purpose of defraying the expenses incurred by you in the rental of paddocks, purchase of barley, &c., for the Alpacas, and enabling you to meet such demands as may be made on you for the pasturage of the animals during the journey to Maneroo.

The Secretary to the Treasury has accordingly been requested to cause the said amount to be placed to your credit in the Joint Stock Bank.

I have, &c.,
MICHL. FITZPATRICK.

No. 14.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Liverpool,
30 November, 1859.*

SIR,

I beg to advise having this day forwarded to Messrs. Montefiore, Graham and Co., of Sydney, in conformity with verbal instructions to that effect, eleven ballots of wool, produce of the animals that up to this period I have considered it prudent to shear.

5 ballots Alpaca wool.
2 ditto cross-bred ditto, Alpaca Llama.
4 ditto Llama wool.

I had the honor of verbally explaining to you the desirability of sending this first small clip through Montefiore, Graham, and Co., as said firm having been for nearly two years connected with the enterprise, and they having also held communication with parties in England deeply concerned in the manufacture of Alpaca wool, offer facilities for obtaining or this first product of Australian grown Alpaca, cross, and Llama wool, a fair report thereon, and obviate the necessity that otherwise I should be under of entering into lengthy observations, were the agency exchanged to other parties totally unacquainted with the article.

If not intrusive with my observations I would suggest the wool being sent to London in preference to Liverpool.

I have, &c.,
C. LEDGER.

No. 15.

MESSRS. MONTEFIORE, GRAHAM, AND CO., to SECRETARY FOR LANDS.

*Sydney,
1 December, 1859.*

SIR,

You will have been informed by the Superintendent of Alpacas that he has forwarded to us eleven packages of Alpaca wool.

We shall feel obliged if you will forward us instructions as to what course the Government wish us to pursue with respect to same.

We are, &c.,
MONTEFIORE, GRAHAM, & CO.

FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER.

No. 16.

UNDER SECRETARY to MESSRS. MONTEFIORE, GRAHAM, AND CO.

*Department of Lands,
Sydney, 6 December, 1859.*

GENTLEMEN,

Mr. Ledger having reported the transmission to you of the first clip of Alpaca wool in this Colony, I am directed by the Secretary for Lands to request that you will have the goodness to ship the same for the London markets, taking such steps as may appear to you best for bringing it into favourable public notice.

I am further to request that you will submit a Special Report of the result of the sale, so soon as you shall be advised of the same.

I have, &c.,
MICHL. FITZPATRICK.

No. 17.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Macquarie Fields,
9 December, 1859.*

SIR,

I trust you will excuse my troubling you with a remark or so that I consider of the greatest importance in regard to the Alpacas.

I am given to understand that, in all probability, the leases of Crown Lands will be extended to another year on all leases that expire the end of this year. I personally mentioned that the runs of "Mayala" and the "Brothers" were the best adapted to the Alpacas of any that I saw in Maneroo; both are in the occupation of Mr. Bradley, they contain no purchased land, and the improvements on them are insignificant, and would not cost more than what would be the outlay in erecting huts and yards on the "Reserve" of Nimitibel, to serve for a short time only.

This "Reserve," no doubt, would answer for a time; but soon the increase of animals would demand extension, causing us to move, lose animals, and stop the breeding until again "at home" on the new run; besides, the purchasers of the "Reserve" would occupy their lands.

I can assure you that it is of the greatest importance that the animals be permanently located without loss of time; they will never increase to any extent whilst continually moving about; and, moreover, for the judicious cross-breeding, I require to form three flocks, and separate each from the other some distance.

I think the present time a propitious one for obtaining suitable "runs" for the animals for present and future requirements; and, whether I remain with them or not, I am most desirous to see them fully settled; and I unhesitatingly state, that until this be effected no benefit can accrue to the Colony from their possession. I ought to inform you that I am influenced in the determination to return to South America on this account; I shall never be able to develop this important enterprise until permanently settled down and enabled to dedicate all my energies to it. For that reason, and so as to settle down, had the Government acceded to my claim, I would have brought out a party, and not put them to the ungrateful task of resuming possession of runs in occupation.

I have, &c.,
C. LEDGER.

No. 18.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Macquarie Grove, Camden,
19 December, 1859.*

SIR,

I have the honor to inform you that I arrived here with my charge on the 17th instant; and finding excellent feed for the animals, I have determined to remain a few days, so that they may avail themselves of it, and allow me to examine the new route that I consider it advisable to take them, viz.,—the road by Burragorang and the Wollondilly, which affords abundance of pasture and saves the annoyance of passing through the towns on the main road; moreover, the immense traffic has so consumed the grasses that, in the event of travelling it with the flock, I am convinced they would find little or nothing to graze on.

The ruggedness of the road that we shall now take will not allow of the cart following us; we shall therefore have to carry our beds and provisions.

You may rely on my doing everything possible for the benefit of the animals; and, if up to the present time we are getting along but slowly, I cannot but feel satisfied with the healthy, though low and thin state of the flock, and anticipate a considerable increase in number before arriving at our destination.

I have, &c.,
C. LEDGER.

No. 19.

No. 19.

SUPERINTENDENT to SECRETARY FOR LANDS.

Camden,
31 December, 1859.

SIR,

I have the honor to inform you that I have considered it necessary to remain here until now, owing to the weak and debilitated state of some fifteen animals. It was my intention to have proceeded on the journey on 26th, but the free use of a fine lucerne paddock, kindly placed at my disposal by Mr. Galvin, induced me to remain another week.

I am glad to inform you that the flock is extremely healthy; and, with the few exceptions above mentioned, I have not had the pleasure of seeing them so playful for the last two years.

I will forward you opportunely a detailed report as to past, present, and (exceptances) future of the flock under my charge, for the information of the Honorable the Legislative Assembly and the country in general.

I intend resuming the journey on Monday, the 2nd of January proximo.

I have, &c.,
C. LEDGER.

No. 20.

SUPERINTENDENT to SECRETARY FOR LANDS.

Myrtle Creek,
3 January, 1860.

SIR,

I have had my attention called to report of proceedings in the Legislative Assembly, on the 23rd ultimo:—"Mr. Black said that Mr. Ledger had started on his journey with a distinct expression on his part that he had not been illiberally dealt with."

I respectfully beg to state that, in expressing my "sense of the liberal manner in which my present wants have been met," as contained in my letter of 6th December, I merely referred to the unsolicited advance of my salary from three to five hundred pounds per annum, and the liberal manner in which my request for dray and horses was acceded to by the Government, although the said amounts were not then placed on the Estimates.

The concluding paragraph of the letter above referred to, clearly and respectfully expressed the bitter disappointment I felt on finding that the successful introduction of the Alpaca into this Colony had proved ruinous to me, although acting throughout upon the good faith of the Government of New South Wales, after the promises of remuneration they made me during my former visit to the Colony, and also relying on the official and authorized statements of Her Majesty's representatives in Peru. The substantial inducements held out to me to undertake the enterprise were, I considered, sufficient, without any demand on my part that they should be embodied in a written agreement.

I did not urge my claim for reimbursement of the money I had sunk in the undertaking, at time of disposing of the animals to the Government in April last, because my losses were fully admitted by the Legislature, and because I was induced to believe, by the Honorable the Secretary for Lands and Works, that they would be made up to me by my having the animals offered to me at half their cost, allowing the term of five years to pay that amount.

I have, &c.,
C. LEDGER.

No. 21.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
18 January, 1860.

SIR,

I hasten to inform you that yesterday I got the flock of Alpacas, Llamas, &c., under my charge, on to this estate; and, on taking into consideration the undermentioned remarks, I doubt not but that this deviation from intended direction will merit your approval.

Firstly.—The animals having passed the last two winters in a temperature so much milder than their native one, and partially become acclimatised thereto, more particularly so those born in the Colony, I am loath to expose them to the severity of a winter on Maneroo, conducting them there so late in the season, when the short intervening time would hardly permit, under most favourable circumstances, of their attaining a condition sufficient to stand the severity of climate and scarcity of pasture during that period.

Secondly.—Although at present moment the flock is in a much improved state to that in which it left Liverpool, I am convinced that were I to push them on further the greater part of the approaching lambing would be lost, also part of the mothers, and more-over all hopes of increase for the next year would be lost.

Thirdly.—I have here at my immediate disposal every convenience for separating the animals into different flocks so as to effectually carry out the proper and paramount cross-breeding

I therefore most strongly recommend the animals remaining here throughout the winter, and it is my intention, with as little delay as possible, to replace the South American shepherds with others of the country—the former are desirous of returning to their homes. I trust the Government will enable me to redeem the promise made them of giving some extra remuneration over and above their salaries, on their successful accomplishment of the enterprise. There is no necessity for my retaining so many men; two and the overseer will remain with me, quite sufficient to practically teach the new shepherds how to tend the flocks.

I have had unavoidable and heavy expenses since leaving Liverpool with the animals, amounting to £65 14s. 6d., as per note enclosed. However the present delay may interfere with my private concerns, I assure the Government that I will continue to do my utmost towards fully developing the importance of the introduction of the Alpaca into the Colony; and, as formerly stated, will attend them to their ultimate location before resigning my appointment, if, in the meanwhile, the justice and liberality of the Government do not enable me to retain their future superintendence.

I have, &c.,
C. LEDGER.

[Enclosure in No. 21.]

NOTE of EXPENSES in conducting the Alpacas, &c., from Liverpool to Arthursleigh, from 29th November, 1859, to 17th January, 1860.

1859.		£	s.	d.
Nov. 29, 30..	Two loads lucerne, from T. Melloy	2	0	0
Dec. 14 . . .	Mr. Macarthur, at Macquarie Fields—15 days' pasturage of animals.....	24	0	0
" 15 . . .	T. Blades—for paddock at Rabey	1	10	0
" 16 . . .	Notts—for hay, &c., for horses	0	12	6
" 23 . . .	Mr. Hassall—for pasture at Macquarie Grove.....	8	0	0
1860.				
Jan. 1.....	Razorback—for hay, corn, &c., for horses.....	1	12	6
" 2.....	Whiting's—for pasture for animals, hay, &c.	1	18	6
" 5.....	Myrtle Creek	2	5	6
" 6.....	Bargo	1	10	0
" 7, 8.....	Martin's	3	17	0
" 9.....	Charker's.....	1	10	0
" 10, 14..	Mr. Shelly's.....	3	0	0
SUNDRIES.				
			51	16 0
1859.				
Dec. 12 . . .	Shoes for cart-horse	0	4	0
" 15 . . .	Repairs to wheels of dray.....	0	16	0
" 13, 16..	Expenses of self, examining road a-head	1	2	6
" 15 . . .	Shoeing horse.....	0	4	0
1860.				
Jan. 16 . . .	Shoeing cart-horse and saddle-horse	0	12	0
	Expenses of carter, and his keep.....	10	0	0
	1 spade, 6s.; 1 axe, 8s.; 3 pair hobbles, 6s.....	1	0	0
			13	16 6
		£	65	14

E. O. E.

C. LEDGER.

Arthursleigh, 18 January, 1860.

No. 22.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 25 January, 1860.

SIR,

I am in receipt of your letter of the 18th instant, reporting the arrival, on the 17th instant, of the flock of Alpacas at the estate of "Arthursleigh," and recommending their detention there during the ensuing winter, for certain reasons alleged in your communication

2. In reply, I am directed to inquire upon what terms you have obtained the paddocks used by the flock—guarding you at the same time from entering into any final arrangements for the detention of the animals at Arthursleigh during the winter, a question upon which the Government will decide when they hear from you again.

3. I am also to take this opportunity of acknowledging the receipt of your several letters enumerated in the margin, and to remark, that in none of these is there to be found what

9 Dec., 1859.
19 " "
31 " "
3 Jan., 1860.

what

FLOCK OF ALPACAS, AND CLAIMS OF MR. LEDGER. 13

what the Secretary for Lands is so desirous of receiving—a statement of the number of animals of the different classes in the flock at the time of starting on your journey to the south.

4. I am, in conclusion, to request that you will continue to furnish, from time to time, full reports of the state of the flock, as any circumstance connected with them is deeply interesting to the Government.

I have, &c.,
MICHL. FITZPATRICK.

No. 23.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
28 January, 1860.

SIR,

I have the honor to acknowledge the receipt of your letter of 25th instant; in reply thereto I beg to enclose copy of letter to Mr. Alexander Reid, with his reply at foot, stating the terms under which I can depasture on this estate the flock of Alpacas Llamas, &c. I consider them moderate. Reproducing the reasons set forth in my last that forced me to determine on halting, and my recommending that the animals should pass the winter here; I now respectfully request the Honorable the Secretary for Lands to approve thereof, feeling convinced that the best interests of the flocks will be consulted thereby.

I will, with as little delay as possible, furnish a statement of the number of animals of the different classes; also continue to furnish, from time to time, full report as to state of the flocks, and every circumstance in connection with them I may consider of interest to the Government.

I have, &c.,
C. LEDGER.

[Enclosure in No. 23]

Alexander Reid, Esq.,

Sir,

Please certify at foot of this, that the agreement entered into between us, for depasturing the Alpacas, Llamas, &c., the property of the Government, on this estate, is as follows:—

You allow for the depasturing of the flocks all that part called "Ditley," charging therefor at the rate of forty pounds per annum, for such time as the Government may deem fit to keep them there.

You furthermore engage to complete the hut and yard, as at present understood between us, at an expense not exceeding ten pounds. You also will allow me the free use of the wool-shed and yards adjoining, any time that I may deem it expedient to make use of them.

The cottage, yard, and sheds, where the men now are, you will allow me the free use of during our stay here; any repairs that I may consider it necessary to make are to be undertaken at the expense of the Government.

I have, &c.,
C. LEDGER.

The above is in conformity with our agreement.
ALEX. REID.

No. 24.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 23 February, 1860.

SIR,

With reference to your letter of the 28th ultimo, I am now directed to inform you that, under the circumstances represented by you, the Government have determined that the flock of Alpacas may be depastured during the winter at Arthursleigh, on the terms mentioned in your communication.

I have, &c.,
MICHL. FITZPATRICK.

No. 25.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 23 February, 1860.

SIR,

Adverting to my letter of this date, on the subject of your proposed visit to Sydney, I am directed by the Secretary for Lands to request that you will have the goodness to state for what period the Government may definitely rely upon having your services as Superintendent of Alpacas in this Colony.

I have, &c.,
MICHL. FITZPATRICK.

No. 26.

No. 26.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
11 February, 1860.

SIR,

Having effected arrangements for the return to South America of several of the shepherds that I brought with me, and as their services are no longer indispensable, they too pressing me to send them back in accordance with agreement to that effect, I beg to request you will give me permission to accompany them to Sydney, so that I may in person attend to their wants, none of them being able to converse in the English language.

I should not make this request, were I not positive that my absence for a few days from the flocks can in no manner be detrimental to them.

I have, &c.,
C. LEDGER.

No. 27.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
17 February, 1860.

SIR,

I have the honor to herewith enclose classification of flock on 1st instant also specification of losses, from 28th April, 1859, to 1st February, 1860.

Since that date I have to report the loss of one male Vicuna and one female Alpaca the former escaped from the flock, made its way back to near Berrima, and was then killed by some dogs; the latter, after giving birth to a fine lamb, died from internal inflammation, brought on by inversion of the womb; the lamb survives, is healthy, and is being brought up by hand.

I have to advise the birth of nine lambs since the 1st.

It was my intention to have forwarded the above statements at an earlier date; but as I had recently had castrated all the cross-bred males of last season (twenty-three), also seven Alpacas that shewed defects in breeding, I was anxious to see the result of this delicate operation, fearing at the time a loss that I do not now anticipate. The heavy rains have also prevented communication with Paddy's River, situate some nine miles from this, to where I forward letters for transmission for mail.

I am glad to have it in my power to inform you that the flock has vastly improved since its arrival here, and I cannot but consider the measures taken for recuperating the animals on this estate—a necessity at the time their poor condition demanded, previous to proceeding on to Maneroo—as most fortunate; because, had the late rains overtaken the flock on the road in the state in which they were, the loss could not but have been considerable without taking into consideration the risk from drowning, by the flooding of the country through which they must have been obliged to travel. The facilities I met with here, enabling me to house at night all the lambs, some of the full grown ones, and those recently castrated, during the continued and heavy rains of three days and nights, were opportune in the extreme, saving thereby the flock from loss, when all around was devastation and ruin.

When the Government purchased the Alpacas, Llamas, &c., on the 28th April, 1859, the number amounted to 291; and as on the 1st February, 1860, there were 246 remaining, it will be seen that there has been a loss of forty-five (45), accounted for in the return now forwarded.

It is public and notorious that the last summer was one of unusual abundance of natural grasses in the County of Cumberland, where the flock was depastured almost immediately after its landing, in December, 1858; and as up to April, 1859, the flock had increased from 256 to 291, being healthy and thriving, I could not but consider it safe to recommend their wintering there, although urged by the then Honorable Secretary for Lands and Public Works, John Robertson, Esq., to remove them to some other part of the country; that I did not consider it advisable at that season of the year to move the flock I must state I now regret; attaching due respectful importance to the suggestions of the Honorable the Secretary for Lands and Public Works, I was induced to recommend their not being moved for the following reasons:—

First.—I had sustained very heavy losses on two occasions in South America by moving the animals at end of autumn, on to much more abundant pasture than that on which they had passed the summer.

Secondly.—The experience of many years' study of the Alpaca had convinced me that worse results were to be anticipated from the pining and restlessness of all animals of this species on being moved from a spot to which they had become accustomed, than from a partial scarcity of fodder.

Thirdly.—Immediately on taking charge of the flock on account of the Government, I was ordered on a tour of inspection of the country in search of suitable "run" for the animals. I could rely during my absence on the supervision of the flock, and servants in charge, by J. H. Atkinson, Esq., who kindly offered his services to that effect; I had acquired local knowledge as to where I could obtain artificial fodder for the animals that, previous to starting on my journey, I found would be requisite. The overseer and shepherds, not one of whom understands anything of the English language, knew and respected Mr. Atkinson.

In

In August, on my return from Maneroo, I was grieved to find that several of the animals had perished during my absence; the overseer informed me that his application for permission to purchase artificial fodder for the animals did not meet with immediate attention. I was led to believe, at the time, that the delay thus originated was the cause of loss in its greater part. I must here state most distinctly, and in acknowledgment also of the immediate and ready acquiescence in every personal application that I have deemed it necessary from time to time to make, on account of the Alpacas, by the Honorable the Secretary for Lands, that, had the animals had a sufficiency of grass or pasture previous to that time, they would have passed, not only two or three, but eight days without any food whatever, and not have been injured thereby; the delay may have accelerated an inevitable occurrence, but it was not the cause of death.

The severity of the last winter dried up the natural grasses with astonishing rapidity; the inward fat that the animals had acquired during the abundance of summer was soon wasted by insufficiency and poorness of feed; the animals had also undergone previously many severe trials, from the natural effects of which they had not had time to recover. On return of spring and consequent re-appearance of pasture they soon began to pick up—were playful and healthy; the great heat, hot winds, and drought that quickly succeeded, again dried up the grass, the condition of the animals was reduced, and when at last I could get away from Liverpool I was afraid the loss would have been great ere getting the poor animals on to a sufficiency and suitableness of pasture. You will observe that the loss has principally been of animals of minor value, not the less however to be regretted on that account. Unforeseen accidents have also occurred; and after all, taking everything into consideration, I contend that it has been proved beyond a doubt that the Alpaca is possessed of great endurance; can subsist for a long time on little food; can endure both heat and cold, rain and drought.

Since March, 1858, they travelled 500 miles, 150 of which were among the all but inaccessible ranges of the Andes; from an elevation of 14 to 17,000 feet above the sea suddenly descended to 1,500, for days and days together without water, and with very scanty supply of dried grass during the journey, then placed in lucerne paddocks for hardly two months, again traversed the arid desert of Atacama, 75 miles to port of shipment, immediately confined on shipboard, scantily supplied with water, their food again changed, and after 88 days, landed, driven to Liverpool, and then subjected to a state of semi-starvation for several months; and after all this catalogue of suffering and privation, the number, on the 1st instant, was but *one* in *decrease* from those landed in the Colony—*increase* at present 7.

Really I cannot but say that I am more than surprised that so many still exist. As previously stated in former communications, I feel certain that no great increase can be expected until the flock be permanently settled, and steps be taken for the proper separation into three or four flocks, to carry out a fixed and systematic course of cross-breeding; the unavoidable promiscuous intercourse that I have been unable to prevent, is not at all desirable or beneficial, neither is it furthering the main object in view. I am at present able to effect more than hitherto; yet, as this is not the ultimate destiny of the flock, I am loth to recommend going into expenses that are not to be permanently available, and which would have to be again incurred on placing the animals on other grounds.

I am inclined to think that it would be advisable to give up all idea of reproduction in the animals for one year, by keeping the whole of the males at a distance from the females; by this respite from excitement they would have ample time for becoming thoroughly acclimatised, accustomed to their location, and in good condition; the same they would have no means of losing by driving or moving about.

I intend, without delay, sending back to South America the men that accompanied the animals from that country. I have already made arrangements with shepherds here to tend the flocks, and I will teach them all that is necessary. I trust the Government will allow me the means for making them some recompense over and above their salaries, as remuneration for faithful services of several years. In former communications I respectfully stated the motives that compelled me to resign my present appointment, after permanently locating the flock; if my claim for reimbursement, either by grant of money, or in the manner the late Honorable Secretary for Lands induced me to believe my losses would be made good, be not allowed, I would beg to suggest the adoption of measures for handing over the animals on "terms" for three years, to one or other of responsible parties that I could name, as willing to take charge of them under such arrangement. The maintenance of an establishment, solely for the management of the Alpacas, &c., is likely to entail unnecessary expense, as well as to be attended with other inconveniences; whilst in combination with sheep the engagement would be a lucrative one to a sheepholder, as well as advantageous to the country.

Were the Government to allow the claim I have advanced for reimbursement of moneys expended in the introduction of the Alpaca into this Colony, and, by way of remuneration, resell the flock to me at its cost price of fifteen thousand pounds, allowing a term of six years for payment of the amount, I should be glad to dedicate all my energies to the full development of this important accession to the wealth of the Colony, feeling assured that the result would not only be beneficial to myself, but to the country at large.

I have, &c.,

C. LEDGER.

No. 28.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
22 February, 1860.

SIR,

I have the honor to lay before you some explanations respecting the return to South America of the shepherds that I brought from that continent. To feed, water, clean, and tend 340 animals, during a passage of 88 days, required twelve men.

At time of shipping the Alpacas, &c, I selected from my staff of more than 30 men, the best, that were induced to remain in my employ by my offering them advantages, besides their salary, such as the permission to keep 2 to 300 sheep, free of pasturage, with each flock of Alpacas, and moreover to pay the passage and expenses of each man back to his country.

When the Government purchased the Alpacas, &c., I stipulated that I would undertake their management, and pay all expenses out of the £1,000 per annum granted by the Honorable the Legislative Assembly; the agreement to last for five years, the product of wool to be mine, and the Government to supply suitable "run" for the present and anticipated requirements of the flocks. I distinctly, in verbal communications that I had the honor of holding with the then Honorable Secretary for Lands, explained the very heavy losses that I sustained by accepting fifteen thousand pounds for the animals; yet, as that amount would enable me to repay what I had borrowed, when my own means were exhausted, and having no other resources at my disposal to save me from the Insolvent Court, I agreed to accept the sum. It was then stated, that without my engaging to remain in charge of the flock that the Government would not purchase them; I also explained the urgency of my private affairs, viz., the unprotected state of my children, and then the Honorable the Secretary for Lands induced me to believe that within a few months I should have the refusal of the animals at half the amount paid for them, a term of five years allowed to pay that amount, with free use of "run," sufficient for present and future requirements of the flock.

As this proposal appeared to me as offering the future recuperation of my heavy losses, and moreover authorize getting my children from South America, and settling in this country, I hesitated not in agreeing to the terms submitted to me; considering the arrangement then formed as merely temporary, I was indifferent to a further loss of two or three hundred pounds.

	£	s.	d.
The Government allowed me, per annum.....	300	0	0
One overseer do.	60	0	0
Eight shepherds, £50 each do.	400	0	0

By this it will be seen that out of the twelve men brought with me three remained for me to pay; furthermore, I was compelled to engage an Interpreter; none of my men understood the English language, and his services were a necessity to make known the requirements of the overseer during my frequent and unavoidable absence from the flock, as also to reply to the inquiries of the numerous visitors.

The overseer for some time previous received the same salary as then awarded—I, therefore, out of my salary of three hundred pounds per annum, had to pay,—

	£	s.	d.
Salary and keep of Interpreter.....	60	0	0
Do. do. 3 men.....	150	0	0
Maintenance of overseer	25	0	0
	<u>£235</u>	<u>0</u>	<u>0</u>

The overseer and men can gain more in their own country than what I can afford to pay them; had the beforementioned hopes and expectations been realized that the Government held out to me, I could have made it worth their while to remain, and carried out the promises made them previous to embarking. I do not require the services of so many men to look after the Alpacas only; four are quite enough now that they are more acclimatized, and are stationary for some months. Two of the most efficient will remain with me, so as to practically teach the shepherds of this country to properly tend the flocks. A kind feeling towards the animals that I have followed so many years, and the great desire of their thriving and becoming of that importance to the country I firmly believe they will in due time, are sufficient motives to ensure my dedicating my best endeavours until locating them permanently.

I have, &c.
C. LEDGER.

No. 29.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 6 March, 1860.

SIR,

In acknowledging the receipt of your letter of the 22nd ultimo, I am directed by the Secretary for Lands to state that, without now entering into the consideration of the various

various points of importance raised by you, in connexion with the flock of Alpacas, he must again request from you some distinct information on the question which was last put to you, as to whether the Government could rely upon retaining your services for any definite period—say for a year—so that the proper arrangements may be made in time for appointing your successor.

2. As, however, the Government are desirous of retaining, if possible, your services, the Secretary for Lands wishes it to be understood by you, that this inquiry does not proceed from any desire either to dispense with or to undervalue them, but simply from a wish to secure the proper superintendence of the flock.

I have, &c.,
MICHL. FITZPATRICK.

No. 30.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
8 February, 1860.

SIR,

I have the honor to inform you that I have in my possession, and which I retain, in conformity with verbal order from the late Honorable Secretary for Lands, the sum of three pounds seven shillings and sixpence, product of twenty-three bushels barley, surplus not required for the Alpacas, &c., previous to leaving Liverpool.

I have, &c.,
C. LEDGER.

No. 31.

UNDER SECRETARY TO SUPERINTENDENT.

Department of Lands,
Sydney, 22 February, 1860.

SIR,

With reference to your letter of the 8th instant, stating that you have in hand the sum of three pounds seven shillings and sixpence, the product of twenty-three bushels of barley, surplus food of the Alpacas while at Liverpool,—I am directed to inform you that the money should be at once paid into the Treasury.

I have, &c.,
MICHL. FITZPATRICK.

No. 32.

SUPERINTENDENT to SECRETARY FOR LANDS.

Sydney,
13 April, 1860

SIR,

I have the honor to inform you that I am about returning to Arthursleigh, and would suggest the expediency of my proceeding, after remaining there a short time, to Nimitybelle, and select a proper spot on which to erect the necessary huts, yards, &c.; and moreover, enter into contract with responsible party for the putting up of same.

The hut and yard erected at Arthursleigh, under your authorization, is now ready, and the payment is demanded.

To pay the above, pasturage of animals, expenses of journey to Nimitybelle, as also to meet the exigencies of the next five months (as by that time the flocks ought to be driven to their destination), I beg to request you will please to open a credit in my favor for £100.

The flocks are doing well, and on my arrival at Arthursleigh I will forward a full report.

I have, &c.,
C. LEDGER.

No. 33.

UNDER SECRETARY TO SUPERINTENDENT.

Department of Lands,
Sydney, 19 April, 1860.

SIR,

With reference to your letter of the 13th instant, applying for an advance of one hundred pounds, to pay for the erection of a hut and a yard for the Alpacas at Arthursleigh; as also to meet the expenses of your proposed journey to "Nimitybelle," and other exigencies for the next five months; I am directed to inform you that the Secretary for Lands has authorized a compliance with your request, provided your previous advances have been adjusted.

2. The Secretary to the Treasury has accordingly been requested to open a cash credit in your favour, in the Bank of New South Wales, on the condition above alluded to.

I have, &c.,
MICHL. FITZPATRICK.

No. 34.

SUPERINTENDENT to SECRETARY FOR LANDS.

Sydney,
13 April, 1860.

SIR,

I have the honor to inform you that, at the urgent request of the South American shepherds, I have sent seven of them back to their own country, paying their passage, &c., according to agreement made with them previous to their leaving.

The overseer and two of the most efficient shepherds remain with me, induced to do so by increase of salary, and by allowing them the rations customary in the country; the flocks are now managed by four shepherds and one overseer, as efficiently as formerly; with, however, not a corresponding saving in the expense, as to the number of men engaged. I beg to request you will authorize me to make the best arrangements possible, and the same I will duly inform you of, after a month's trial, and form a proper estimate.

I have, &c.,
C. LEDGER.

No. 35.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 19 April, 1860.

SIR,

With reference to your letter of the 13th instant, reporting the departure of seven of the South American shepherds, who have been assisting you in the care of the Alpacas, back to their own country, I am directed by the Secretary for Lands to inform you, that he does not understand from your communication whether you mean the passages of these men to be paid for by the Government, but that if so you should state upon what authority you made the expenditure, and the amount.

2. I am at the same time desired to request, with regard to the increase of salary and the allowance which you have made of rations to the remaining shepherds, that you will have the goodness to say what the increase of salary is, what the cost of the rations, and upon what authority these changes have been made.

3. I am to add with reference to the latter part of your letter, that Mr. Secretary Robertson sanctions your making any arrangements you may think best for the management of the animals, but that where expense is concerned they must be submitted to him for approval before the expense is entered upon.

I have, &c.,
MICHL. FITZPATRICK.

No. 36.

SUPERINTENDENT to SECRETARY FOR LANDS.

Liverpool,
26 April, 1860.

SIR,

I have the honor to state, in reply to your letter of 19th instant, that I hold no authority to disburse, on account of the Government, the sum necessary to defray the expenses of passage, &c., to South America, of the seven shepherds lately sent back to that country; on advising whose departure I merely expressed a hope that this outlay would be favourably considered by the Government, bearing in mind the peculiar circumstances attending their coming to the country, and my own incapacity to meet it.

So soon as I can furnish exact data as to the increase of expense for each shepherd I will do so; the sum total will not be in excess of the original one. The change has been forced upon me by having to substitute European for South American shepherds.

In reply to 3rd paragraph, I would respectfully suggest that I be authorized to incur such expense as immediate necessity may compel me to, without having to await direct and special authorization that might arrive too late to be available, situate, as the flocks now are, at a distance from Sydney, and from which city all communication is cut off at times for days and days together.

I have, &c.,
C. LEDGER.

No. 37.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
11 May, 1860.

SIR,

In conformity with promise contained in letter of 26th ultimo, I have the honor to forward statement of wages, including rations, that I have found myself compelled to allow the overseer and shepherds that, under my directions, tend the Alpacas:—

Overseer, at the rate of £80 per annum.	
1 shepherd, superior, do.	£70 do.
4 Do. do.	£60 each, £240 for all per annum; amounting to £390.
	The

The Government allowed me one overseer and eight shepherds, involving an expense of £160, and as the flocks are as efficiently tended now as ever they were, I hope the measures I have been forced to adopt will merit your approbation.

I could not have retained the services of the South American shepherds that still remain with me, had I not agreed to augment their wages.

If I have exceeded my authority, I beg to express regret, and beg, that necessity for immediate acquiescence in the increase, with the alternative of being left alone with the animals, will excuse a step that my zeal for the welfare of the animals under my charge forced upon me, and which at same time reduces the expenses in the sum total.

I have, &c.,
C. LEDGER.

No. 38.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 13 June, 1860.*

SIR,

With reference to your letter of the 11th ultimo, stating that you had found it necessary to make certain increases to the wages of the staff of shepherds at present employed in tending the Alpacas under your charge, I am directed to request, that you will have the goodness to inform me from what date the increases in question were agreed to be granted by you.

I have, &c.,
MICHL. FITZPATRICK.

No. 39.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
22 June, 1860.*

SIR,

I have the honor to state, in reply to your letter of the 13th, that the increase of salary to overseer to £80 a-year is from 1st April.

1 shepherd, £70	„	1st February.
1 do. £60	„	27th do.
1 do. £60	„	1st April.
2 do. £60 each,	„	1st do.

The three first shepherds are engaged here, the two latter are South Americans. The shepherd who has £70 is a very useful man in many ways; in putting up yards and assisting to build hut he has saved more than twenty pounds.

I have, &c.,
C. LEDGER.

No. 40.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 30 June, 1860.*

SIR,

In acknowledging the receipt of your letter of the 11th ultimo, I am directed to inform you, that under the circumstances therein stated, the Secretary for Lands has approved of the following increases of the wages of the staff of shepherds now employed in tending the Alpacas under your charge, from the dates mentioned in your letter of the 22nd instant, viz.:—One overseer, from £60 to £80 per annum, to take effect from the 1st April, 1860; one superior shepherd (new appointment), at £70 per annum, to take effect from the 1st February, 1860; one shepherd, from £50 to £60 per annum, to take effect from the 27th February, 1860; and three shepherds, from £50 to £60 each per annum, from the 1st April, 1860.

I have, &c.,
MICHL. FITZPATRICK.

No. 41.

No. 41.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 25 May, 1860.*

SIR,

I am directed by the Secretary for Lands to request, that with a view to the preparation of the General Estimates of the Government Expenditure to be laid before Parliament in the ensuing Session, you will transmit to me, *on or before the 1st June next*, an Estimate of the probable Expenditure of your Department for the year 1861.

2. In transmitting this Estimate, you will submit, under the proper head, such remarks as you may consider necessary in explanation of it, and a statement of the reasons for recommending any alteration of pay or allowance. You will also report whether any reduction upon the expenditure of the present year can, in your opinion, be made in the number or emoluments of the persons in your department; or should you consider any increase to be absolutely required for the due and efficient performance of that portion of the Public Service which is immediately entrusted to you, you will state specifically the grounds upon which you consider such increase necessary.

I have, &c.,

MICHL. FITZPATRICK.

No. 42.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
30 June, 1860.*

SIR,

I have the honor to acknowledge receipt of "Circular," dated 26th instant. In reply, I beg to state, that on permanently locating the Alpacas, Llamas, &c., it is my opinion the requirements will be,—

Cottage for Superintendent;
Four huts for shepherds;
One paddock for weaners;
Four paddocks for separating into flocks during rutting;
One large yard with divisions, near to cottage;
One stable and loft;
One shed for dray, chaff-cutter, &c., &c.

I have, &c.

C. LEDGER.

No. 43.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 7 July, 1860.*

SIR,

In acknowledging the receipt of your letter of the 30th ultimo, shewing the probable requirements attending the management of the Alpacas for the year 1861, as regards "Cottage for Superintendent, huts for shepherds, &c., &c.," I am directed to request that you will have the goodness to inform me what would, in your estimation, be the cost of such works.

I have, &c.,

MICHL. FITZPATRICK.

No. 44.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
29 May, 1860.*

SIR,

I beg to request your attention to my letter of 26th April ultimo, respecting the outlay incurred by me in sending to South America the major part of the shepherds that I brought from that country with the Alpacas, &c.

Extra sums having been granted by the Honorable the Legislative Assembly for general expenses, I respectfully submit this extraordinary and forced disbursement to, and pray for its favourable consideration on the part of the Government.

I have, &c.,

C. LEDGER.

No. 45.

No. 45.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 5 June, 1860.*

SIR,

Adverting to your letter of the 29th ultimo, respecting the outlay incurred by you in sending to South America some of the shepherds you brought from that country, I am instructed to inform you that Mr. Secretary Robertson cannot see that the Government is called upon to provide this outlay.

I have, &c.,

MICHL. FITZPATRICK.

No. 46.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
19 June, 1860.*

SIR,

I have the honor to acknowledge receipt of your communication of 5th instant, disallowing your favourable consideration of my request for return of passage-money of the shepherds that I sent to South America.

Although without reply to my letter of last month, requesting permission to incur sundry outlays that I considered of necessity in my Department, I beg to state that said expenses I have incurred, they were compulsory and tended to the well-being of the animals under my charge; should I have committed an error in my zeal, and by my desire to save time, I regret it, and am prepared to suffer the consequences. The hut I requested also to be authorized to put up for the remainder of the shepherds has not been necessary; they have not complained of sleeping under calico.

I have, &c.,

C. LEDGER.

No. 47.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
7 May, 1860.*

SIR,

I have the honor to reply to your communications of 23rd February and 6th March ultimo; these having arrived here during my absence in Sydney is why they have not been previously answered.

I respectfully beg to confirm the resignation of my appointment as Superintendent of Alpacas, &c. (as conveyed to you in my letter of 18th November last), after placing the flock on the "Reserve" at "Nimitybel," if, in the meantime, arrangements be not effected between the Government and myself, enabling me to bring my children from South America and form for them a home in this country; moreover securing my appointment to be permanent for six years, by which time I consider all traces of the Llama blood will be extirpated; and I should then be the first to suggest the animals being disseminated, in flocks of fifty, all through the country.

I have previously offered to instruct my successor in the theory and practice of the management of the flock; expressing a desire, however, to recommend effectually such party for the appointment.

I adhere to the above-mentioned offer, without reference to its ungratefulness by teaching in six months what took me ten years to acquire, daily combatting the superstitions and hostile feeling of the Indians of Peru, that induced them not only to deny me assistance, but to place almost incredible obstacles in the way of my acquiring practical knowledge of the animal.

Duty towards my children, from whom I am absent eight years, alone compels me to a separation from the enterprise that for so many years has absorbed all my energies and left me penniless.

I am, &c.,

C. LEDGER.

No. 48.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
11 May, 1860.*

SIR,

I have the honor to inform you that the Alpacas, &c., are in first-rate condition; and have little doubt but that they will pass the winter without the aid of artificial fodder.

Since

Since my last report I have to note the loss of—

Three cross-bred females, carried away by the river in the late flood. A land-slip, on which they were feeding, was the cause.

One male Vicuna; from wounds and contusions from the other males, whilst fighting.

One female Alpaca; torn and otherwise injured by the males. The above loss has been made up by births. The number in the three flocks is 266 this day.

I am loth to request authorization to incur any expense that does not result in permanent benefit. I allude to the necessity of erecting a hut for two of the shepherds; the winter is too cold here to expect them to pass it in a tent. The three horses I have will require one feed of hay and corn daily—their pasturage is free—as I have to make a journey to Nimitybelle during the winter, and on commencement of spring drive the animals there; also, have to ride to and around the stations, some ten miles daily; the horses, therefore, must be kept in some sort of condition.

By way of precaution I intend to give each of the animals a bath in tobacco water. This animal, when moved about from place to place, is subject to cutaneous eruptions, caused by the overheating of the blood by frotting and restlessness.

I therefore beg to request permission to make the abovementioned outlays.

I have, &c.,
C. LEDGER.

No. 49.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
29 May, 1860.

SIR,

I have the honor to inform you that I have never seen a flock of Alpacas, &c., on the average, in better health and condition than the one under my charge.

I beg to call your attention to my letter of 7th instant, and again request authorization to incur the expenses therein indicated. I respectfully beg to suggest the expediency of prevention in lieu of uncertain cure.

I have, &c.,
C. LEDGER.

No. 50 a.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 5 June, 1860.

SIR,

Adverting to your letter of the 29th ultimo, respecting the outlay incurred by you in sending to South America some of the shepherds you brought from that country, I am instructed to inform you that Mr. Secretary Robertson cannot see that the Government is called upon to provide this outlay.

I have, &c.,
MICHL. FITZPATRICK.

No. 50 b.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 11 June, 1860.

SIR,

I am directed to request that you will have the goodness to forward to this office, with the least possible delay, for transmission to the Treasury, an Estimate of the probable Revenue of your department for the ensuing year, to enable the Honorable the Finance Minister to prepare the statement of Ways and Means.

I have, &c.,
MICHL. FITZPATRICK.

No. 51.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 18 June, 1860.

SIR,

Alluding to your letter of the 29th ultimo, I am directed to inform you that since the date of your communication (7th ultimo), resigning your appointment as Superintendent of Alpacas, if arrangements are not made to enable you to bring your family from South

South America to this Colony, to which you drew attention in the letter under reply, Messrs. Mort and Montefiore have called upon the Secretary for Lands on your behalf, desiring that you may be permitted to purchase the flock of Alpacas, &c., on certain conditions; and they left on the understanding that they would communicate with you, with the view of their being able to make a definite offer of purchase.

2. I am further to apprise you that, should such an arrangement as was proposed by those gentlemen be carried out, the matter alluded to by you would be arranged; and in the meantime Mr. Secretary Robertson can take no action that would have the effect of pledging the Government to meet your views in respect of bringing your family to the Colony.

I have, &c.,

MICHL. FITZPATRICK.

No. 52.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,

23 June, 1860.

SIR,

I have the honor to acknowledge receipt of your communication, dated 18th instant, relating to proposal, on my behalf, made by Messrs. Montefiore and Mort to the Honorable the Premier, for the repurchase of the Alpacas, &c.

I have forwarded to said gentlemen copy of the letter, and requested them to have the kindness to inform me whether any other negotiation had taken place than that the terms of which were conveyed to me under date of 4th instant. They were as follows:—The animals be sold to me for £15,000, ten years credit, and one thousand pounds given to me by the Government.

On receipt of answer from the above-named gentlemen, and with the knowledge of what I do, I will reply categorically; requesting, with all deference, your indulgence for a few days.

I have, &c.,

C. LEDGER.

No. 53.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,

23 June, 1860.

SIR,
well.

I have the honor to inform you that the Alpacas &c., are thriving remarkably

I have, &c.,

C. LEDGER.

No. 54.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,

10 August, 1860.

SIR,
With reference to my letter of June 23rd, replying to your communication of the 18th June, on the subject of proposals for the purchase of the Alpacas, &c., I have the honor to state that I have authorized T. S. Mort, Esq., and J. L. Montefiore, Esq., to conclude arrangements on my behalf with the Government, in accordance with terms conveyed to me in communication from said gentlemen dated 3rd July ultimo.

I have, &c.,

C. LEDGER.

No. 55.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,

18 July, 1860.

SIR,
I have the honor to lay before you a Statement of Expenses I have found it necessary to incur in the Department under my charge:—

	£	s.	d.
Thos. Griffiths, employed 40 days, to assist until replacing shepherds	8	0	0
Thos. Smith, putting new props to dry	0	7	6
Thos. Rea, 1 pair blinkers	0	14	0
..... Carried forward.....	9	1	6
	Expenses		

	£	s.	d.
Brought forward.....	9	1	6
Expenses of sending the new shepherds to Arthursleigh	3	5	0
Keep of horses and shoeing at Liverpool	4	4	0
1 cwt. tobacco stalks, for wash, Penfold	4	0	0
Carriage of tobacco stalks from Sydney to Arthursleigh.....	0	13	0
Cedar wood bath, iron bound, for dipping animals	5	18	6
Expenses on bath to Arthursleigh	1	15	6
6 barrels for soaking tobacco, and bringing them from Paddy's River	2	5	0
Lard, for ointment for smearing animals	3	15	0
Mercurial ointment and sulphur, Jenkins	2	3	6
Shoeing horses, 18s. ; 3 halters, 6s.....	1	4	0
Brush, curry-comb, and Row's embrocation.....	0	5	6
Expenses of Jas. Alexander with dray to Campbelltown, and self to Sydney, to bring up tobacco and chaff-cutter.....	4	4	3
Thermometer for taking heat of water.....	1	2	6
Tobacco stalks, 314 lbs., J. M. Leigh	7	4	9
1 ton lucerne hay, and carriage from Lockyersleigh	6	0	0
Shoeing horses	0	18	0
12 bushels maize, Reid, at 6s.	3	12	0
Cotton stuff for making men's tents, twine, &c.	2	5	6
Strychnine, for poisoning dingoes	1	5	0
	£65	2	6

I do not think more artificial fodder will be required for Alpacas or horses. A few of the former with lambs recently dropped I give a small quantity of lucerne chaff to, every evening.

I found it necessary to obtain shelter for overseer and two of the shepherds; consequently I rented from Mr. Reid a small cottage with two paddocks adjoining, at the rate of twenty pounds per annum. One paddock serves for keeping the males in separate from females, and the other for large flock to sleep in.

On leaving this, the bath and barrels will sell at little loss on cost.

I beg to solicit your approbation to above detailed outlay, and respectfully request you will please to order the sum total to be placed to my credit in bank.

I have, &c.,
C. LEDGER.

No. 56.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 8 August, 1860.*

SIR,

With reference to your letter of the 18th ultimo, submitting a statement of expenses incurred by you in connexion with the flock of Alpacas, amounting in all to the sum of sixty-five pounds two shillings and sixpence,—I am directed to inform you, that the Finance Minister has been requested to cause this amount to be paid in at the Bank of New South Wales to your credit.

I have, &c.,
MICHL. FITZPATRICK.

No. 57.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
18 July, 1860.*

SIR,

I have the honor to acknowledge receipt of your letter of 30th ultimo (147), approving of the alteration in salaries to overseer and shepherds I was forced to make.

The shepherd the Government allows £70 to, I actually pay £80—£10 myself; in "superior" I do not allude to any superior duties in connection with the Alpacas, &c. Said man has the horses under his charge, and when the dray is in use, to fetch wood, water, carry rations, or other services, he attends it; moreover he has put up yards, made troughs, using his own tools, without extra expense. Paying him a higher salary for his usefulness I thus classed him. He speaks English and Spanish, was formerly interpreter, and I paid him his salary for more than a year, and on the other men leaving, he took shepherd's, and "generally useful" berth.

I have, &c.,
C. LEDGER.

No. 58.

No. 58.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 8 August, 1860.*

SIR,

In reference to your letter of the 13th ultimo, stating that the salary paid by you to the head shepherd of the Alpacas is £80 a year, being £10 more than that actually allowed by the Government,—I am directed by the Secretary for Lands to remind you, that the salary of this man was fixed at £70 a year upon your own recommendation, and to state also that the course pursued by you of raising the allowances of the men, and then informing the Government that you pay for it out of your own pocket, is very unsatisfactory.

I have, &c.,

MICHL. FITZPATRICK.

No. 59.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 17 August, 1860.*

SIR,

With reference to my letter of the 25th May last, respecting the probable expenditure of your department for 1861,—I am directed to draw your attention thereto, and to request the favour of your early reply on the matter.

I have, &c.,

MICHL. FITZPATRICK.

No. 60.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 17 August, 1860.*

SIR,

With reference to my letter of the 11th June last, respecting the probable revenue of your department for 1861,—I am directed to draw your attention thereto, and to request the favour of your early report in the matter.

I have, &c.,

MICHL. FITZPATRICK.

No. 61.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 30 August, 1860.*

SIR,

With reference to my letter (printed) of the 17th instant, drawing your attention to the circular letter from this office, respecting the probable expenditure of your department for the year 1861,—I am again directed to draw your attention thereto, and to request the favour of your early report in the matter. ^{25 May, 1860.}

I have, &c.,

MICHL. FITZPATRICK.

No. 62.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 30 August, 1860.*

SIR,

With reference to my letter (printed) of the 17th instant, drawing your attention to the circular letter from this office respecting the probable expenditure of your department for the year 1861,—I am again directed to draw your attention thereto, and to request the favour of your early report in the matter.

I have, &c.,

MICHL. FITZPATRICK.

No. 63.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
18 July, 1860.

SIR,

You are aware that three horses were allowed in department under my charge ; two for dray, one for saddle. I then thought that number sufficient. I found on leaving Liverpool that two saddle horses were necessary ; more so on arriving here. I bought another myself, and it died a short time back. I beg to request your permission to replace it ; not for my benefit, but as property of Government. The one I have cannot do all the work that is required, viz.,—daily rounds to flocks, twice a week to Paddy's River with and for letters, distance eighteen miles each time, obtaining provisions, &c.

I have, &c.,
C. LEDGER.

No. 64.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 8 August, 1860.

SIR,

With reference to your letter of the 18th ultimo, requesting permission to replace a horse which died a short time since, and which you represent as necessary for the performance of your duties as Superintendent of Alpacas,—I am directed to inform you, that the Secretary for Lands approves of your purchasing a horse to supply the place of the one you mention, but which is to be the property of the Government.

I have, &c.,
MICHL. FITZPATRICK.

No. 65.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
25 August, 1860.

SIR,

I have the honor to acknowledge receipt of your communication of 8th instant, in reference to salary I pay to superior shepherd. In my letter of 18th July ultimo, I endeavoured to explain why this man was paid a higher rate of wage than the other shepherds.

As Superintendent of Alpacas, I consider it my duty to select those under me for their efficiency, at rate of remuneration ruling in the country for similar service to theirs, without reference to merit acquired under previous service to me individually. It is this latter I endeavour to requite, not to one only but most all of them, out of my own resources.

I am most desirous to give satisfaction to all in authority over me. As my appointment will shortly be cancelled, I respectfully solicit your indulgence for my errors in judgment I may, most unintentionally, have committed.

I have, &c.,
C. LEDGER.

No. 66.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
1 September, 1860.

SIR,

I beg to congratulate you on your safe return to town in good health.

Dr. Mueller writes me from Melbourne, inviting me to visit their city and report on their Llama stock. I am very desirous of fully satisfying myself as to what the animals really are, as also of seeing that city. Will you be so kind as to allow me leave of absence for that purpose ; I would not apply for it were I not satisfied that nothing particular requires my presence here for a month or so.

By allowing the male Alpacas to go to Melbourne you open up a yearly demand for fresh pure males that only this country can supply. They must be got from this at any price, if in any way they wish (which they do in earnest) to carry on this breed to perfection.

In passing through Sydney I should be able to fill up the forms the Treasury and Auditor General require from me, and which I cannot satisfactorily do without being shewn how.

I am very confident the results will fully justify the with which you introduced the Bill for the purchase of the Alpacas, &c., by the Government.

I have, &c.,
C. LEDGER.

No. 67.

No. 67.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Department of Lands,
Sydney, 6 September, 1860.*

SIR,

With reference to your letter of the 1st instant, I am directed to inform you that, under the circumstances represented by you, the Secretary for Lands approves of your having leave of absence for the purpose of visiting Melbourne.

2. I am desired, however, to request that upon your arrival in Sydney you will lose no time in calling at this office, as Mr. Secretary Robertson is anxious to ascertain what arrangements (if any) can be made for the purchase by you of the whole stock of Alpacas.

I have, &c.,

MICHL FITZPATRICK.

No. 68.

UNDER COLONIAL SECRETARY, VICTORIA, to COLONIAL SECRETARY, NEW SOUTH WALES.

*Chief Secretary's Office,
Melbourne, 26 July, 1860.*

SIR,

I have the honor, by desire of the Chief Secretary, on behalf of this Government, to enquire whether the Government of New South Wales would be willing to part with two Alpaca Rams, from Mr. Ledger's Flock, on loan to the Melbourne Zoological Gardens.

I have, &c.,

J. MOORE,

Under Secretary.

No. 69.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 3 August, 1860.*

SIR,

I am directed to inform you that application has been made by the Government of Victoria for two Alpaca Rams, as a loan to the Melbourne Zoological Gardens; and to request the favour of your report in this matter.

I have, &c.,

MICHL. FITZPATRICK.

No. 70.

SUPERINTENDENT to SECRETARY FOR LANDS.

*Arthursleigh,
7 August, 1860.*

SIR,

I have the honor to acknowledge receipt of your communication 3rd instant, relating to application by the Government of Victoria for loan of two male Alpacas.

In reply, I beg to state, that in the flocks under my charge, the number of male Alpacas will readily admit of the application being acceded to, if the Government so order.

I have, &c.,

C. LEDGER.

No. 71.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 5 September, 1860.*

SIR,

With reference to your letter of the 7th ultimo, I am directed to inform you that the Secretary for Lands has authorized a compliance with the request of the Government of Victoria for the loan of two male Alpacas from the flock under your charge, and to request therefore that you will have them forwarded to Sydney, for shipment to Melbourne, by as early an opportunity as possible.

I have, &c.,

MICHL. FITZPATRICK.

P.S. You will have the goodness to notify to this Department the time when the animals may be expected to arrive in Sydney, in order that the Government of Victoria may be advised of the probable day of their shipment for Melbourne.

No. 72.

No. 72.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
15 September, 1860.

SIR,

I have the honor to state, in reply to your letters of the 5th and 6th instant, that I intend starting from this on the 19th; on the same day the two male Alpacas will commence their journey towards Sydney, for shipment there to Melbourne, in accordance with your instructions.

I will make it my first duty, on arrival at Sydney, to call at your Department.

I have, &c.,
C. LEDGER.

No. 73.

SUPERINTENDENT to SECRETARY FOR LANDS.

Pilfold's Hotel,
Sydney, 5 October, 1860.

SIR,

I have the honor to advise the safe arrival of the two Alpacas (destined for Melbourne) from Arthursleigh, and to inform you that they are now located on these premises.

I should have called personally on you, had I not been confined to my room by illness for the last few days.

I have, &c.,
C. LEDGER.

No. 74.

UNDER SECRETARY to COLONIAL SECRETARY, MELBOURNE.

Department of Lands,
Sydney, 5 September, 1860.

SIR,

In reference to your letter of the 26th July last, I am directed by the Secretary for Lands to inform you, that there will be no objection to a compliance with the request of the Victoria Government, to be furnished with two male Alpacas from the flock in this Colony, as a loan for the Melbourne Zoological Gardens.

2. A communication has accordingly been addressed to Mr. Ledger, Superintendent of the Alpacas, requesting him to have the animals forwarded to Sydney by as early an opportunity as possible; and I am to add, that the time of their probable arrival at Melbourne will be duly notified to you.

I have, &c.,
MICHL. FITZPATRICK.

No. 75.

DIRECTOR, ZOOLOGICAL GARDENS, MELBOURNE, to SECRETARY FOR LANDS.

Melbourne Horticultural and Zoological Garden,
5 November, 1860.

SIR,

I have been instructed by the gentlemen constituting the Committee of the Melbourne Zoological Garden, to convey to you their most grateful acknowledgment of your kindness in sanctioning the loan of two Alpacas belonging to the Government of New South Wales, for the improvement of the Llama flock of this establishment.

I have further to express our deep obligation to you for allowing Mr. Ledger to visit Melbourne for the purpose of inspecting our Llamas; the councils of that gentleman respecting the future management of our flock being valued by us as of the utmost importance.

I have, &c.,
FERDINAND MUELLER, M.D.,
Director, Horticultural Zoological Gardens.

No. 76.

No. 76.

UNDER SECRETARY to COLONIAL SECRETARY, VICTORIA.

*Department of Lands,
Sydney, 19 October, 1860.*

SIR,

Referring to my letter of the 5th ultimo, I am now directed to inform you that Mr. Ledger, Superintendent of Alpacas, proceeds to Melbourne, per "Wonga Wonga" steamer, on Saturday, 20th instant, taking with him the two male Alpacas intended for the .. Victorian Government, as a loan for the Melbourne Zoological Gardens.

I have, &c.,

MICHL. FITZPATRICK.

No. 77.

UNDER COLONIAL SECRETARY, VICTORIA, to COLONIAL SECRETARY, NEW SOUTH WALES.

*Chief Secretary's Office,
Melbourne, 7 November, 1860.*

SIR,

Adverting to a letter from the Department of Lands at Sydney, dated the 19th October, I have the honor, by desire of the Chief Secretary, in intimating the due arrival of the two male Alpacas referred to, to express his thanks, on behalf of the Government and the Committee of the Zoological Gardens at Melbourne, for the liberality of the New South Wales Government, in the loan of the two valuable animals to the Gardens.

I have, &c.,

J. MOORE,

Under Secretary.

No. 78.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 17 August, 1860.*

SIR,

The Secretary to the Treasury having reported that you have not yet furnished him with your statement of the cheques drawn by you, against the credits opened in your favour at the Bank of New South Wales, from March to July last inclusive, I am directed to request that you will have the goodness to forward them as early as possible.

I have, &c.,

MICHL. FITZPATRICK.

No. 79.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 14 September, 1860.*

SIR,

The Colonial Treasurer having stated that you have not yet furnished statements on account of the credits opened in your favour in the Bank of New South Wales, since the 20th March last, I am directed to draw your attention to the necessity of your forwarding the vouchers, &c., with a view to the adjustment of your accounts; and I am to request that you will cause the same to be sent in at your earliest convenience.

I have, &c.,

MICHL. FITZPATRICK.

No. 80.

No. 80.

SUPERINTENDENT to SECRETARY FOR LANDS.

Sydney,
10 October, 1860.

SIR,

I have the honor to lay before you note of Disbursements on account of the Alpacas, Llamas, &c. :—

	£	s.	d.
Paid for mare, &c.	17	10	0
„ rent of pasture; putting up hut	40	0	0
„ for stationery, stamps, &c.	3	0	0
„ for 120 $\frac{1}{2}$ lbs. lard, at different times, ointment for smearing	6	0	9
„ for freight from Sydney of sundries	1	0	3
„ for shoeing horses, 16s.; two spades, 12s.	1	8	0
„ for putting up 39 furlongs fencing	1	14	2
„ for oil of turpentine and juniper, for ointment	5	10	10
„ for shoeing 2 horses	0	16	0
„ for nails, for enclosure	0	10	0
„ for 92 lbs. rock salt	0	11	6
	£78	1	6

I beg to solicit your approval of above, and that you will please to order credit be opened for said sum of seventy-eight pounds one shilling and sixpence, in my favour.

I have, &c.,
C. LEDGER.

No. 81.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 26 October, 1860.

SIR,

Referring to your letter of the 10th instant, respecting your disbursements on account of the Alpacas, amounting to £78 1s. 6d., I am directed to instruct you to send the vouchers for these items to the Auditor General.

I have, &c.,
MICHEL FITZPATRICK.

No. 82.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
5 September, 1860.

SIR,

I have the honor to acknowledge receipt of circular, dated 30th ultimo, respecting the probable expenditure of my department for 1861.

I was under the impression that my acquiescence to the terms proposed to me by Messrs. Montefiore and Mort, on 3rd July last, would have obviated the necessity of my forming estimate of expenses for the coming year.

In my letter of 30th June, I stated that, on permanently locating the Alpacas Llamas, &c., it is my opinion the requirements will be,—

- Cottage for Superintendent;
- Four huts for shepherds, with yards adjoining;
- Four paddocks for separating males, weaners, &c.;
- One large yard, with six divisions;
- One stable, with three stalls;
- One shed for dray, &c.

The cost of the above will entirely depend on the value of labour at time and place of erecting them; according to present rate I estimate the cost at £800.

The number of shepherds now employed could be reduced by two on permanently settling the flocks.

I have, &c.,
C. LEDGER.

No. 83.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
5 September, 1860.

SIR,

I have the honor to state, in reply to circular of August 30th ultimo, that the probable yield of wool will be 3,000 lbs. in 1861, and worth about two hundred and fifty pounds.

I have, &c.,
C. LEDGER.

No. 84.

SUPERINTENDENT to SECRETARY FOR LANDS.

Sydney,
14 November, 1860.

SIR,

I have the honor to inform you, from letters received from Arthursleigh, that the Alpacas, Llamas, &c., are thriving extremely well.

It is necessary my return there to carry out the proper intermingling of the males with the females from the 1st of December next, and I beg to request your instructions thereto relating.

Having handed in all my accounts and vouchers in conformity with your orders* to the office of the Auditor General, I beg you will please to open a special credit for me wherewith to meet the payment of pasturage up to 31st December, and other expenses incurred, say for eighty or one hundred pounds. Respectfully awaiting your orders as to the arrangement initiated by Messrs. Montefiore and Mort, on my behalf, for the re-purchase, &c., of the animals, I beg to express the hope that such will be carried out, so as to allow of my permanently locating the animals previous to the proper season for moving them passes.

I have, &c.,
C. LEDGER.

No. 85.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 23 November, 1860.

SIR,

I am directed to inform you that, in accordance with the request contained in your letter of the 14th instant, the Secretary for Finance and Trade has been requested to cause the amount of one hundred pounds to be placed to your credit in the Bank of New South Wales, to enable you to make the necessary payment of the pasturage of the Alpacas up to the 31st December next.

I have, &c.,
MICHL. FITZPATRICK.

No. 86.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
10 December, 1860.

SIR,

I have the honor to inform you that on my arrival here a few days ago, and after a thorough and minute examination of all the animals composing three flocks of Alpacas, Llamas, &c., under my charge, I am with great satisfaction able to say that they are thriving admirably.

The number of animals is, at date, three hundred and eleven.

I have, &c.,
C. LEDGER.

No. 87.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
2 January, 1861.

SIR,

I have the honor to inform you that the Alpacas, Llamas, &c., under my charge, are thriving well.

There

There are now three hundred and twenty-seven in all.

I have to report the death of two female Llamas from age, and one male Alpaca from accidental drowning in water-hole of the Wollondilly River.

I have had to put a boy on to assist in tending flocks during lambing and rutting; this is only a temporary assistance.

I have, &c.,
C. LEDGER.

No. 88.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
7 February, 1861.

SIR,

I have the honor to inform you that the Alpacas, Llamas, &c., under my charge are thriving, and the number at date is three hundred and forty-nine in all.

The lambing for this season will be concluded by the 15th proximo, by further increase of twenty to twenty-five lambs.

I have, &c.,
C. LEDGER.

No. 89.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
12 February, 1861.

SIR,

Having been laid up for nearly a month by serious indisposition, and although at present convalescent, I am anxious to obtain superior medical advice. I beg therefore to request leave of absence, so as to go to Sydney in quest thereof.

I have, &c.,
C. LEDGER.

No. 90.

UNDER SECRETARY to SUPERINTENDENT.

Department of Lands,
Sydney, 26 February, 1861.

SIR,

Referring to your letter of the 12th instant, applying for leave of absence to proceed to Sydney for the purpose of obtaining superior medical advice, I am directed to inform you that your application has been approved.

I have, &c.,
MICHL. FITZPATRICK.

No. 91.

SUPERINTENDENT to SECRETARY FOR LANDS.

Arthursleigh,
28 February, 1861.

SIR,

I have the honor to inform you that under this date the remainder of the South American shepherds have been paid off; they are about returning to their own country. At this time last year when the others left, I experienced some difficulty in getting the three remaining to engage for another year. I then, in anticipation of their departure, commenced instructing Europeans how to tend the flocks; and consequently, at present they are as well tended as ever, by the following, viz. :—

Overseer, James Alexander, formerly classed as superior shepherd, 2½ years with the flocks.

Shepherd, John Nesbitt, 13 months.

Ditto, Henry Ledger, 12 months.

Ditto, Arthur Ledger, 3 months.

Ditto, John Rowe, 1 month.

The above-mentioned have been acquiring practical experience in the management of the Alpaca under my superintendence, most willingly aided by the late overseer and the two shepherds, during the time stated.

With the exception of John Rowe, who I had to allow one month's salary and rations to (five pounds), whilst learning how to tend the flock he now has in charge, no extra expense has been incurred.

The above disbursement of five pounds, and fifteen for three months payment to extra hands during the lambing and rutting season, I trust will meet with your approval.

I beg to call your attention to the saving of one hundred and forty pounds per annum, under the item of salaries, by reducing the number of shepherds from eight to four.

I consider it my duty to respectfully recommend the late overseer, Pedro Cabrera, and the two shepherds, to the consideration of the Government, as worthy of some pecuniary acknowledgment over and above their salaries. During the hazardous prosecution of my enterprise, these men (for eight years) have shewn great fidelity, under strong temptations from the Bolivian Authorities to abandon me; which had they been prevailed upon to do the undertaking must have signally failed. I am convinced also, that liberality by the Government on present occasion would be of great importance, and of beneficial results to all British subjects resident in those countries; it would stimulate the natives to assist them in their enterprises, and its moral effects would be to raise the English name still higher in their estimation.

Cabrera for the last year has been most painstaking, particularly so in teaching the present shepherds the proper management of the Alpaca in all its details; and, as the sum voted by the Honorable the Legislative Assembly for the management of Alpacas has not been expended, I trust the Government will permit my distributing among the three the sum of fifty pounds, in its name.

I have, &c.,
C. LEDGER.

No. 92.

UNDER SECRETARY to SUPERINTENDENT.

*Department of Lands,
Sydney, 12 April, 1861.*

SIR.

With reference to your letter of the 28th February last, in which you recommend that, in addition to the salaries of the late overseer of Alpacas (Pedro Cabrera) and two shepherds, some pecuniary remuneration should be made to them for their long and faithful services during the time spent by you in obtaining these animals,—I am directed by the Secretary for Lands to inform you, that, in accordance with your suggestion, the Government have authorized the distribution, by you, among the three men in question, of the sum of fifty pounds, which amount the Colonial Treasurer has accordingly been requested to have placed to your credit in the Bank of New South Wales.

I have, &c.,
MICHL. FITZPATRICK.

No. 93.

TELEGRAM to Superintendent, from Melbourne.

From Melbourne, 16 May, 1861. From Geo. Dill, *Argus*, to C. Ledger, Esq.

INSTEAD of writing, the Acclimatisation Society Committee will be glad for you to come here for eight or ten days, expenses paid. Reply when you can come.

No. 94.

J. H. ATKINSON, ESQ., M.L.A., to SECRETARY FOR LANDS.

17 May, 1861.

DEAR ROBERTSON,

Will you kindly grant Ledger leave of absence to go to Melbourne, to receive the compliment intended to be paid him by the Acclimatisation Society. Your answer, please, will oblige—

Yours faithfully,
J. H. ATKINSON.

No. 95.

UNDER SECRETARY to J. H. ATKINSON, ESQ., M. L. A.

*Department of Lands,
Sydney, 20 May, 1861.*

SIR,

I am directed to inform you that, in accordance with the request contained in your letter of the 17th instant, the Secretary for Lands has approved of leave of absence being granted to Mr. Charles Ledger, Superintendent of Alpacas, for the purpose of attending at Melbourne, to receive the compliment intended to be paid him by the Acclimatisation Society of Victoria.

I have, &c.,
MICHL. FITZPATRICK.

No. 96.

SUPERINTENDENT to SECRETARY FOR LANDS.

SIR,

Sydney,
16 May, 1861.

I beg to request you will please to open a credit for me of one hundred pounds, wherewith to meet the payment of pasturage and rent, as also other expenses incurred in the management of the Alpacas, &c. I beg to inform you that all prior credits have been accounted for to office of Auditor General.

I have, &c.,
C. LEDGER.

No. 97.

UNDER SECRETARY to SUPERINTENDENT.

SIR,

Department of Lands,
Sydney, 29 May, 1861.

In accordance with the request contained in your letter of the 16th instant, I am directed to inform you that a cash credit has been opened in your favour in the Bank of New South Wales, for the sum of one hundred pounds, for the payment of rent, &c., on account of the flock under your charge.

I have, &c.,
MICHL. FITZPATRICK.

No. 98.

SUPERINTENDENT to SECRETARY FOR LANDS.

SIR,

Sydney,
25 June, 1861.

I have the honor to submit to you, for your approbation, the following:—

The acclimatisation of the Alpaca in Australia being fully established, and its value as a wool-producing animal undisputed, I am desirous that its meat also should receive the test of public approval or disapproval.

I think it due to the Colony, and to the Government, that every exertion on my part be offered to present this new germ of future wealth, under all its phases, before the World, at the approaching Exhibition of 1862 to be held in London.

I therefore respectfully request your permission to select such animals from out of those born in the Colony as I may think proper, from the flocks under my charge, say six or eight, and have them killed.

The skins to be stuffed, and forwarded to the Exhibition—thus shewing the different stages of breeding.

The meat to be forwarded to Sydney, distributed among the Clubs, private parties, and the public; its merits or demerits to be freely commented on.

The tallow to be put in glass vessels of large size; this, with certificate as to public opinion respecting the meat, to accompany the stuffed animals that produced them.

I beg to state that no female animals would be destroyed; and, with the exception of one pure male Alpaca, the rest would be cross-bred males, of no use whatever for breeding from.

I have, &c.,
C. LEDGER.

No. 99.

UNDER SECRETARY to SUPERINTENDENT.

SIR,

Department of Lands,
Sydney, 10 July, 1861.

In acknowledging the receipt of your letter of the 25th ultimo, I am directed to inform you, that the Government have approved of the proposition therein contained, for killing six or eight of the Alpacas, for the purposes mentioned by you; and that the meat is to be placed, on its arrival in Sydney, at the disposal of this department.

I have, &c.,
MICHL. FITZPATRICK.

1861.

Legislative Assembly.

NEW SOUTH WALES.

TANNERS AND CURRIERS.

(PETITION OF MARY LOUISA WATT.)

Ordered by the Legislative Assembly to be Printed, 27 September, 1861.

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

The Petition of Mary Louisa Watt, of Phillip-street, in the said Colony, Widow,—

RESPECTFULLY SHEWETH:—

That your Petitioner is the widow of the late Hercules Watt, of Phillip-street, Sydney.

That the said Hercules Watt petitioned your Honorable House, during the last Session of Parliament, for relief, in consequence of severe injury and loss sustained by him through the operation of the Act 13 Vic., No. 42, as it relates to the closing of tan-yards within the City of Sydney.

That, by the death of the said Hercules Watt, your Petitioner has become personally involved in the affairs of her late husband, and is now suffering great distress from the circumstances as more fully set forth in the Petition of the said Hercules Watt above referred to.

Your Petitioner, therefore, humbly prays your Honorable House to take the premises into favourable consideration, and to grant to your Petitioner such relief as to your Honorable House may seem fit.

And your Petitioner, as in duty bound, will ever pray, &c., &c.

MARY LOUISA WATT.

1861.

Legislative Assembly.

NEW SOUTH WALES.

REVEREND W. B. CLARKE.

REPORT

FROM THE

SELECT COMMITTEE

ON THE

SERVICES OF THE REV. W. B. CLARKE;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
18 October, 1861.

SYDNEY :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1861.

[Price, 2d.]

89--A

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 12. FRIDAY, 20 SEPTEMBER, 1861.

13. Reverend W. B. Clarke :—Mr. Shepherd moved, pursuant to *amended* notice,—
- (1.) That a Select Committee be appointed to consider and report upon the Evidence taken before a Select Committee of the Legislative Assembly, appointed on the 12th of March last, having reference to the services of the Reverend W. B. Clarke, in developing the great mineral resources of this Colony.
- (2.) That such Committee consist of the following Members, Mr. Mate, Mr. Forster, Mr. Sadleir, Mr. Cowper, Mr. Walker, Mr. Lackey, Mr. Holt, Mr. Wilson, Mr. Hoskins, and the Mover.
- Question put and passed.
-

VOTES No. 27. FRIDAY, 18 OCTOBER, 1861.

3. Reverend W. B. Clarke :—Mr. Shepherd, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, the Select Committee, to whom it was referred, on the 20th September last, to consider and report upon the Evidence taken before a Select Committee of the Legislative Assembly, appointed on the 12th March last, having reference to the services of the Reverend W. B. Clarke, in developing the great Mineral resources of the Colony.
- Ordered to be printed.
-

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1861.

 REVEREND W. B. CLARKE.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 20th September, "to consider and report upon the Evidence taken before a Select Committee of the Legislative Assembly, appointed on the 12th March last, having reference to the services of the Rev. W. B. Clarke, in developing the great mineral resources of this Colony," have agreed to the following Report:—

Your Committee are of opinion, that the Reverend W. B. Clarke has, during the last twenty-two years, by his scientific investigations and researches as a geologist and mineralogist, rendered great and important public services, as will be seen by the Evidence taken before the Select Committee of last Session.

For those services your Committee are of opinion that no sufficient acknowledgment has been made; and they learn with considerable regret that Mr. Clarke's advanced age and increasing infirmities, aggravated, it is only reasonable to suppose, by a long course of scientific labours, render it improbable that he should continue much longer capable of active service, whether in the exercise of scientific or professional functions.

Your Committee are also strongly of opinion that, considering how much his various labours have contributed both to the honour and material interests of the Colony, and the comparatively small remuneration he has received, it would be discreditable to New South Wales, if, from the want of any adequate reward for the labours which he has devoted to the Colony, he should be subjected to privation.

Your Committee therefore recommend that the services so rendered by Mr. Clarke should receive from the Government that just and liberal recognition which they undoubtedly merit.

ISAAC SHEPHERD,
Chairman.

*Legislative Assembly Chamber,
Sydney, 17 October, 1861.*

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 24 SEPTEMBER, 1861.

MEMBERS PRESENT :—

None.

The Committee having been convened by direction of the Mover (Mr. Shepherd),—
In the absence of a Quorum, at *half-past Eleven* o'clock, the meeting lapsed.

FRIDAY, 27 SEPTEMBER, 1861.

MEMBERS PRESENT :—

Mr. Forster,	|	Mr. Sadleir,
Mr. Hoskins,	|	Mr. Shepherd,
Mr. Mate,	|	Mr. Wilson.

I. Shepherd, Esq., called to the Chair.

Printed copies of the Evidence taken during the last Session, in reference to the
Claims of the Rev. W. B. Clarke,—upon the Table.
Committee deliberated.

[Adjourned till Wednesday, 9th October, at *Eleven* o'clock.]

WEDNESDAY, 9 OCTOBER, 1861.

MEMBERS PRESENT :—

I. Shepherd, Esq., in the Chair.

Mr. Forster,	|	Mr. Lackey,
Mr. Hoskins,	|	Mr. Mate,
	|	Mr. Sadleir.

Committee deliberated.

The Chairman laid before the Committee a Draft Report.

Chairman's Draft of Report read.

Committee deliberated, suggesting certain amendments.

[Adjourned till Friday, 11th instant, at a quarter to *Twelve* o'clock.]

FRIDAY, 11 OCTOBER, 1861.

MEMBERS PRESENT :—

I. Shepherd, Esq., in the Chair.

Mr. Forster,	|	Mr. Mate,
Mr. Holt,	|	Mr. Sadleir,
Mr. Hoskins,	|	Mr. Wilson.

The Chairman submitted to the Committee an amended Draft Report.

Same read and considered.

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

Amendment proposed (*Mr. Forster*), to omit all the words after "Draft" and insert
as follows :—(That the Draft) "be amended by the insertion of the following between the two
last paragraphs, viz. :—

"Your Committee, moreover, cannot avoid pointing out, what they learn with
"considerable regret, that Mr. Clarke's advanced age and increasing infirmi-
"ties, aggravated, it is only reasonable to suppose, by a long course of scien-
"tific labour, render it improbable that he should continue much longer
"capable of active service, whether in the exercise of scientific or professional
"functions. And your Committee are strongly of opinion, that, considering
"Mr. Clarke's high, and it may be said, universal reputation—all the
"Reverend gentleman has actually accomplished, and enabled others to
"accomplish, in one of the noblest and at the same time the most practical
"of sciences—how much his various labours have contributed, both to the
"honour and material interests of the Colony—and the comparatively small
"remuneration he has received—it would be in the highest degree discredit-
"able to New South Wales, if the remaining years of Mr. Clarke's life were
"subject to be in the least embittered by the prospects of pecuniary difficulty."

Committee deliberated.

Question,—

Question,—That the words proposed to be omitted, stand part of the *Question*,—*negatived*.

Question,—That the words proposed to be inserted, be so inserted,—*agreed to*.

Main Question agreed to, and Report amended.

Committee further deliberated.

Motion made (*Mr. Hoskins*) and *Question*,—That the Report, as now amended, be printed and circulated prior to the next sitting,—*agreed to*.

[Adjourned till Thursday, 17th instant, at *Twelve o'clock*.]

THURSDAY, 17 OCTOBER, 1861.

MEMBERS PRESENT :—

I. Shepherd, Esq., in the Chair.

Mr. Cowper,	|	Mr. Hoskins,
Mr. Forster,	|	Mr. Lackey,
Mr. Holt,	|	Mr. Mate.

Committee deliberated.

The Chairman produced a printed copy of the proposed Report, containing further amendments for consideration.

Report, as proposed to be revised, read and considered.

It was Resolved unanimously,—

That the Draft Report, as now read, be the Report of this Committee.

Chairman requested to bring up the same.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MATRIMONIAL CAUSES BILL.

(ROMAN CATHOLIC ARCHBISHOP OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 14 November, 1861.

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

The Petition of the undersigned, the Roman Catholic Archbishop of Sydney,—

HUMBLY SHEWETH:—

1. That your Petitioner has seen with regret and alarm the progress of the "Matrimonial Causes Bill" presently before your Honorable House.

2. That your Petitioner is most firmly convinced that increased facilities for obtaining divorce have resulted, and always will result, in deplorable injury to public morality, and to the permanency of those family relations which lie at the base of all Christian civilization.

3. That the Law already in existence, by which provision is made for separation "*a mensa et thoro*," gives all the relief that can be properly desired.

4. That, for the Roman Catholic population of this country, the measures of the proposed Bill would be useless and pernicious; useless because they do not believe the *vinculum* of Matrimony to be in any case dissoluble, and pernicious, because legal facilities for divorce *quoad vinculum* would practically offer to the unworthy members of their community an incentive to bad conduct, and a premium for the violation of their conscience.

5. That the indissolubility of the *vinculum* of Matrimony is amongst Roman Catholics not a matter of opinion, but a received dogma of the Christian faith, and a denial of it by anyone would be tantamount to a renunciation of his religion.

6. That in the case, therefore, of mixed marriages—*i. e.*, of Catholics with Protestants—the operation of the Bill in question would be especially oppressive to the conscientious Roman Catholic, who would remain bound, whilst the partner would be at liberty, by Law, to form a new connexion.

7. That the Roman Catholics of the Colony being, as is shewn by the last Census, one-third part of the entire population, your Petitioner feels himself justified in respectfully expressing his confident hope that, in the decisions of your Honorable House, their religious feelings and belief will, in this matter, be duly regarded.

Your Petitioner, therefore, for himself and on behalf of the whole Roman Catholic population, humbly prays that the Bill known as the Matrimonial Causes Bill may not pass.

+ J. B. POLDING,
Sydney.

1861.

NEW SOUTH WALES.

ACCLIMATISING AND PROPAGATING SALMON.

(REPORT ON THE SUITABILITY OF CERTAIN RIVERS OF THE COLONY FOR THE PURPOSE OF.)

Presented to both Houses of Parliament, by Command.

ALEXANDER BLACK, ESQ., to SECRETARY FOR LANDS.

Sydney, 22 September, 1861.

SIR,

In compliance with instructions received on the 27th May, I have the honor to submit the following *Report on the suitability of certain Rivers of this Colony for the purpose of acclimatising and propagating Salmon.*

The instructions given to me contemplated only a survey of the Rivers Snowy and Shoalhaven. But having obtained information, during my journey, that several of the rivers flowing to the eastward from the coast range were likely to afford greater facilities (on account of their shorter course, and proximity to seaports) for the formation of breeding-ponds, I thought that I should not be carrying out the spirit of my instructions, if I did not extend my examination to embrace all the rivers referred to. I was more especially induced to follow this course, as the sum voted was placed entirely at my disposal, for the purpose of permitting me to fulfil the design of the vote in the way in which I conceived to be most conducive to the interests of the Colony. This course has, however, somewhat increased the cost of the survey; but I trust that the complete nature of the examination will justify my expectations, that the plan which I have pursued will merit the approval of the Government.

As it appears to me to be the most convenient, I propose to submit the information which I have obtained, in the narrative style.

On the 27th May I received instructions to commence the survey of the rivers mentioned, and forthwith I prepared for the journey; but a circumstance over which I had no control delayed my departure from Sydney until the 17th June, when I sailed by steamer to Merimbula, where, by the kindness of Mr. Manning, of Kamaruka, I was furnished with information, and with letters of introduction to gentlemen residing on my line of route. I may here mention that all classes of people in the country through which I passed, when the nature of my employment was made known to them, evinced the most lively interest in its success; communicating freely the information which they possessed, and uniformly treating me with courteous hospitality.

On the 20th I left Kamaruka for Bibenluke, at the foot of the mountain range, which ascends to the height of nearly 3,000 feet above the level of the sea, and bounds the elevated land of Monaroo on the coast side; I crossed the Tantawangalo, whose temperature is 40 degrees—a fine clear pebbly rivulet, tributary to the Bega. Ascending the steep range the temperature very sensibly decreased, until entering on the table land beyond, late on a clear frosty afternoon, the change was barely endurable; especially as we had to walk slowly, on account of the difficulty which was experienced of conveying the canoe without damage on the pack-horse.

Late in the evening I arrived at Mr. Windeyer's Station, Bibenluke. The homestead stands on the right bank of the Bombala, a tributary of the Delegate.

Inasmuch as the principal streams of Monaroo flow through the same kind of country, have the same general aspect, and possess nearly the same temperature, the greater number being tributary to the Delegate, the following description will apply to the whole.

They rise in the mountain ranges which surround and intersect the table land, and running part of their course through a trap soil retain a tinge of its colour, as they continue to flow briskly on over a fine shingly bottom, pleasant pebbly fords, and through long deep quiet reaches, to join the Delegate before it enters the limestone country. Here it forms into deep rocky pools, and sprightly little falls, pursuing its way tortuously, but hitherto in comparative quietness, between pleasantly undulating banks, until it enters the granite fissure which forms its bed through the mountain bank of the Snowy. It runs here with foaming turbulence a short and rapid course to its confluence with that river, three miles below the junction of the MacLaughlan Rivulet.

This beautiful stream and its affluents, although bearing a close resemblance to the most productive Salmon and Trout streams of Scotland, afford now a home only for the eel and the platypus. Even aquatic birds are more rare here than in other countries; yet the temperature of the climate and water of this elevated region, from the Snowy Mountains on the south to the Shoalhaven on the north, differs little from that of the native habitat of the Salmon. From 22nd June until 2nd August, the average temperature of these waters was 41 degrees, whilst during the same period the mean shade temperature was 38 degrees. It was often as low as 22 degrees; and, on the night of June the 7th, the mercury fell at Bombala to 20 degrees, and ice formed an inch and half thick on the river.

I am informed by Messrs. Windeyer and Boucher (the latter gentleman having for many years bestowed great attention to the meteorological condition of Monaroo), that seven months of the year are subject to severe frosts and wintry storms of long duration; and even during the five months of summer, storms of hail and blighting frosts are of too frequent occurrence. No doubt these are baneful visitations to the farmer, destroying fruit and seriously injuring the maize and cereal crops; yet the same circumstance will greatly tend to maintain a low temperature of water during summer in the whole of the river system of this district, viz., in the Snowy, Shoalhaven, Murray, and their affluents, and also in the Bega, Tuross, Moruya, and in the Clyde, which have their source in the mountains forming its eastern boundary. Thence the latter streams descending more than two thousand feet in a course of only twenty or thirty miles, cannot be materially increased in temperature during that short rapid journey to the sea. The similarity of temperature referred to will be clearly shown hereafter by a comparative table of temperatures.

Accompanied by Mr. Windeyer, I proceeded on the 20th to the Snowy, in order to ascertain the possibility of conveying the canoe thither. The country being so rugged, and the rapids so dangerous, Mr. Windeyer deemed it impossible. However, although the appearance of the country and river was anything but promising, I determined to try it. This course also was in a measure forced upon me by an opinion prevalent throughout Monaroo, (founded, however, on the evidence of aboriginals alone, as no white man is said to have penetrated into that region), that a stupendous Fall existed somewhere in the locality, marked inaccessible on the Survey Map. Had this Fall existed, an insuperable barrier would have ever been presented to the introduction of Salmon into the Upper Snowy and its affluents.

Having returned to Bombala, and provided myself with the necessary outfit for accomplishing the projected voyage, I again reached the Snowy on the 28th, and forthwith commenced my task.

In six days I had succeeded in penetrating only twenty-five miles into this *terra incognita*, by means of the canoe; shooting some rapids after the manner of the American Indians, and passing those more difficult by carrying on our shoulders the canoe and baggage. This not only proved a most arduous, but a dangerous undertaking. Had our feet slipped on the glassy surface of the sloping water-worn granite, we should have been plunged into the boiling torrent below. The country was becoming more difficult of access, the rapids longer and more dangerous; my men also were becoming rather nervous, although I invariably shot the rapids alone; I was therefore constrained, much against my will, to abandon the idea of tracing the river further by means of the canoe. Accordingly, at the head of a long, impassable rapid, beyond which it would have been a work of extreme toil and danger to have conveyed the canoe, we camped. The following morning I proceeded alone, on foot, to examine the remaining portion of this unknown country, which I accomplished by tracing the river as far as Great Popong Creek.

Within this space there are no Falls, but a succession of dangerous rapids, tumbling with foaming violence down narrow water-worn fissures, cleft in the naked bed of granite, often not exceeding twenty feet in width; then rushing between, over, and under huge masses of granite, which have fallen from the decomposing sides of mountains rising nearly vertically three thousand feet above the bed of the river. This chasm no where exceeds half a mile in width—a sterile, gloomy, inconceivably rugged country. Occasionally the whirr of a disturbed quail would give token of the existence of animal life; but beyond this, and an occasional track of the black ant, no other sign of living thing drew my attention.

Having returned to the camp, and seeing the impossibility of conveying our baggage up these precipitous ranges, I reluctantly abandoned provisions, equipment, and canoe, to their fate.

Returning by way of Langhorn's Station to Bombala, I discharged my men, and started alone to Buckley's Crossing, in order to continue the examination of the Snowy. July 12th and 13th, I examined that portion lying below the point mentioned, and up to its tributary the Moamba. Perhaps the whole of this distance, nearly fifty miles by the meandering of the river, from the Moamba to the Maclaughlan Rivulet—whether considering its temperature, its fitness for the propagation of any of the genus *Salmo*, for angling, or for net fishing—it is not excelled in appearance by the most celebrated salmon-producing rivers of Britain, viz., the Spey, Tay, Tweed, Tyne, Severn, nor the Shannon; and in June, July, and August, it contains a greater volume of water than either of the above-named rivers. On the 12th and 13th July its temperature was 38.5 degrees, that of the Moamba 36 degrees; air in shade, 7 a.m., 26 degrees; noon, 39 degrees; 3 p.m., 36 degrees. Snow was lying on sheltered places on the plain; the weather was gloomy and threatening, snow falling heavily on the uplands.

Passing by way of Ingebyra, I descended the spur called Jacob's Point into the bed of the Snowy, and recommenced its examination at the spot to which I had already traced it. Keeping the right bank, I paused to examine the Jacob and Pinch Rivulets, which flow a short and rapid course from the Australian Alps, now snow-clad, into the Snowy, ten or fifteen miles north of the Victorian boundary.

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The angle of junction formed by both these streams with the Snowy affords about five acres of level land, which appears, by the evidence of the drift of the river, to be above the highest point of inundation. Temperature of the rivulets, 40 degrees; Snowy, 39 degrees. At some future period, when an arrangement can be made with the Victorian Government for stocking this valuable river with Salmon, the spots indicated will be found the only eligible ground on the Snowy for the construction of breeding ponds.

The river here is altogether changed in appearance from what I have already described. The bed is wider, the mountains are not so precipitous, the rapids are of rarer occurrence, and descend more gradually; at short intervals there are long tranquil reaches, interspersed with grassy islets, succeeded by shingly fords; whilst here and there, where granite ledges dip into its bed, it assumes somewhat of its former turbulent aspect. These features it preserves to where it issues from the coast mountain range; from thence to the sea, about thirty miles, it pursues its way swiftly, yet tranquilly, between beautifully undulating and fertile banks, broad, deep, but not clear, the water being dull and opalescent, from holding in solution so much inorganic matter. Innumerable minute glittering scales are visible, which bear a very close resemblance to hydrated protoxide of lead when held in solution by rain water. Although it drinks agreeably, yet, on account of its opacity, it is not employed for the purpose of washing butter at Mr. Macleod's river station. It is here 200 yards wide, and flowing fully from bank to bank at a uniform rate of three and a half miles per hour. Its depth varies from five to eleven feet—at its lowest stage it is probably three feet less depth. While in floods there is abundant evidence of its having risen more than forty feet, overspreading the banks, and, as in the case of the Gundagai flood, overwhelming by a stratum of sand and pebbles four or five feet in depth many thousand acres of Macleod's grazing land, about six miles below the station it passes a lake-like river—the Broadrib. Here the tide is perceptible. Flowing onward, it passes the narrow entrance to a shallow brackish lake on either hand. These are the abode of numerous aquatic fowl; and finally, running on to a narrow range of sandhills which form the sea beach it abruptly turns to the left round an elevated level promontory, assuming a lagoon form of a mile wide and two to three miles long. It then turns suddenly to the right, and flows nearly south through the before-mentioned narrow sandy beach, in a channel broad, deep, and free from impediment; a cable's length wide, two fathoms deep, decreasing to six and half feet on the bar at low-water spring tides. All round the estuary and beach outside is admirably adapted for fishing purposes. The temperature of the water at the entrance was 47 degrees; on the beach outside, 51 degrees; at the station, 43 degrees. The increase of the temperature of the fresh water, I believe to be owing to the large quantity of rain water poured in from the flooded rivers east of the Black Mountain. It rained incessantly fourteen days; the ground was quite saturated; while during the same period not a drop of rain fell west of the said mountain, nor on the plains of Monaroo. By the zealous aid of Mr. J. Macleod, of Buchan, I was enabled to complete the examination of the Snowy in a satisfactory manner.

I returned by Buchan, by Galantaby, crossed the Snowy at Didic, and passed through Bombala on my way to Kamaruka, in order to examine the rivers which have their source in the mountain range lying south of the Shoalhaven, and bounding the table land of Monaroo. Inasmuch as I have already mentioned that the whole of this mountainous district possess nearly the same meteorological features, nothing further need be said on this point. I shall therefore confine myself to a short description of the physical aspect of each river in the order which they were examined.

The Bega, under the name of the Bembuka, with its affluent the Brogo (which pursues circuitously a north-easterly course), rises near the Nimitibel Mountain, and over a direct line of twenty-five miles to the sea, flows meandering through an elevated but open and undulating country, over rocky bed, gravelly shallows, and deep sandy sheltered pools; its water as lucid, but larger in volume, and similar in general appearance to the Avon—a tributary which empties itself into the Spey at Ballandallach, celebrated throughout Britain for the beauty and size of its Salmon and sea trout, and the superior transparency of its water. Increased by the Tantawangala, and other tributaries, it is joined by the Brogo in the township of Bega, whence its name is derived. A short distance below the junction it enters the tidal water of an expansive estuary, which communicates with the sea by a channel six miles from Bega, and thirteen north of Merimbula. It is bounded on the north by a high rocky point; on the south by the point of a low sandy beach, which affords on both sides good ground for pursuing Salmon fishing by all of its appliances. On the 4th of September, at Kamaruka, the shade temperature of the air was, at 7 a.m., 29 degrees; Bega, at noon, 52 degrees; 3 p.m., 46 degrees. The temperature of the water at the confluence of the Tantawangala 42 degrees. This is an eligible spot for the formation of breeding ponds. There is also another place fitted for this purpose about six miles further up the Bembuka on a level grassy meadow, at the termination of a rapid, which is well sheltered from the sun by impending rocks. This river is as large as the Don, Findhorn, Ness, in Scotland; the Dee, the Ribble, in England; the Bann, the Lee, the Laune, in Ireland; and larger than many other very productive and valuable Salmon streams in Britain.

The Tuross is the same size as the Bega, but not so transparent; its bed is more gravelly, and it flows through a country broken into steep, densely wooded ranges; thence it issues into a fine open alluvial country, and enters its estuary a little above Bodalla. The Gulph diggings are three miles from the banks of this river, on a flat, through which runs a small tributary, whose water is made quite thick by washing for gold. Unlike the other streams which I have observed where gold is washed, the mud subsides, or becomes partially filtered, imparting no perceptible tinge to the main stream. The mouth of the estuary affords excellent fishing ground. It also forms a safe and commodious harbour, entered by

a bar channel, which is neither intricate, nor difficult of access to small craft. At the first quarter flood I found six and half feet on the bar. On the 12th August, the temperature of the river was 44 degrees; estuary at Bodalla, 50 degrees; on the bar, 55 degrees.

The Moruya is not quite so large as the Tuross, but in character it is similar. At present, however, it is quite muddy from the effects of gold washing. Its temperature, September 15th, 48 degrees; Burra Rivulet, quite clear, a tributary, 46 degrees; estuary at the ferry, 55 degrees.

The Clyde, unlike the rivers already described, pursues a southerly course, parallel to and near the coast, until it enters its estuary, twenty miles above Nelligen. This is a beautiful stream, not so rapid as either of the others, but in August containing a larger volume of water. In fine, whilst the others possess all the characteristic features of the lively, rapid mountain rivers of Scotland, the Clyde is a true illustration of an English Salmon stream, such as the Severn; with lake-like pools in it of great depth, and well sheltered, where, in the lower stratum of water, a cool retreat will be afforded to the fish during the sultry summer weather. On the 18th of August the temperature of the water was 48 degrees; of the Currowan Rivulet, 46 degrees. This beautiful limpid gravelly brook is crossed by the road to Braidwood, fourteen miles from its entrance into the estuary of the Clyde, whose temperature at Nelligen was 54 degrees.

From the Clyde I went on to Braidwood, and journeying down thence, examining the river Shoalhaven and its affluents, I walked through some miles of the gullies. Thence, proceeding by way of Nowra to the highest point attained by the tide, at Mr. Thomson's station, Burrima, I traced the river upward. I find, by this examination, that with respect to acclimatizing Salmon, the Shoalhaven and its tributaries are similar in character to the Snowy and its affluents, inasmuch as the upper portion of both rivers possess all the physical requirements necessary for the purpose of naturalizing and propagating any member of the genus Salmon; but I am of opinion that the rapids of the gullies of this, as well as the rapids of the inaccessible portion of the Snowy, are too turbulent to risk entirely on their upper branches the success of this expensive and important experiment, especially as the lower portion of this and the other rivers reported upon are more suitable for experimental breeding purposes. Passing the gullies, the river assumes much the same aspect as the other streams described; it resembles, on a larger scale, many of the productive Salmon streams of Britain. It appears that all these rivers are subject to inundations and violent currents, which will prove destructive to the ova and fry. As an equivoque, however, to these destructive agencies—which point to the expediency of maintaining a system of artificial rearing—the rivers are singularly void of predaceous fishes, so what the floods spare are not likely to be devoured as prey. Thus far these rivers compare favourably with the Salmon producing streams of Britain; but the real question to be considered as affecting the experiment of acclimatizing Salmon, is the temperature of the climate and rivers into which it is proposed to put them. I may here observe, that the result of many experiments which I have made on the ova of Salmon prove that in water whose temperature exceeds 55 degrees a healthy condition of the ova will not be long maintained, and in a temperature of 60 degrees the ovum speedily expires. However, this condition of temperature is imperative only during the season of spawning and incubation, which in Britain extends over a period of six continuous months, beginning in September, and ending the following March; and inasmuch as the fact is well established, that Salmon have the power to suspend and modify their procreative functions, so as to suit the state of the waters in the rivers of their nativity, I infer that the fish in its ovum state, being deposited in suitable places in any of the rivers described (the temperature of the water not being dissimilar to that of its native habitat, as the subjoined table of temperature will show), it will in due season modify its habits so as to suit the seasons of its new country, precisely as have changed the season of domestic birds and animals imported hither.

Date.	Temperature of River Water.		Date.	Temperature of River Water.	
	Rivers in Scotland:—	°		Rivers in N. S. W.:—	°
Feb., 1860.	Tay, Stormontfield.....	36	Aug., 1861.	Tantawangala.....	40
" "	Tweed, Abbotsford.....	36	" "	Bega.....	42
" "	Spey, Ballandallach.....	34	" "	Do. Coast Water.....	54
	English Rivers:—		" "	Brogo.....	44
" "	Wandle, Surry.....	41	" "	Tuross.....	44
" "	Mersey, Lancashire.....	40	" "	Do. Estuary.....	50
" "	Ribble, do.....	39	" "	Do. Bar.....	55
July, "	Derwent, Tasmania.....	44	" "	Moruya.....	48
" 1861.	Snowy, Australia.....	39	" "	Do. Burra's Rivulet ..	46
" "	do. Tributaries, Monaroo.....	41	" "	Do. Estuary.....	55
" "	do. Jacob and Pinch.....	40	" "	Clyde.....	48
" "	do. Macleod's Station.....	43	" "	Currowan Rivulet.....	46
" "	do. Coast Water.....	51	" "	Do. Estuary.....	53
" "	do. Moamba.....	36	23d.	Shoalhaven.....	49
" "	do. Buchan, Victoria.....	43	" "	Little River, Tributary ..	47
" "	do. Tookenbuka, do.....	43	" "	Do. Tributaries.....	48
" "	do. Didic, do.....	48	" "	Do. Estuary.....	55

It will be borne in mind that, in August, (when the Shoalhaven was examined, the mean temperature of the atmosphere had increased three or four degrees, which would have a tendency to increase the temperature of the water. In all cases I have given the mean temperature. I observed a singular circumstance in connection with this river and the Moruya:—I found the water to increase about two degrees in temperature, in proportion to its proximity to the gold-washing, and the consequent muddiness of the water.

The mean shade temperature of the atmosphere, observed on the plains of Monaroo, and on the banks of the Snowy, during part of the month of June, July, and part of August, noted at 7 a.m., noon, 3 p.m., and 9 p.m., was 38 degrees 5 minutes. In the month of August, when the temperature of the coast rivers was noted, the mean shade temperature was 44 degrees.

The New South Wales Observatory's temperature tables give the mean shade temperature of Cooma for the months—June, 39 degrees 4 minutes; July, 37 degrees 7 minutes; August, 41 degrees 2 minutes; and for January, the warmest month in the year, 65 degrees.

The "Kew" tables give the mean temperature for January, 39 degrees, and July 63 degrees—the warmest and the coldest month of the year.

I most respectfully submit that the above table of temperature justifies me in assuming that the Salmon and its varieties will readily become acclimated in the southern waters of the Colony, and will prove as prolific therein as in their native rivers.

With great deference I therefore recommend that, in addition to the introduction of Salmon ova for the purpose of acclimatising in the coast rivers, the ova of the most valuable non-migratory varieties of Salmonidæ should form part of the experiment. The ova of that invaluable species (for interior rivers), the Danubian Salmon also, by application to the Government of France, doubtless may be obtained, for the purpose of introducing with the other varieties into the upper branches of the Snowy, the Shoalhaven, and the Murray. The latter stream, no doubt, is as well fitted for their abode as either of the others.

After the most careful deliberation, I respectfully suggest that the following course be adopted, as being the most likely to ensure the ultimate success of the experiment of introducing and acclimatising Salmon in the Colony.

At the confluence of the Tantawangala and Bega is the best spot to erect the piscicultural establishment. This is the coolest and clearest stream; easy of access, easy to fish, and easy to watch, while there are greater facilities afforded for conveying the fish to market and transporting the ova to other rivers than is offered elsewhere. I have no hesitation in saying, that from this river, within ten years, all the streams adapted for this purpose in the Colony might be stocked with Salmon.

Breeding ponds, for the reception of various kinds of trout and Danubian Salmon, should be constructed at Kalkite, on the Snowy. From this point the Maneroo streams and the southern tributaries of the Murray could be stocked; whilst from ponds on the Shoalhaven, formed at Mount Ellington, fourteen miles from Braidwood, the streams of the plains and the northern affluents of the Murray would be supplied with ova.

A few tiles of salmon ova should be deposited in each of these ponds. My reason for recommending this is, that the chances of success would be thereby multiplied; and when they are developed into smolt, ready to pursue their migratory instincts, they can be marked and removed into any suitable river.

It may also be advisable to form a nursery for Salmon on the lower Shoalhaven, either at the junction of Yalwal or the Kangaroo.

With respect to the monetary value of either of the rivers which I have examined, I have to state that it is a well known fact, founded on ample experience of the peculiar instincts of Salmon, that a very small river indeed, managed by skilful artificial rearing, will produce any given quantity of fish, limited only by the capacity of the ponds.

It may be in place to remark here, that several writers on the acclimatisation question have spoken of the Australian rivers as being of a sluggish character, compared with Salmon streams in Britain. The above report will rectify this error, as far as regards the southern rivers.

Again it is mentioned, that the success of the experiment may be imperilled by the great abundance of predaceous fishes infesting these waters.

To this I reply, that the upper portions of the rivers examined by me are inhabited only by the eel, platypus, two small species of crustaceæ, and a minute number of the herring tribe; and, as I have elsewhere observed, aquatic birds are less numerous than in other countries; whilst in the lower portion of the same rivers, in addition to those already mentioned, only one or two varieties of the perch, mullet, and herring families, have their abode. I scarcely need remark, that not any of these fishes are in the slightest degree likely to affect the experiment.

The spacious firths, loughs, or estuaries, into which these rivers debouch, and which are in this country wrongly spoken of as "the river," have I suspect furnished the idea of sluggishness to the writers in question. These estuaries are visited annually, for the purpose of spawning, by immense shoals of a species of mullet, and other migratory fishes, which, no doubt, will be followed, as the herring, &c., are on the coast of Britain, by numerous fishes of prey; but these depart with the shoals which supply their natural food.

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The objection urged, with respect to sharks, dog-fish, &c., is barely worthy of remark; inasmuch as practical fishermen well know that the shark and its congeners seldom or never attack a living vigorous fish (such as the Salmon), but prey upon dead animal matter, sick fishes, and fishes on the hook,—in fine, any garbage they can pick up. The only enemies to be feared are the porpoise and seal. Porpoises, apparently, are not so numerous on these coasts as they are on the shores of Europe; and, from the locality referred to, seals have been driven by the persecution of man.

For an estimate of the cost of the experiment of introducing Salmon ova, and of acclimatising the fish, as well as for further information in connection with this subject, I respectfully refer to the former Report which I had the honor of forwarding to the Government.

I may further remark, that the rivers which I have examined are very little known, even to the residents on their banks. But now, I trust that, for the object in view, this Report will be as gratifying to the inhabitants of the Colony, as a personal examination of the rivers in question was to me.

My impression was, when I left Sydney, that no other rivers but those which I had the honor of being instructed to examine were fitted for the reception of Salmon; but now I unhesitatingly affirm, that with respect to conformation, climate, and temperature of water, there is not an affluent of any of the rivers mentioned, that is not as well adapted to be the healthy abode of any fresh water species of Salmonidæ, as the fields and climate of the Colony have proved suitable to the procreation of imported quadrupeds.

In addition, I may observe that the result of the experiment with which I was entrusted, of introducing Salmon ova into Tasmania, proved incontestably the possibility of introducing ova into these Colonies, from the fact that, with a hurriedly fitted up and incomplete apparatus (which I had invented), the ova were conveyed in a perfectly healthy state into thirty degrees south latitude, and twenty-seven degrees west longitude, on the sixtieth day from Liverpool; and then their death ensued from an insufficiency of ice. It is just to state that the decision arrived at by the General Australian Association of London, to embark the ova that year, was protracted until the end of the spawning season, and the peculiar nature of the experiment leaving no choice of time or of a ship, together with the limited amount of funds at the disposal of the Society, sufficiently account for the incompleteness of the apparatus and the inadequate supply of ice.

In conclusion, I beg most respectfully to observe, that I trust the naturalization of this invaluable fish—invaluable both in a monetary and in a salutary point of view—will prove the preliminary step to the further development of the natural resources of the coast waters of this Colony, which, in their season, abound with most valuable, but hitherto entirely neglected shoals of migratory fishes.

To the nations inhabiting the northern shores of the Atlantic Ocean, migratory fishes have been from time immemorial a source of great and inexhaustible wealth; and the men engaged in the pursuit of these have proved in time of need their country's best defenders.

With great respect I beg leave to tender herewith my disbursements, and the additional cost of the survey.

I have, &c.,

ALEX. BLACK.

ACCLIMATISING AND PROPAGATING SALMON.

7

[Enclosure.]

THE Disbursements on account of the Survey of the Southern Rivers for the propagation of Salmon.

1861.			£	s.	d.
June	14	To two saddles, bridles, &c.	9	15	0
"	17	" Canoe	9	10	0
"	18	" Passage to Merimbula, for self and guide	5	0	0
"	20	" Three horses, pack saddle, &c.	36	17	0
"	27	" Shoeing do	1	4	0
"	27	" Blankets, &c.	4	17	6
"	27	" Stabling	3	12	0
"	27	" Tents	14	10	0
"	27	" Guide, on account	1	0	0
July	8	" William Harding	24	15	0
"	8	" Martin Bahan	4	0	0
"	8	" Stabling, £3 12s. and 16s.	4	8	0
"	27	" Horse hire at Galantiby	2	0	0
"	31	" Native guide	2	0	0
Aug.	6	" Stabling for two horses	8	0	0
"	8	" Stabling from 1st till 8th	1	10	0
"	10	" Exchanged used-up horse, and shoeing	5	8	0
"	28	" Stabling from 10th till 28th	1	16	0
"	28	" Passage from Nowra of self	1	10	0
"	28	" Expenses of horse	3	0	0
"	28	" Self, from 27th May till 23rd September, 88 days, at £2 per diem	176	0	0
			321	12	6
By Credit—					
" Sale of three horses, saddles, &c.			21	0	0
			300	12	6
Sum voted			£210	0	0
To balance			90	12	6
			300	12	6

ALEX. BLACK.

Sydney, 25th September, 1861.

Sydney: Thomas Richards, Government Printer.—1861.

[Price, 2d.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

COLONIAL MANUFACTURES.
(ENCOURAGEMENT OF.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Speaker and Members of the House of Assembly of the Colony of
New South Wales.

The Petition of the undersigned Manufacturers and other Colonists of New
South Wales,—

HUMBLY SHEWETH :—

That, in the opinion of your Petitioners, the course hitherto pursued by the Government, of sending to Great Britain for Machinery and other articles of Manufacture, which can be equally well made in this and the neighbouring Colonies, is highly detrimental to the interests of the Colonists generally, and to Manufacturers and their employes in particular.

That the large amount of unemployed skilled labour at present in this Colony, calls urgently for some action on the part of the Government to encourage Colonial Manufactures, and that, considering the varied and ample resources of this Colony, it is desirable, with a view both to justice and economy, that in future, articles required for the Government service should be obtained, if possible, in the Colony.

That in order to afford Colonial Manufacturers a fair opportunity for competition, it is advisable that Tenders should be invited here in all cases, for whatever supplies are required.

That the great difficulty which exists of procuring suitable employment for the numerous youth of the Colony, furnishes another cogent reason why the Government should, by every possible means, encourage the Colonial Manufactures.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to take the matter of their Petition into your most favourable consideration, and grant them such relief in the premises as may seem meet.

And your Petitioners will ever pray, &c.

[Here follow 3,666 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

PROPOSED INCORPORATION OF PARRAMATTA.
(CERTAIN INHABITANTS.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Speaker and Members of the Legislative Assembly, in Parliament assembled.

The humble Petition of the Inhabitants and Householders of the Town of Parramatta,—

MOST HUMBLY AND RESPECTFULLY SHEWETH :—

That your Petitioners have viewed with surprise, through the papers, that the Honorable the Colonial Secretary had stated, in answer to a question from John Lackey, our respected Member, that he had advised the Executive Council to incorporate the Town of Parramatta as soon as the report had been received from the Surveyor General.

That your Petitioners would not have noticed the matter, had it not been stated by the Honorable Colonial Secretary, in an interview he had with Mr. Richard Webb and his son, that Petitions on both sides would not be taken any further notice of, and that they would have to begin again.

That your Petitioners, through Mr. Webb, pointed out to the Honorable Colonial Secretary thirty-nine (39) names in the Petition, dated 27th May last, who are not qualified to sign the said Petition under the Municipal Act of one thousand eight hundred and fifty-eight (1858); and again, in the supplementary Petition, dated 26th August last, thirty-seven (37) names more appeared under similar circumstances, besides ten (10) names which appeared without the authority or knowledge of the parties.

That your Petitioners humbly pray that your Honorable House will take the above premises into your serious consideration, and grant your Petitioners the power of supplementing, as the majority of householders are against the Town being Incorporated.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 126 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

METROPOLITAN CORPORATION BILL.

(CERTAIN CITIZENS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

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

The humble Petition of the undersigned Citizens and Ratepayers of the City of Sydney,—

RESPECTFULLY SHEWETH:—

That your Petitioners have learned, with feelings of alarm, that a Bill has recently been introduced into your Honorable House, entitled "A Bill to consolidate and amend the Laws relating to the City of Sydney," but which, in reality, is intended to grant to the Municipal Council of the City greatly increased and unreasonable powers of interference with the rights and property of the citizens and ratepayers, and to vest in the servants of the Corporation powers which will be highly dangerous to the best interests of the citizens.

That your Petitioners are advised and believe that many of the powers intended by the said Bill to be granted are unprecedented, and contrary to the principles of British legislation; and that if the Bill, as introduced, be passed into law, instead of providing for the good rule and government of the City, your Petitioners fear it will tend to destroy the peace, prosperity, and general interests of the citizens.

That, in the opinion of your Petitioners, the powers of the said Corporation should be greatly diminished rather than extended, and that the interests of the citizens require that the rights and duties of the said Municipal Council, and of their officers and servants, as well as the duties of the citizens, should be by law expressly limited and defined, so that the citizens may not be liable to oppression at the discretion of the said Council, or subject to the caprice of their servants, in any matter whatever.

That, in the opinion of your Petitioners, the Council should not have the power of levying rates to any greater extent than they have at present, and that, if the 76th clause of the said Bill should be passed, there is reason to fear that the citizens will be overburdened and oppressed to an extent not contemplated by the Legislature.

That the Bill assumes to vest in the City Surveyor the most arbitrary and tyrannical powers, without responsibility of any kind; and the citizens, who may be greatly injured or ruined by the exercise of such powers, are deprived of the protection to which, as British subjects, they are entitled, and left without remedy for the loss they may sustain by the wilful misconduct of such officer, who is made sole arbiter upon all questions between himself and the citizens, and, in respect of such matters, is also made independent of the Corporation.

That the Bill assumes to vest in the Corporation, powers which are at present vested in the Government and the Executive Council, and which by the present law are expressly withheld from the Corporation; and that if the said Bill should pass into law, it will authorize the Council to take private property without providing any security for compensation to the owners.

That, if the 104th and 109th clauses are passed into law, the City Surveyor will be authorized to demolish, without making compensation, many substantial and valuable houses which stand upon the private property of the owners, and which were either built in conformity with the existing law, or when there was no law to regulate the alignment of the streets, and such houses, in some instances, are now made to appear to have encroached upon the footpath, only because the kerbstones have been subsequently laid down too close to the houses, and not in accordance with the plans made and proclaimed under the Alignment Act.

That in some parts of the City, where the width of the streets has never yet been proclaimed, the kerbstones have been laid down within 12 feet of the houses which were already erected; and if the 104th and 109th clauses should be passed, whole rows of substantially built houses will be liable to be destroyed at the will of the City Surveyor, without any compensation to the proprietors, although in their erection no existing law was in the slightest degree violated.

That your Petitioners would respectfully point out to your Honorable House the following clauses, numbers 57, 69, 75, 76, 78, 85, 86, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 107, 108, 109, 120, 134, and 135, which require the greatest consideration on the part of your Honorable House.

Your Petitioners therefore humbly pray that your Honorable House will either reject the said Bill, or make such amendments thereto as will protect your Petitioners and the citizens from the evils which would be inflicted upon them, if the Bill, as introduced, should become law.

And your Petitioners will ever pray, &c., &c., &c.

[Here follow 2,328 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

ENTRANCE TO LAKE MACQUARIE.

(INHABITANTS, &c.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Legislative Assembly of the Colony of New South Wales.

The Memorial of the undersigned inhabitants of Lake Macquarie and its vicinities, and of persons resident in the Hunter River District, or interested in the development of its resources,—

HUMBLY SHEWETH :—

That Lake Macquarie, situate between Newcastle and Brisbane Water, is an inlet of the sea, of considerable magnitude, being in length from north to south about thirty miles, and of an average width of about four miles.

That this so-called lake has a fair outlet to the sea, and for many years past small vessels have occasionally traded there for coal, &c., but it was found that no vessel capable of taking a remunerative cargo of coal could safely make the passage.

That the only obstruction to the passage is a sand bar, at a place where the water spreads over a considerable extent of surface, which obstruction your Petitioners believe would be removed by discharging ballast, so as to limit and contract the channel. Your Petitioners are strengthened in this belief because, in one spot where heretofore there was only about five feet of water, ballast has been so placed, and the water is now nearly twenty-five feet deep.

That the large expanse of water in the lake would be sufficient in its flow and flow to keep clear any channel once formed.

That the shores of the lake have upwards of three hundred miles water frontage, and present various sources of wealth, requiring only means of access to be made available, viz., vast and splendid seams of coal, rich agricultural land, and timber of the best quality, unlimited in quantity; added to these may be considered the large areas of Government land still unsold, and their eligibility as sites for manufactories or mining operations, for homesteads or country residences.

That the evidence of persons acquainted with the locality would prove to your Honorable House the facility with which this valuable tract of country, so valuable to the Government and to the people, could be opened up to use, and the great advantages to be derived therefrom.

Your Petitioners therefore humbly pray that your Honorable House will consider the matter of their Petition, and will take such action therein, by appointing a Committee of inquiry, or otherwise as to your Honorable House may seem meet.

And your Petitioners will for ever pray, &c., &c., &c.

[Here follow 275 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

DAM AT WALLIS CREEK.

(CERTAIN RESIDENTS, RAVENSFIELD, DAGWORTH, &c.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the undersigned Proprietors and Tenants of Land at Ravensfield, Dagworth, Farley, Bloomfield, Louth Park, Loehend, and neighbourhood, and of others interested therein,—

RESPECTFULLY SHEWETH :—

That, in the year 1858, the Government caused a portion of Wallis Creek, near its junction with the River Hunter, of which it is a tributary, to be dammed up for a railway crossing, and a channel to be cut from the Creek to the Hunter, in lieu of the part so dammed.

That, in consequence of the bed of the said artificial channel being higher, by about nine feet, than that of the natural one, a large part of the fertile and cultivated lands through which the Creek flows, comprising many thousands of acres, and which are drained by it, have repeatedly been inundated in wet seasons, to the destruction, more or less, of the crop and other property of the parties located thereon.

That the losses which have thus been occasioned, and are mainly traceable to the channel obstructing the proper discharge of the waters of the Creek into the Hunter, are estimated at £100,000.

That the channel has recently been deepened by the Government, and that the Creek and adjacent lands have since been drained to an extent unknown since the embankment was constructed and the channel made by the railway authorities.

That the lands which have been inundated are of a rich alluvial nature, and have in most instances been purchased by the present proprietors at £30 to £50 per acre; also that they were no more liable than other low lands of the District to inundations, before the alterations in question were made in the outlet of the Creek.

That your Proprietors have had no redress afforded them for the serious losses to which they have been subjected by the action of the Government, as herein stated.

Your Petitioners therefore humbly pray that your Honorable House will take the premises into its consideration, and adopt such measures in relation thereto as may seem to it just and expedient.

And your Petitioners will, as in duty bound, ever pray.

[Here follow 338 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

FLOOD GATES, WALLIS' CREEK.
(MAITLAND, MORPETH, AND THEIR VICINITIES.)

Ordered by the Legislative Assembly to be Printed, 13 November, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the Residents and Proprietors of Land in and about Maitland, Morpeth, &c.,—

SHewETH :—

That the undersigned residents of the towns and surrounding districts of Maitland and Morpeth, having heard with considerable regret that it is the intention of some of the proprietors of the low lands in the neighbourhood of Louth Park, Dagworth, and Farley, near Maitland, to petition your Honorable House to erect Flood Gates at the junction of Wallis' Creek with the River Hunter, and at the Railway Cutting, West Maitland, respectfully urge upon the consideration of your Honorable House the serious injury that would be caused to a considerable area of land in other localities if such Petition was granted, by flooding land and houses that at present have escaped, which, your Petitioners submit, will be the necessary consequence of stopping the natural egress of the large body of water created by a flood backing up the river, causing it to break over elsewhere, and inflicting calamitous injury upon a large number of people on land on the river bank, both above and below the junction of Wallis' Creek, by increasing the rush and height of water to a much greater extent.

Your Petitioners also urge that a considerable portion of the land in the locality known as Louth Park, Dagworth, and Farley, was, until the last few years, considered merely as lagoons or swamps, and only through the exertions of the proprietors reclaimed and rendered occasionally, in time of drought, capable of cultivation; therefore your Petitioners submit that the proprietors of those lands are not entitled to the same consideration, for having cultivated lands naturally liable to such contingencies, as the proprietors of land of ordinary security against such visitations..

Your Petitioners, therefore, humbly pray that your Honorable House will not take any steps to assist and improve a particular locality, to the injury and detriment of a much larger community.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 256 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

D R A I N A G E .

(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 26 November, 1861.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the undersigned Proprietors and Tenants of Land at or near West Maitland,—

RESPECTFULLY SHEWETH :—

That your Petitioners are impressed with the necessity of legislation on the question of Drainage.

That, in their opinion, no Bill which may be passed into law will meet the requirements of the country, unless it shall, among other things, empower the majority of Proprietors, in unions or associations, to drain all the land within their union, and to exact from each proprietor of the land drained his fair share of the cost thereof.

Your Petitioners, therefore, humbly pray your Honorable House will legislate accordingly.

And your Petitioners will, as in duty bound, ever pray, &c.

[Here follow 386 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

OSBORNE WALLSEND COAL COMPANY'S INCORPORATION BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

OSBORNE WALLSEND COAL COMPANY'S
INCORPORATION BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
6 December, 1861.

SYDNEY :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

—
1861.

1861.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 48. TUESDAY, 26 NOVEMBER, 1861.

32. Osborne Wallsend Coal Company's Incorporation Bill :—Mr. Holroyd moved, pursuant to notice :—
That the Osborne Wallsend Coal Company's Bill be referred for the consideration and report of a Select Committee ;—such Committee to consist of Mr. Rusden, Mr. Cummings, Mr. T. Garrett, Mr. Lackey, Mr. Morrice, Mr. Markham, Mr. Leary, Mr. Haworth, and the Mover.
Question put and passed.
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VOTES No. 55. FRIDAY, 6 DECEMBER, 1861.

2. Osborne Wallsend Coal Company's Incorporation Bill :—Mr. T. Garrett, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and report this Bill was referred, on the 26th November last.
Ordered to be printed.

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1861.

OSBORNE WALLSEND COAL COMPANY'S INCORPORATION
BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and Report was referred, on the 26th November last, the "*Osborne Wallsend Coal Company's Incorporation Bill*," beg leave to Report to your Honorable House,—

That they have examined one of the Proprietors of the Company* *W. Speer, Esq. (whose evidence will be found appended hereto), and that the Preamble having been satisfactorily proved by the evidence of that Gentleman, they proceeded to consider the several Clauses of the Bill, from which it was deemed expedient to expunge one Clause.*

* Clause 17. (*Vide*
Schedule of
Amendment.)

And your Committee now beg to lay before your Honorable House the Bill as amended by them.

THOS. GARRETT,

Chairman.

Legislative Assembly Chamber,

Sydney, 6 December, 1861.

1861.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

OSBORNE WALLSEND COAL COMPANY'S
INCORPORATION BILL.

FRIDAY, 6 DECEMBER, 1861.

Present:—

MR. T. GARRETT, | MR. MORRICE,
MR. RUSDEN.

T. GARRETT, ESQ., IN THE CHAIR.

G. W. Allen, Esq., appeared as Solicitor for the promoters of the Bill.

William Speer, Esq., examined:—

1. *By Mr. Allen*: Has the Company now seeking for incorporation been established? Yes.
2. How long? About three years.
3. What is the name of it? The Osborne Wallsend Coal Company.
4. Are you one of the proprietors? I am.
5. Do you produce the Deed of Settlement of the Company? I do. (*The witness produced the same.*)
6. What is the date of it? The 1st July, 1861.
7. Has it been executed by the proprietors? It has.
8. Will you tell the Committee the objects of the Company, as defined by the Deed of Settlement? "To work or contract for the working of the coal or other mines in or upon any land of which the said Company may from time to time be owners or lessees to purchase or lease coal or other mineral lands to follow up and act upon any trade or purpose mentioned in any regulations for the management or conduct of coal or other mines in the said Colony of New South Wales already promulgated or hereafter to be promulgated to purchase the necessary machinery for working the said mines or for testing the mining capabilities of any land purchased or intended to be purchased by the Company or for draining any mines or any other purpose in connexion therewith to export sell or otherwise dispose of all coal or other minerals to be raised from any land belonging to or leased by the said Company to dispose of the timber on any such land to lease or sell any such lands and to construct railways roads wharves and other matters necessary for the promotion of the objects of the said Company."
9. What is the capital of the Company? £50,000.
10. How contributed? In 10,000 shares of £5 each.
11. Is there any power to increase the capital? Yes.
12. By what means? "By the creation and sale of new shares of the like amount as herein provided."
13. Is there any provision in the Deed of Settlement for the management of the Company by Directors? Yes.
14. How? By the 30th clause it is provided, "That the parties hereto of the first and second parts shall be Directors of the Company until the first election by virtue of the Act of Incorporation and thereafter there shall be five Directors duly qualified as herein after provided and such Directors shall constitute the Board of Directors of the Company and shall possess and exercise all the powers herein conferred on the Board of Directors."
15. Is the Company desirous of being incorporated? Yes.
16. Do you consider it expedient that the Company should be incorporated? Yes.
17. Are the provisions of the Bill now before the Committee similar to the provisions of other Acts of Incorporation already passed by the Legislature? Yes.

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

BELLAMBI AND BULLI COAL MINING COMPANY'S INCORPORATION BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

BELLAMBI AND BULLI COAL MINING COMPANY'S
INCORPORATION BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

7 *January*, 1862.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1862.

[*Price*, 2d.]

274—A

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1861-2.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 70. FRIDAY, 3 JANUARY, 1862.

16. Bellambi and Bulli Coal Mining Company's Incorporation Bill :—Mr. T. Garrett moved, pursuant to notice,—
(1.) That the Bellambi and Bulli Coal Mining Company's Incorporation Bill be referred for the consideration and report of a Select Committee.
(2.) That such Committee consist of Mr. Rusden, Mr. Lackey, Mr. Morrice, Mr. Buchanan, Mr. Markham, Mr. Leary, Mr. Lewis, Mr. Haworth, and the Mover.
Question put and passed.

VOTES No. 72. TUESDAY, 7 JANUARY, 1862.

1. * * * * *

Bellambi and Bulli Coal Mining Company's Incorporation Bill :—Mr. T. Garrett, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and Report this Bill was referred on the 3rd instant.
Ordered to be printed.

* * * * *

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1861-2.

BELLAMBI AND BULLI COAL MINING COMPANY'S INCORPORATION BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and report was referred, on the 3rd instant, the "*Bellambi and Bulli Coal Mining Company's Incorporation Bill*," and to whom was also referred, on the 3rd instant, by direction of the Speaker, under authority of the 68th Standing Order, "*a Petition from Thomas Hale, of Bellambi, in the Colony of New South Wales, gentleman, in opposition to the Bill, and praying to be heard by Agents or Counsel, against the passing thereof as introduced*," beg leave to report to your Honorable House :—

That they have examined one of the Promoters of the Bill* (whose evidence will be found appended hereto), and that the Preamble, as amended,† having been proved to the satisfaction of your Committee, they considered the several clauses of the Bill; and, Counsel for Petitioner having withdrawn his opposition thereto, by reason of the willingness on the part of the Promoters to accommodate his interests, by altering the Title, they deemed it expedient to make the Amendments shewn in the accompanying Schedule.‡

* W. Speer,
Esq.

† Vide
Schedule of
Amendments.

‡ Vide page 4.

And your Committee now beg to lay before your Honorable House the Bill as amended by them.

THOS. GARRETT,
Chairman.

*Legislative Assembly Chamber,
Sydney, 6 January, 1862.*

PROCEEDINGS OF THE COMMITTEE.

MONDAY, 6 JANUARY, 1862.

MEMBERS PRESENT :—

Mr. T. Garrett, | Mr. Morrice,
 | Mr. Lewis.

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

Printed copies of the "Bellambi and Bulli Coal Mining Company's Incorporation Bill," before the Committee.

Original Petition of Thomas Hale, of Bellambi, in the Colony of New South Wales, Gentleman, in opposition to the Bill, and praying to be heard by Agents or Counsel, against the passing thereof as introduced,—referred to the Committee, by direction of the Speaker, under the authority of the 68th Standing Order,—*produced*.

Parties called in.

Solicitor for the Bill—Mr. G. W. Allen.

Solicitor for Petitioner—Mr. W. Spain.

Petition against the Bill—*read*.

Whereupon, *Solicitor for Petitioner*, Mr. Spain, stated to the Committee that he withdrew his opposition to the Bill, as he had heard, whilst in the Committee Room, that the Promoters consented to amend the Title in accordance with the wishes of Petitioner.

Mr. William Speer, *one of the Promoters of the Bill*, examined.

Room cleared.

Committee deliberated.

Preamble of Bill considered, and certain Amendments therein agreed to.

Motion made (*Chairman*) and *Question*—That the Preamble, as amended, stand part of the Bill—*agreed to*.

Parties called in and informed.

Clause 1 read, and on motion of Mr. Morrice, amended. (*Vide Schedule of Amendments*.)

Clause, as amended, agreed to.

Clauses 2 to 13 inclusive read, and agreed to, without amendment.

Clause 14 read, and on motion of Mr. Morrice *blanks* supplied (*Vide Schedule of Amendments*.) Clause then agreed to.

Clause 15 read and agreed to, without amendment.

Clause 16 read, and on motion of Mr. Morrice amended. (*Vide Schedule of Amendments*.)

Clause, as amended, agreed to.

Clause 17 read and negatived.

Title then read, amended, and agreed to.

Chairman requested to report the Bill, as amended, to the House.

WITNESS.

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Speer, William	5

SCHEDULE OF AMENDMENTS.

Page 1, Title, line 2.	Omit "Bellambi and"
" 2, Preamble, line 7.	After "Company" insert "And whereas it has since been agreed that the name and title of the said Company shall be the 'Bulli Coal Mining Company'"
" " " line 8.	After "incorporated" insert "under the name and title of the 'Bulli Coal Mining Company'"
" " " line 9.	After "incorporated" insert "accordingly"
" " Clause 1, line 20.	Omit "Bellambi and"
" 6, " 14, line 2.	Insert "July" (in blank) after "month of"—and "sixty-two" (in blank) after "hundred and"
" " " 16, line 24.	Omit "Bellambi and"
" " " 17, line 26.	Omit "said clause"

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

BELLAMBI AND BULLI COAL MINING COMPANY'S
INCORPORATION BILL.

MONDAY, 6 JANUARY, 1862.

Present:—

MR. GARRETT, | MR. LEWIS,
MR. MORRICE.

T. GARRETT, ESQ., IN THE CHAIR.

G. W. Allen, Esq., appeared as Solicitor for the Promoters of the Bill.
W. Spain, Esq., appeared as Solicitor for the Petitioner against the Bill.

William Speer, Esq., examined:—

1. *By Mr. Allen:* You are one of the proprietors of the Bellambi and Bulli Coal Mining Company? I am.
2. One of the original proprietors? Yes.
3. You are also one of the provisional Directors of the Company? I am.
4. Has a Company been formed in the Colony of New South Wales, under the style of the Bellambi and Bulli Coal Mining Company? Yes.
5. Is there a deed of settlement of that Company? There is.
6. Do you produce it? I do. (*The witness produced the same.*)
7. What is the date of it? The 1st October, 1861.
8. Is the Company established under and subject to the rules, regulations, and provisions contained in that deed? Yes.
9. Has that been executed by any of the proprietors? By several.
10. Is all the stock taken up? It is.
11. Is any portion of it paid? Yes.
12. How much? Ten per cent. upon the stock is paid.
13. And the remainder is called for in instalments? Yes.
14. What is the object of the Company? The shareholders have mutually covenanted and agreed that they, whilst holding shares in the capital of the said Company, shall be and continue until dissolved, a Joint Stock Company or partnership to work the coal or other mines in or upon any land of which the said Company may from time to time be owners or lessees, to purchase or lease coal or other mineral lands, to follow up and act upon any trade or purpose mentioned in any regulations for the management or conduct of coal or other mines in the Colony already promulgated or to be promulgated, to purchase the necessary machinery, to work the said mines, or to test the mining capabilities of any land purchased or intended to be purchased by the Company, or to drain any mines, or any other purpose in connection therewith, to export, sell, or otherwise dispose of all coal or other mineral to be raised from any land belonging to or leased by the Company, to dispose of the timber on any such land, to lease or sell any such land, and to construct railways, roads, wharves, and other matters necessary for the promotion of the objects of the said Company.

Wm. Speer,
Esq.

6 Jan., 1862.

BELLAMBI AND BULLI COAL MINING COMPANY'S INCORPORATION BILL.

- Wm. Speer, Esq.
6 Jan., 1862.
15. What is the capital of the Company? £70,000.
 16. In how many shares, of what value? 7,000 shares at £10 each.
 17. Is there power in the Deed of Settlement to increase the capital? Yes.
 18. How? By the creation and sale of new shares.
 19. Is there any provisions in the deed for the management of the affairs of the Company by directors? Yes.
 20. Are there any directors already appointed? Yes.
 21. Is there provision in the deed for the appointment of successors? Yes.
 22. By whom, and from amongst whom? The shareholders.
 23. Is the Company desirous of being incorporated? Yes.
 24. Since the preparation of this Bill, has it been agreed that the title of this Company shall be altered to the Bulli Coal Mining Company? Yes.
 25. Is the Company desirous of being incorporated under that title? Yes.
 26. And you consider it expedient that the Company should be so incorporated? Yes.

1861.

Legislative Assembly.

NEW SOUTH WALES.

SCIENTIFIC EXPLORATION FOR MINERALS.
(CAPTAIN MECHOSK.)

Ordered by the Legislative Assembly to be Printed, 31 December, 1861.

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

The Petition of the undersigned Merchants, Professional Men, Tradesmen, and other Residents of the Territory of New South Wales,—

RESPECTFULLY SHEWETH:—

That your Petitioners are deeply interested in the search for, investigation, and development generally, of the Mineral resources of New South Wales, comprising not only gold, but also silver, copper, lead, and other precious metals, believing that the prosperity of the country is largely dependent on the same.

That your Petitioners have been informed, and believe that a more minute exploration of the Colony, on a systematic basis, would, in all probability, prove that New South Wales is the most rich in mineral wealth of all the Australian Group.

That therefore, it is, as your Petitioners humbly suggest, of absolute necessity that some person or persons, specially qualified for the task, should be appointed to survey, examine, and report upon the comparatively unopened, and hitherto partially developed resources of this Colony.

That the arrival in Sydney of Captain J. G. Mechosk, distinguished as the most successful discoverer of gold and other precious metals in Victoria and Queensland (and who, from his scientific education, and specific experience in the matter now brought before your Honorable House, is particularly qualified for carrying out these views) presents such an opportunity as your Petitioners respectfully hope may not be lost. The Legislature of Victoria have by a special grant acknowledged the importance of Captain Mechosk's services there—particularly in the discovery of the Gold Fields at Tarrengower, Jones' Creek, Kingower, and Maryborough. This gentleman having now recovered from a long and severe illness, and being anxious to resume his labours, it is respectfully advanced may warrant your Petitioners' request that his services may be made available for the benefit of New South Wales.

Your Petitioners therefore humbly beg, that some action in the premises may be forthwith taken by your Honorable House, such as shall encourage a scientific Exploration for the various Minerals of New South Wales; and obtain, if to your House shall seem meet, the assistance and co-operation of Captain Mechosk, towards that object.

And your Petitioners will ever pray, &c.

[Here follow 1,209 Signatures.]

1861.

Legislative Assembly.

NEW SOUTH WALES.

LAND TITLES DECLARATION BILL, AND LAND
TRANSFER AND REGISTRY BILL.
(PETITION.)

Ordered by the Legislative Assembly to be Printed, 31 December, 1861.

To the Honorable the Legislative Assembly of New South Wales.

In the matter of the following Bills, now before this Honorable Assembly, namely:—

The Land Titles Declaration Bill;
The Land Transfer and Registry Bill;
The Deeds Simplifying Bill.

The humble Petition of the undersigned Certificated Conveyancers,—

RESPECTFULLY SHEWETH:—

That under the 14th Section of the Act of the Colonial Legislature of New South Wales, 11th Victoria, No. 33, entitled, "*An Act to regulate the taxation of Attorneys' Bills of Costs and the practice of Conveyancing,*" your Petitioners, amongst others, were admitted Conveyancers, and obtained Certificates authorizing them to practice as Conveyancers and to prepare Deeds.

That the proposed Acts will have the effect of almost entirely depriving your Petitioners of their only profession, by reason that certain duties are to be only done by Solicitors, which, by the Act under which your Petitioners were admitted, they were authorized to do.

And your Petitioners, therefore, humbly pray that your Honorable House will take your Petitioners' case into consideration, and will enact whatever shall be reasonable and just, and that your Petitioners, or some or one of them, may be heard, with or without Counsel, at the Bar of your Honorable House, or before the Committee to which these Bills may be referred, in respect of their grievances.

And your Petitioners will ever pray, &c.

[*Here follow 4 Signatures.*]

1000

1000

1861-2.

Legislative Assembly.

NEW SOUTH WALES.

PURCHASE OF COTTON SEED.

(CORRESPONDENCE RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 17 January, 1862.

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5.	Acting Under Secretary for Finance and Trade to the Under Secretary, forwarding a Letter of Credit for £200. 21 September, 1861	3
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PURCHASE OF COTTON SEED.

No. 1.

MESSRS. E. A. HICKEY AND T. S. MORT to HIS EXCELLENCY THE GOVERNOR.

Sydney, 22 August, 1861.

SIR,

In the interview your Excellency kindly granted to us last week, respecting the want of cotton seed in this country, your Excellency promised to bring the subject before your Executive Council, with the view of placing a sum on the Estimates for the purchase of seed in the United States.

We now take the liberty of bringing the question before your Excellency in writing, and to say that, on inquiry, we find the price of seed in *Charleston* is from six to seven dollars per barrel of two cwt., and the freight to Sydney about 50s. for eight barrels.

As it is of the greatest consequence to obtain seed of this year's growth, we beg to recommend that whatever sum may be granted by the Legislature for this object, should be forwarded to the Cotton Association of Manchester, to purchase the cotton seed through their agents in the Southern States of America, as that Association feels deeply interested in the cultivation of cotton in this country.

We have, &c.,

EDWIN A. HICKEY.
THOS. S. MORT.

No. 2.

MR. E. A. HICKEY to COLONIAL SECRETARY.

Osterley, 24 August, 1861.

DEAR SIR,

I find that a sum of two hundred pounds will introduce cotton seed to plant about 270 to 300 acres of land; that is, for the purchase of the seed and the freight. If there should be any expenses attending the purchase of this seed, such as commission, &c., the quantity would be to that extent reduced.

If the money is sent to the Cotton Association, I have no doubt they will materially assist this movement, and I propose to write very strongly on the subject to Mr. Bazley, who is one of the leading men of the Association, and with whom I have a personal acquaintance.

This note may be attached to the letter which Mr. Mort and myself addressed to the Governor during your absence, if you see no objection.

Believe me, &c.,

EDW. A. HICKEY.

P.S.—An acre of cotton requires from one and a half to two bushels of seed.

No. 3.

MESSRS. E. A. HICKEY AND T. S. MORT to COLONIAL SECRETARY.

Sydney, 4 September, 1861.

SIR,

With reference to a letter we had the honor of addressing to His Excellency the Governor during your absence at Melbourne, respecting a supply of cotton seed for this country, we now take the liberty of suggesting that whatever sum may be appropriated for this purpose should be sent either to the Cotton Association of Manchester, through their Chairman, or to Thos. Bazley, Esq., M.P., who is a leading member of the Association, and takes a deep interest in the growth of cotton in Australia.

With this money it is desirable to purchase cotton seed of *this year's growth*, in the proportion of one-third of the Sea Island and two-thirds of the New Orleans varieties, and to ship the same at New York for this country direct. The Cotton Association will most willingly do this through their agent at that place, and we feel persuaded will take every pains to secure us the latest and soundest seed.

We are, &c.,

EDWIN A. HICKEY.
THOS. S. MORT.

No. 4.

No. 4.

THE UNDER SECRETARY to UNDER SECRETARY FOR FINANCE AND TRADE.

*Colonial Secretary's Office,
Sydney, 19 September, 1861.*

SIR,

I am directed by the Colonial Secretary to request that you will state to the Colonial Treasurer that, in a communication addressed to His Excellency the Governor by Messrs. Mort and Hickey, the attention of the Government has been drawn to the scarcity of cotton seed in the Colony, and a request preferred that a sum of money may be granted for the purchase of a supply through the intervention of the Cotton Association in Manchester.

2. Impressed with the expediency of promoting the growth of cotton in those parts of the Colony adapted to its culture, the Executive Council have advised that a sum of £200 be appropriated for the purpose, from the vote for unforeseen expenses.

3. It is proposed to remit this sum to Edward Hamilton, Esq., of 5, Cannon-street, London, E. C., with a view to his taking the necessary steps for procuring the seed, which it has been suggested should be shipped at New York direct for Sydney, through the medium of the Cotton Association of Manchester, and I am therefore desired to request that you will move the Colonial Treasurer to cause a letter of credit in favour of Edward Hamilton to be forwarded to the Colonial Secretary, for transmission to him by the present mail.

I have, &c.,
W. ELYARD.

No. 5.

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

*The Treasury, New South Wales,
21 September, 1861.*

SIR,

In accordance with the request contained in your letter above referred to, I am directed to enclose herewith letter of credit, No. N. S. W. G. 11-36, on the Oriental Bank Corporation, London, in favour of Edward Hamilton, Esq., for the sum of two hundred pounds.

I am at the same time to request the favour of an acknowledgment of the receipt of the said letter of credit.

I have, &c.,
JNO. WELLS,
Acting Under Secretary.

No. 6.

COLONIAL SECRETARY to MR. E. HAMILTON.

*Colonial Secretary's Office,
Sydney, New South Wales,
21 September, 1861.*

SIR,

I have the honor to transmit to you copies of two letters from Messrs. Mort and Hickey, urging this Government, with a view to encourage the growth of cotton, to grant a sum of money for obtaining a supply of seed for distribution in New South Wales, from America; and to inform you that, fully impressed with the importance of the object, the Government has appropriated two hundred pounds for this purpose. £200

2. You will observe that it is suggested in the letter from Messrs. Mort and Hickey, that the Cotton Association of Manchester, or Thomas Bazley, Esq., M.P., stated to be a leading member of the Association, would afford their assistance in obtaining the cotton seed, which they consider had better be shipped at New York for this country.

3. The Government will be glad if you will have the goodness to take the necessary steps, through the Association referred to, or otherwise, for having a supply of cotton seed of this year's growth forwarded to Sydney with as little delay as convenient; and I therefore transmit to you a letter of credit on the Oriental Bank Corporation in London, in your favour, for two hundred pounds, being the sum which, as before stated, has been granted for the purchase, and defraying the expenses of sending the seed to this place. From the willingness with which you have on all occasions complied with the wishes of the Government; to further objects of interest to the Colony, I feel assured of your cordial co-operation in this matter; and I beg to assure you that your efforts will be duly appreciated. £200

I have, &c.,
CHARLES COWPER.

No. 7.

THE UNDER SECRETARY to MESSRS. E. A. HICKEY AND T. S. MORT.

*Colonial Secretary's Office,
Sydney, 10 October, 1861.*

GENTLEMEN,

With reference to your letter of the 22nd and 24th August last, and 4th ultimo, respecting the want of cotton seed for this country, I am directed by the Colonial Secretary to inform you that a letter of credit for £200 was forwarded by the last overland mail, to Edward Hamilton, Esq., with a request that he would take the necessary steps, through the Cotton Association of Manchester, or otherwise, as suggested by you, for having a supply of seed forwarded to Sydney with as little delay as possible, direct from America.

I have, &c.,

W. ELYARD.

No. 8.

MR. E. HAMILTON to COLONIAL SECRETARY.

*5, Cannon-street,
London, 26 November, 1861.*

SIR,

I have the honor to acknowledge the receipt of your despatch, No. 61/73, dated 20th September, 1861, enclosing an order on the Oriental Bank for £200, and instructing me to apply it to the purchase and freight to the Colony, of American cotton seed, of this year's growth.

From the correspondence enclosed with your Despatch, I observe that it is suggested that the seed should be purchased in New York, by the agent of the Cotton Supply Association of Manchester, and forwarded direct from New York to Sydney, and that the proportion should be one-third of the Sea Island and two-thirds of the New Orleans varieties. In their letter to His Excellency Governor Sir John Young, Messrs. Hickey and Mort estimate the purchase price in New York at six to seven dollars per barrel of two cwt, and the freight at 50s. for eight barrels; whether this estimate of first cost is correct or not I can form no opinion, but I suspect that it is considerably below the mark in the English market.

From the enclosed correspondence on this subject between myself and Mr. Bazley and the Secretary of the Cotton Supply Association, you will see what steps I have taken to execute my commission, and you will not fail to observe that my consent to the appropriation of the £200, in the manner suggested by Mr. Bazley, is conditional on my receiving an assurance that the quantity freely given by the Association is not materially less than that which the balance of the £200, after providing for the expense of freight, would purchase. It appears that tin cases will be required to protect the seed from injury on the voyage.

I venture to suggest that Mr. Bazley's services on this occasion, and the liberality of the Cotton Supply Association, should receive a special official acknowledgment.

Hoping that you will be satisfied with the course I have pursued, and with an assurance of the pleasure it gives me to assist in furthering any scheme for the advancement of the prosperity of New South Wales,—

I have, &c.,

EDWD. HAMILTON.

[Enclosure 1 in No. 8.]

*5, Cannon-street, London,
15 November, 1861.*

My dear Sir,

By the Australian mail, which arrived yesterday, I have received from the Government of New South Wales instructions to send out, with as little delay as possible, a quantity of "cotton" seed of this year's growth, in the proportion of one-third of the Sea Island and two-thirds of the New Orleans varieties, the same to be shipped direct from New York for Sydney; and a sum of £200 has been remitted, to be applied to the cost of purchase and the expense of freight.

In my letter of instructions you are mentioned as certain to give me advice and assistance, and I shall feel truly obliged if you will kindly put me in the right way of executing my commission.

I wish I could see more disposition on the part of English manufacturers to take part in some *bona fide* attempt to introduce the cotton plant into Australia. The colonists are eager to turn the present crisis to account; but they distrust the venture, because English capitalists, who are so much interested in its success, hold back.

Hoping you will excuse this trespass upon your time,—

Thomas Bazley, Esq.

I am, &c.,

EDWD. HAMILTON.

[Enclosure

PURCHASE OF COTTON SEED.

[Enclosure 2 in No. 8.]

New Bridge Mills, Manchester,
18 November, 1861.

My dear Sir,

I have been duly favoured with your very welcome letter. To-morrow I shall attend a meeting of the Committee of our Cotton Supply Association, when I will endeavour to procure a free grant of cotton seeds and of cleaning gins for New South Wales, and I will write to you the result of my efforts. Cotton growing, judiciously entered upon, will yield to the planter in Australia fifty per cent. profit, and the direct advantage of this profit will be derived by the Colony, the general interests of which will be promoted by the introduction of a new industry; and I therefore infer that the solid benefit of entering upon the cultivation would more largely enrich the colonist than the manufacturer here. I shall be most happy in affording you every assistance in my power.

Believe me, &c.,
THOS. BAZLEY.

E. Hamilton, Esq.

[Enclosure 3 in No. 8.]

New Bridge Mills, Manchester,
21 November, 1861.

My dear Sir,

The members of the Committee of the Cotton Supply Association have granted, on your application,—

- 500 lbs. New Orleans cotton seed.
- 500 lbs. Egyptian ditto.
- 100 lbs. Sea Island ditto.

and two Macarthy cotton cleaning gins.

The cotton seed will in a week or two be sent to your care in bags, but before shipment the seeds must be enclosed in small tin boxes, the expense of which you must please defray, with cost of carriage to London. I will try to get the two gins packed for shipment.

May I recommend you to invest any portion of the £200 which you can spare in a further supply of gins and of light ploughs, unless you think the latter can be easily obtained in Sydney. Cotton seeds are now very difficult to obtain, and if possible I would have procured a larger supply of Sea Island, but I could not.

Believe me, &c.,
THOS. BAZLEY.

E. Hamilton, Esq.

P.S.—It is probable that Egyptian seed will best suit New South Wales.

[Enclosure 4 in No. 8.]

Manchester, 23 November, 1861.

Sir,

Your application on behalf of the Government of New South Wales was brought before the Executive Committee on Tuesday. I have the pleasure to inform you that it was acceded to, with one partial exception, namely, as regards the Sea Island seed. Of this we have only a small quantity, and find great difficulty in obtaining more. We will however endeavour to spare you 50 lbs. of it.

The grant will stand thus :—

- 500 lbs. New Orleans seed.
- 500 lbs. Egyptian do.
- 50 lbs. Sea Island do.
- 2 Macarthy gins.

These shall be forwarded to your address, as soon as our new stock of Egyptian seed arrives in Liverpool.

I expect in a few days at farthest to receive advice of its having reached that port.

I am, &c.,
S. O. SUTTON,
Interim Secretary.

E. Hamilton, Esq.

[Enclosure 5 in No. 8.]

5, Cannon-street, London,
25 November, 1861.

Sir,

I beg to acknowledge with many thanks your letter of the 23rd instant, informing me that the Cotton Supply Association have made a donation of a large quantity of cotton seed and two Macarthy gins to the Colony of New South Wales.

My instructions are to obtain seed of this year's growth, in the proportion of one-third of the Sea Island and two-thirds of New Orleans varieties. I shall be glad to be informed by you that the seed complies with the first condition, in being of this year's growth; as to the proportion between the two varieties, I apprehend that, under the circumstances, the Colony must take what is offered, but I should willingly pay for the required quantity of the Sea Island variety if it is to be had for money, as the colonists may attach importance to the possession of a considerable quantity of the finer sort. I have written to Mr. Bazley, who has so kindly introduced the Colony to the notice of your Association, to say that if there is no possibility of obtaining a larger quantity of the Sea Island seed by payment, and the quantity offered by the Association represents somewhere about £200 in value, he will oblige me by appropriating the £200 in any way that he may think most conducive to the success of this first experiment in New South Wales, and I have no doubt that he will advise with you on the subject.

In his letter of the 21st, he says that the seed will be sent to this office in bags, where it will have to be packed in tin cases for shipment. Could you oblige me by having this done in Manchester, at the cost of the Colonial fund. If you can, and can afford the same assistance in securely packing the gins and light ploughs, the packages might all be forwarded to the care of our shipping brokers, Messrs. Davitt and Moore, No. 9, Billiter-street, London, E. C.

I will trust to you to express to the members of the Association my acknowledgment for the very liberal manner in which they have promoted the wishes of the Colonial Government.

I am, &c.,
EDWD. HAMILTON.

To the Secretary of the
Cotton Supply Association,
Newall's Buildings, Manchester.

PURCHASE OF COTTON SEED.

[Enclosure 6 in No. 8.]

5, Cannon-street, London,
25 November, 1861.

My dear Sir,

You will think me a bad man of business when I tell you that I have no copy of my last letter to you, and that the contents of it have escaped my recollection; I therefore again address you in reply to your communication of the 21st instant. The Colonial Government will be very much gratified with the liberal manner in which, under your recommendation, the Cotton Association of Manchester has responded to their appeal, and I feel sure that a special recognition of your and their assistance will be made.

As to your suggestion that the £200 should be expended "in a further supply of gins, and of light ploughs," I should not hesitate for a moment, if the quantity of cotton so munificently presented to the Colony represents in value £200, minus the cost of freight from New York, for my instructions are so to apply the money; you will therefore oblige me by taking care that, either by donation or purchase, the Colony gets the full amount of cotton ordered, and if that condition is complied with, I think that I cannot better serve the Colony than by placing at your disposal the whole sum of £200 remitted to me, to be expended in such a way as may appear to you most conducive to the success of the experiment which the colonists are intent on trying.

In reply to a letter received this morning from the Cotton Supply Association, I must call their attention to one part of my instructions "that the seed should be of this year's growth." It is hardly fair to look into the mouth of a "gift horse," but I feel bound to endeavour to obtain the article that was ordered.

I have, &c.,
EDWD. HAMILTON.

Thomas Bazley, Esq., M.P.

Sydney: Thomas Richards, Government Printer.—1861.

[Price, 2d.]